



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**2:00 p.m. July 19, 2021**

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

**To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>**

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: July 12, 2021

Approval of Agenda

Unfinished Business: Temporary Outdoor Seating Request: 123 E. Lincoln Ave.

(1) FD: EMS Lt. Courtney Snyder Resignation of Rank

(2) FD Promotions:

- a) Courtney Snyder to Fire Captain
- b) Anthony Powell to Assistant Chief in Charge of Admin/Operations
- c) Shane Heeter to Battalion Chief
- d) Jeremy Johnson to Fire Lieutenant
- e) Steffen Schrock to Assistant Chief in Charge of Training
- f) Michael Masbaum to Fire Sergeant
- g) Andrew S. Priem to EMS Lieutenant
- h) Winston Lechlitner to EMS Sergeant

(3) Request for placement of temporary storage unit at 616 S. 5<sup>th</sup> St.

(4) Road restriction and closure requests for First Fridays

(5) Agreement with Baker Tilly for study of potential fire territory formation

- (6) Agreement with Baker Tilly for compensation and classification study
- (7) Res. 2021-20: Energy Efficiency Agreement with NIPSCO and authorize Mayor to sign
- (8) Agreement with Schwartz Electric Inc. for installation of LED lighting
- (9) Agreement with Clean Harbors Environmental Service for disposal of potassium cyanide
- (10) Closure of Bridges 201, 303 and 306 for repairs
- (11) Road closure: Colonial Manor Drive, JN: 2021-0002
- (12) Road closure: 16<sup>th</sup> Street, JN: 2021-0038
- (13) Lane restrictions: S. Indiana Avenue for fiber optic conduit installation
- (14) Discussion item: PCSMP for The Crossing

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*



## MINUTES of July 12, 2021 Regular Meeting

### Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis, Member Barb Swartley,  
Member DeWayne Riouse

Absent: None

No Minutes were presented.

Mayor Stutsman suggested adding a new Item #1 (Goshen Fire Department Presentation) to the agenda.

**Landis/Nichols moved to approve the agenda as amended. Passed 5-0**

#### Goshen Fire Department Presentation

Fire Chief Danny Sink stated in September 28, 2019, a storm caused a trees to fall through the roof of Central Fire Station. Sergeant Jeremy Johnson was a key factor in the reconstruction and is estimated to have saved the city \$80,000 in various construction fees.

Mayor Stutsman presented Johnson with a plaque to thank him for his hard work and dedication.

*No formal action was taken*

#### Fire Department Promotion of Phil Schrock to Fire Captain

Sink presented the packet memo

**Landis/Nichols moved to approve the promotion of Phil Schrock to the rank of Fire Captain effective July 13, 2021. Passed 5-0**

*Phil Schrock was sworn in by Mayor Stutsman.*

#### Fire Department Promotion of Lyle Wingard to Fire Lieutenant

Sink presented the packet memo.



Landis/Nichols moved to approve the promotion of Lyle Wingard to the rank of Fire Lieutenant effective July 13, 2021. Passed 5-0

*Lyle Wingard was sworn in by Mayor Stutsman.*

Fire Department Promotion of Matthew A. Dunithan to Fire Sergeant

Sink presented the packet memo.

Landis/Nichols moved to approve the promotion of Matthew A. Dunithan to Fire Sergeant effective July 13, 2021. Passed 5-0

*Matthew A. Dunithan was sworn in by Mayor Stutsman.*

Sidewalk Closure: 114 South Main Street

Austin Ham representing Schrock Commercial presented the request.

Ham stated man lifts would be present on the sidewalk; no parking spaces would be needed. Also added City trees were encroaching on the building.

Mayor Stutsman stated Environmental Resilience Department would trim the trees.

Landis/Nichols moved to approve the sidewalk closure and pedestrian detour at 112, 114, 116 South Main Street on August 2, 2021 for approximately 30 days. Passed 5-0

Resolution 2021-19: Authorization of Emergency Repairs to Filter No. 2 at the North Wellfield

Paralegal Carla Newcomer presented Resolution 2021-19

Water and Sewer Superintendent Kent Holdren explained with this resolution was necessary. Stated current capacity went from 10 million gallons per day to 7 million gallons per day.

Landis/Nichols moved to adopt Resolution 2021-19 and approve an Agreement with Peerless Midwest, Inc. Solutions to perform an inspection, evaluation and repairs to Filter #2 at the City's North Wellfield. Passed 5-0

Change Order No. 2: Asphalt Paving Project, JN: 2021-0002

Director of Public Works Dustin Sailor presented the packet memo.

Landis/Nichols moved to approve Change Order No. 2 for the amount of \$7,697.80 increase to Niblock. Passed 5-0



Temporary Outdoor Seating Request: 123 East Lincoln Avenue

Stacy Dechnik representing Venturi presented the request.

Dechnik stated she has received no concerns from neighbors.

Mayor Stutsman suggested tabling the request to allow time for discussions with Goshen Police, Goshen Fire and Street Departments.

**Mayor Stutsman/Landis moved to table the request until the next Board of Public Works meeting. Passed 5-0**

Privilege of the Floor

No one spoke.

Board of Public Works and Safety Order: 308 East Plymouth Avenue

*Building Department and Planning & Zoning Inspector Travis Eash was sworn in by Mayor Stutsman.*

Eash opened by stating he visited the property the morning of July 12, 2021 and presented updated pictures. *(Attached as Exhibit A)* Eash reviewed the violations on page 2 of the Order. Acknowledged some work had been done however no permits have been pulled or license professional contacted. Added he was not able to inspect the roof. According to property owner Cecil Bontrager, no changes have been made to the roof. While reviewing the pictures, Eash stated the craftsmanship was poor.

*Property Owner Cecil Bontrager was sworn in by Mayor Stutsman.*

Bontrager displayed pictures he had taken via his cell phone. Stated he believes the work to be satisfactory. Added that due to the fact utilities were not on at the property and should not be tested until the home is able to be rented. Bontrager discussed the rest of the work done on the home and stated he believes the majority of the repairs are done. Added that after the heavy rains Goshen experienced in prior weeks, the roof did not leak after repairs were made.

Swartley asked about termite damage to the floorboards. Bontrager stated the floorboards have been repaired.

Landis stated an HVAC professional should inspect the furnace now instead of waiting for an unlicensed rental inspector to view it.

Bontrager stated the furnace worked before and sees no reason why it should not work now. Added he is willing to do the work the Board requests.

Eash added that no utilities have been on at the residence since 2018.

Landis suggested that a license professional inspect the roof in order to determine the lifespan of the repairs done.



Board discussion on actions the Board could vote on, permits and inspections that need to be done and an extension of time that may be allowed.

Mayor Stutsman/Nichols moved to allow until August 30, 2021 to complete the items listed in the Order. Items 1, 4, 6, 7, and 9 as listed on page 25 of the Order are open and must be completed. City Staff will determine compliance before returning to the Board and the roof must be inspected by a local contractor for its lifespan and permits must be pulled. Passed 5-0

Public Hearing Closed.

Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 5-0

Adjournment at 3:04 p.m.

*Exhibit A: Updated Report from Building Department, (9 pages)*

APPROVED

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Jeremy Stutsman, Chair

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Michael Landis, Member

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Mary Nichols, Member

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Barb Swartley, Member

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DeWayne Riouse, Member

ATTEST

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Clerk-Treasurer



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **OUTDOOR PUBLIC SEATING RIGHT-OF-WAY PERMIT  
(JN: ROW PERMIT)**

DATE: July 9, 2021

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Engineering has reviewed the Outdoor Public Seating Right-of-Way permit application for Venturi at 123 E Lincoln Avenue. Venturi's has requested to close off part of the alley to the west of 123 E Lincoln Avenue on Friday and Saturday evenings from 4pm – 11pm. This would allow Venturi five additional outdoor tables.

**Requested motion: Move to approve the closure of the alley between 119 E Lincoln Avenue and 113 E Lincoln Avenue on Friday and Saturday evenings from 4pm – 11pm until October 30, 2021 as well as the months of May through October of 2022.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Jeremy Stutsman, Mayor

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Barb Swartley, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
DeWayne Riouse, Member

\_\_\_\_\_  
Michael Landis, Member



# Application for Temporary Outdoor Seating in Public Right-of-Way

## City of Goshen, Indiana

<b>Name of Business:</b> <u>Venturi</u>	<b>Business Phone Number:</b> <u>574-485-2985</u>
<b>Applicant Name:</b> <u>Stacy Dechnik</u>	<b>Applicant Phone Number:</b> (required for after-hours contact) <span style="background-color: black; color: black;">[REDACTED]</span>
<b>Address:</b> <u>123 e Lincoln ave goshen IN 46528</u>	
<b>Installation Date:</b> (On or After April 1 <sup>st</sup> ) <u>6/16</u>	<b>Removal Date:</b> (On or Before October 30 <sup>th</sup> ) <u>10/30</u>

**PERMIT APPLICANT** Stacy Dechnik 6/7/21  
Signature Date

**LIABILITY INSURANCE REQUIREMENTS**

\$1M General Liability Insurance  Yes  No

**APPLICATION FEE:**

The fee for each Outdoor Seating Right-of-Way application shall be \$20.00. Please make check payable to: "CITY OF GOSHEN"

Date Paid 6-7-21  Cash  Check # [REDACTED]

**City of Goshen "Approval of Permit"**

City Engineer	Date	Jeremy Stutsman, Mayor	Date
Michael Landis, Board Member	Date	Mary Nichols, Board Member	Date

**Application Checklist**

- Complete the application form
- Attach a scaled drawing showing the design of the installation with dimensions
- Include signed letters of support from adjacent property owners, if applicable
- Provide pictures or drawings that illustrate the materials to be used in the installation
- Provide a brief description of operations including if alcohol sales will occur and hours of operation
- Supply certificate of liability insurance
- If vehicular traffic will be impacted by construction, include an installation and removal plan showing traffic maintenance accommodations
- Create and provide a maintenance checklist

**Application Requirements**

Establishments in the Downtown Business District serving food and/or beverages as the primary offering, or banquet facilities and rentable space permitted to allow catering services at the facility may request approval from the City of Goshen to place additional temporary seating outside of the facility in the portion of the public right-of-way directly adjacent to the property. For the purposes of this document, the Downtown Business District is defined as the area being along or between 2<sup>nd</sup> Street and 5<sup>th</sup> Street while also being along or between Pike Street and Madison Street. The portion of the public right-of-way directly adjacent to the neighboring properties may also be utilized upon written consent of the that property owner as long as all utilized portions of the right-of-way are contiguous. All approved installations and placement of private effects within the public right-of-way must be temporary and will only be allowed from April 1<sup>st</sup> to October 30<sup>th</sup>, at which time, the outdoor seating within the right-of-way privilege expires and the right-of-way must be returned to its original condition. Applications must be submitted on a yearly basis and all requests to the City of Goshen will require the following criteria be met prior to approval:

- All seating must allow access to public utilities, waste collection receptacles, hydrants, alleys, manhole covers, ADA parking spaces, and driveways; and must adhere to all standard codes, rules and guidelines for such establishments, including those set forth by the Indiana Alcohol and Tobacco Commission, if applicable.
- At a minimum, a 5-foot walkway must be maintained free of all obstructions on either:
  1. A portion of the sidewalk with a cross slope of 2.0% or less, or
  2. The most level 5-foot wide section of walkway as determined by the Engineering Department.
- If table service is to be offered, separation must be provided between seating and walkway through placement of a vertical barrier with a minimum height of 36 inches. The barrier must be free-floating, not damage the sidewalk surface, and not cause a trip hazard within the defined walkway.

- All necessary electrical connections must be encased in a cord safety cover.

Temporary walkways and seating areas constructed in adjacent parking spaces must be approved by the Board of Public Works and Safety, will be approved subject to parking demand, and will require the following criteria be met:

- All temporary walkways and seating areas must be on constructed surfaces that are a minimum of four inches high along the travel lane of the adjacent roadway, covered in slip-resistant material, and have a minimum load bearing weight of 100 lbs./sq. ft.
- All temporary walkway and seating construction must allow the existing drainage patterns to be maintained and must provide a clear area adjacent to the curb in the roadway to allow runoff to flow. The required opening shall be no less than 12 inches in width and have a height of two inches or the height of the adjacent curb, whichever is greater.
- Constructed walkways must meet all guidance set forth in the U.S. Access Board's Proposed Rights-of-Way Accessibility Guidelines and provide a minimum walkway width of five feet.
- All temporary walkways and seating areas must be separated from the adjacent roadway with a vertical barrier that is a minimum of 36-inches high. The vertical barrier must be rigid, fastened securely to the constructed surface, and have no passable gaps greater than 6-inches. The vertical barrier, or delineators/bollards with reflective tape placed in addition to the barrier, must be placed between 18 and 36 inches away from the lane line of the adjacent travel lane and must be easily visible to the traveling motorist on said facility.
- A 3-foot clear area must be provided as a buffer between any construction and the closest parking space or driveway and the installation cannot obstruct vehicle sight lines as determined by the Engineering Department.
- Where requested by the City, additional separation and or protection may be required on the upstream end (end at risk of vehicle impact) of the construction. These determinations will be based on vehicle speed and a driver expectancy\* in the adjacent roadway.

\***Driver expectancy** refers to a driver's readiness to respond to hazards that are expected to be in a particular type of roadway corridor. If a hazard is atypical to the corridor than it is considered to be outside the expectancy of the driver.

#### **Operation and Maintenance**

Applicants are solely responsible for the maintenance and upkeep of their installations. This includes all duties and costs related to keeping the installation clean and in good condition. Areas should be cleaned each day of operation and any damage repaired promptly. Proper maintenance is a condition of the permission to install, and failure to conduct proper maintenance will result in the loss of permissions. The following list should be used as a minimum maintenance checklist:

- Wipe down table and chairs
- Clean up rubbish within and around the area
- Sweep in and around the area
- Remove debris against the outside edge of the barrier and along curb to help maintain free flow of runoff
- Water and maintain installed plantings

The City reserves the right to remove the installation if emergency or utility work needs to be conducted. The applicant will be responsible for all costs associated with the disassembly and removal of the installation.

#### **Terms and Conditions**

By applying for the Outdoor Seating in Public Right-of-Way of the Downtown Business District, Applicant agrees and shall comply with all terms and conditions included in this application and any related permit issued by the City of Goshen ("City"), which terms and conditions are detailed herein. Applicant acknowledges and agrees that the City may, in its sole discretion, deny or reject any application site that presents safety or traffic circulation concerns. Further, the City may, in its sole discretion, limit, reduce, or revoke any permit issued that presents safety or traffic circulation concerns.

- A. General Terms and Conditions.** Applicant acknowledges that this and any permit issued are revocable, at the sole discretion of the City, and temporary. As a result, any permit issued by the City shall be a revocable, temporary license permitting the applicant to operate an outdoor seating area for a limited period of time. Any permit issued creates no other property interest than a revocable license. This or any permit issued does not create a private right to occupy the public right-of-way or diminish the Mayor's, or his or her designee, authority to oversee and manage the use of the public right-of-way in the City's best interest. This revocable right-of-way privilege for outdoor seating is subject to modification or revocation at the City's sole discretion. For installations with impacts to parking spaces or vehicular alleyways, Applicant agrees and acknowledges that the City's Engineering Department will review the application and approve or deny the application for submission to the Board of Public Works and Safety and that the City's Board of Public Works and Safety will review the application and grant, grant with conditions, or deny the

application. Applicant agrees and acknowledges that for all other installations the City's Engineering Department will review the application and grant, grant with conditions, or deny the application. Applicant agrees and acknowledges that the Board of Public Works and Safety or the City's Engineering Department must approve the permit prior to the start of work. Applicant agrees and acknowledges that the City has the authority to condition or revoke approvals deemed to have been improvidently granted or inappropriate in light of new information or changed circumstances. In addition, the City may impose conditions on new or existing approvals in order to promote the public health, safety, and welfare and to mitigate adverse impacts that have arisen or may arise in connection with a new or expanded outdoor seating area approved under this program. Anyone who wishes to challenge the approval or denial may seek reconsideration by the City Engineer by submitting the appeal to the approval or denial via email to the City's Engineering Department. This shall be the exclusive means of appealing any approvals granted or revoked under the program. The City Engineer shall have the sole discretion to approve or reject a challenge, but such determination shall consider application requirements, program guidelines, and public health, safety, and welfare needs.

**B. Operating Terms and Conditions.** Applicants by applying for an Outdoor Seating Permit agree to comply with the following operating conditions:

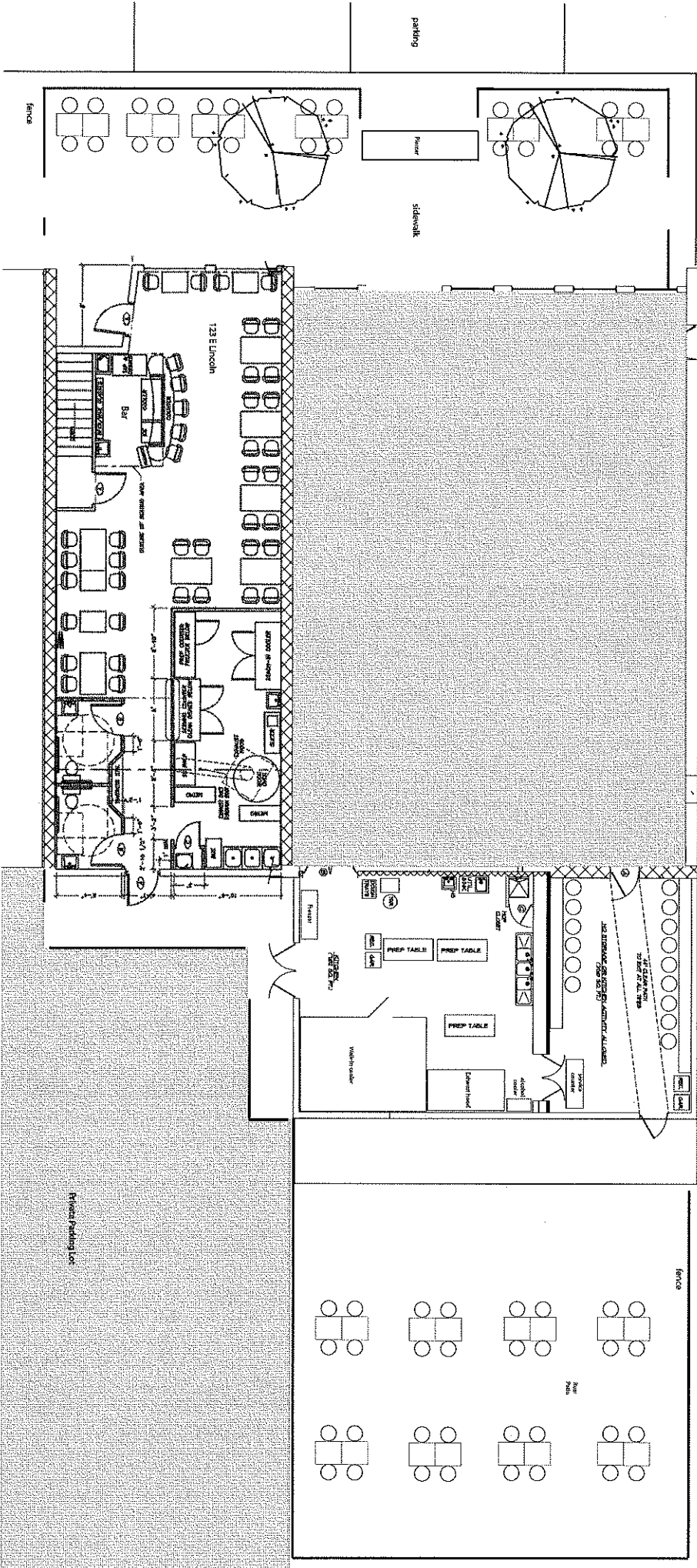
1. Applicant shall comply with and enforce customer compliance with state and local requirements for restaurant and bar operation
2. Applicant shall be responsible for properly cleaning and disinfecting all dining tables and chairs as needed or required by local health requirements
3. Applicant shall have adequate on-site hand sanitizing and hand-washing stations available to employees and customers
4. Applicant shall be responsible for coordinating any issues or permissions required from neighboring operators affected by its proposed site
5. Applicant shall comply with all required liquor laws and be responsible for coordinating compliance with applicable local and state authorities
6. Applicant shall not store or prepare food within the City's right-of-way

**C. Standard Terms and Conditions: Outdoor Seating in Public Right-of-Way of the Downtown Business District.** Each applicant receiving permission to establish outdoor seating area in the right-of-way ("Permittee") agrees and shall abide by the following standard terms and conditions:

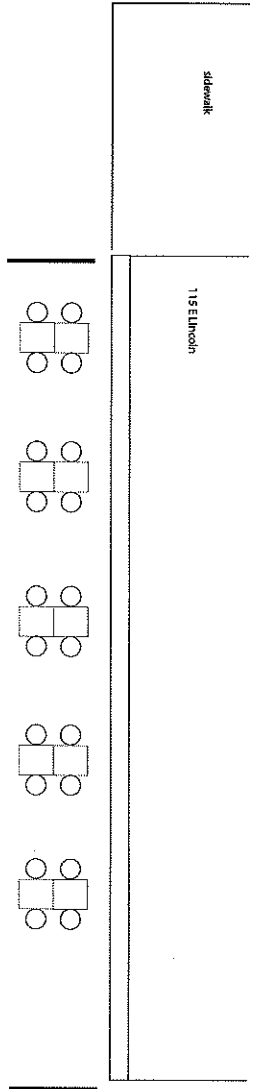
1. **COVID-19 Health Requirements and Other Standard Conditions.** The Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contactors to comply with all federal, state and local statutes, rules, and orders addressing public health and social distancing, including any orders issued by the Elkhart County Health Department ("Public Health") and/or the City of Goshen ("City") that might apply to outdoor seating areas in the right-of-way. This shall include requirements governing social distancing, face covering, and other requirements for restaurants from the State of Indiana. In the event of a conflict between Public Health and state guidance, Permittee shall comply with whichever is more protective of the public health as determined by the City. In addition, the Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contractors to comply with these terms and conditions and any other rules or regulations established by the City that might apply to outdoor seating areas in the right-of-way, which the City may modify or supplement from time to time in order to protect and promote the public health, safety, and welfare.
2. **Expenses.** All expenses associated with Permittee's establishment and operation of outdoor seating in the right-of-way shall be borne by Permittee. The City shall not be responsible for any costs associated with the Permittee's establishment and operation of outdoor seating in the right-of-way.
3. **Establishment of Outdoor Seating Area.** In establishing outdoor seating in the right-of-way, Permittee shall not modify, alter, or demolish existing curbs, sidewalks, streets or other encroachments within or near the right-of-way or attach furniture or other fixtures using fasteners, adhesives, or other invasive means, unless specifically approved by the City as part of the City's approval of Permittee's plans. Permittee acknowledges and agrees to have the installation inspected by the Engineering Department prior to use.
4. **Maintenance of Outdoor Seating Area.** Following the Permittee's establishment and operation of outdoor seating in the right-of-way, Permittee shall maintain the area in good, clean and safe condition and repair and in accordance with applicable City rules and regulations. If the City determines that the outdoor seating area poses a hazardous condition, has caused damage to City property, or is otherwise not being properly maintained, the City may require Permittee to immediately take such action as is necessary to rectify the situation to the City's satisfaction. If Permittee fails to correct the identified hazardous condition, improper maintenance, damage, or other problem caused by the outdoor seating area, the City may do so; whereupon Permittee shall pay all costs incurred by the City, together with interest thereon from the date that the City pays or incurs such costs at a reasonable rate of interest determined by the City, within thirty (30) days after the City's written demand.
5. **City's Right to Enter upon Occupied Right-of-Way.** Permittee acknowledges that the City and its authorized agents have unlimited right to enter upon the right-of-way at any time for any purpose,

including without limitation to inspect the right-of-way and permitted encroachments; provided, however, the City shall have no duty to inspect.

6. **Rights of Utility Companies.** All rights herein granted to Permittee establish and operate outdoor seating area in the right-of-way are subject and subordinate to the rights of any and all utility companies that may now or hereafter have utility lines and/or other utility installations within the right-of-way. Permittee shall not alter, relocate, or otherwise interfere with such utility lines and installations and shall not do anything that will impair such utility companies' right to enter upon the right-of-way from time to time for all purposes associated with the operation, maintenance, repair, replacement or removal of such utility lines and installations. Permittee shall ensure that such utility companies have continued access to the subject area, 24 hours per day, 7 days per week, 52 weeks per year.
7. **Insurance.** During the period in which this revocable privilege is in effect, Permittee shall maintain a policy of General Liability insurance with respect to the right-of-way and the outdoor seating area in an amount not less than One Million Dollars per occurrence, combined single limit, naming the City as an additional insured. Permittee shall furnish to the City a certificate of insurance evidencing such insurance prior to commencing construction of Permittee's permitted encroachments, unless otherwise authorized by the City.
8. **Waiver of Claims for Damage.** The City shall have no responsibility or liability for loss or damage to any person or property including the permitted encroachments or theft of any permitted encroachments or any items of personal property that may at any time be on the right-of-way, including without limitation damage caused by the general public, trespassers, graffiti, thrown objects, wind, hail fire, or other casualty, no matter how such damage is caused. As a material inducement to the City to grant this outdoor seating privilege, Permittee hereby waives, as against the City and its elected officials, officers, employees, agents, guests, invitees, and contractors, all claims and liability, and on behalf of Permittee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.
9. **Indemnification.** Permittee shall indemnify, defend, and save the City, its elected officials, officers, employees, agents, and contractors harmless from and against any and all losses, damages, settlements, costs, charges professional fees, and other expenses and liabilities of every kind and character (including without limitation attorney fees) arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes or action of every kind and character in connection with Permittee's establishment and operation of outdoor seating area in the right-of-way, use of the right-of-way, or violation of the provisions set forth in this outdoor seating privilege, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the right-of-way. Permittee shall assume the defense (with counsel acceptable to the City) and settlement of any and all such suits or other legal proceedings brought against the City and shall pay all judgements entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of Permittee under this outdoor seating privilege shall survive the termination of this outdoor seating privilege with respect to matters arising prior thereto.
10. **Compliance with all Applicable Laws.** Permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules.
11. **Adverse Impacts on Adjacent Properties.** Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the permitted encroachments.
12. **Accessibility.** Permission for outdoor seating in the right-of-way shall be conditioned on maintenance of accessible conditions along the sidewalk adjacent to the outdoor at least 60-inches in width at all points adjacent to the outdoor seating area, which area shall be permitted to be narrowed due to existing sidewalk fixtures (e.g., light posts, fire hydrants, and other fixtures) but in no case shall be narrower than 48-inches for a length of more than 2-feet.
13. **City's Right to Revoke.** The City shall have the right to revoke or alter, at its sole discretion, this outdoor seating privilege, upon providing written notice to Permittee. Within 14-days, unless otherwise agreed to by the City, Permittee shall remove the permitted encroachment and restore the right-of-way to a condition that is acceptable to the City.
14. **Obligation to Remove Permitted Encroachment.** If Permittee fails to timely remove the permitted encroachment and restore the right-of-way as required under this outdoor seating privilege, the City may do so at Permittee's expense. All obligations of Permittee hereunder that have accrued but have not been fully performed as of the effective date of the termination of this outdoor seating privilege shall survive such termination until fully performed.
15. **Transfer of Permittee's Property.** This outdoor seating privilege is personal to Permittee, shall not inure to the benefit of Permittee's successors-in-interest with respect to Permittee's property, and shall not be recorded in the public records. Permittee shall provide the City thirty (30) days' prior written notice of its intent to close on the sale or transfer of Permittee's property. Upon Permittee's sale or transfer of Permittee's property, this outdoor seating privilege shall automatically terminate. Prior to the closing on any such sale or transfer, unless the City has granted, and the purchaser or transferee has accepted, an outdoor seating privilege for the permitted encroachments and restore the right-of-way to a condition that is acceptable to the City.



July  
Closed Friday/Saturday  
4-11 pm



sidewalk

115 Ellincoln

Private Parking Lot

parking

sidewalk

bar

bar

Serenity Property Management

119 E Lincoln Ave

Goshen, IN 46528

April 29, 2021

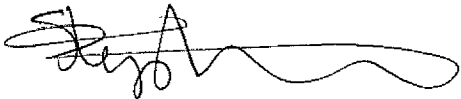
To Whom it May Concern:

I, Stephanie Honderich, have no objections to Venturi/EAT using the alley between our buildings, 119 E Lincoln Ave and 113 E Lincoln Ave. Please let me know if you have any questions.

Sincerely,

Stephanie Honderich

Owner



4/29/21



**Description of Operations:**

- Table service and/or to go seating depending on staffing
- Table service - sale of food and alcohol delivered by staff
- To go seating - customer can order food and canned beverages (including alcohol) to go and can sit in the alley
- Trash cans will be in alley for proper disposal



## Alley Cleaning Checklist

### Open:

- Move tables and chairs to alley
- Wipe down all tables and chairs
- Clean and sweep alley of any rubbish
- Set out trash cans
- Turn on string lights

### Close:

- Wipe down all tables and chairs
- Clean sweep alley of any rubbish
- Move tables and chairs out to alley
- Dispose of trash and move cans out of alley
- Turn off string lights



PIZZE-1

OP ID: SC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Salem Insurance An ISU Network Member 609 W. Lincoln Ave. Goshen, IN 46526 Ben Leavitt 574-533-0573	<b>CONTACT NAME:</b> Ben Leavitt <b>PHONE (A/C, No, Ext):</b> 574-533-0573 <b>E-MAIL ADDRESS:</b> bleavitt@salemmins.com	<b>FAX (A/C, No):</b> 574-534-4904
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pizzeria Venturi LLC 123 E Lincoln Ave Goshen, IN 46528	<b>INSURER A:</b> Cincinnati Insurance Company	<b>NAIC #</b> 10677
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EPP 0603107	01/15/2021	01/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0603107	01/15/2021	01/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section			EPP 0603107	01/15/2021	01/15/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

<b>CITYOFG</b>  City of Goshen 202 S 5th St Goshen, IN 46528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Ben Leavitt
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Salem Insurance An ISU Network Member 609 W. Lincoln Ave. Goshen, IN 46526 Ben Leavitt 574-533-0573	<b>CONTACT NAME:</b> Ben Leavitt	
	<b>PHONE (A/C, No, Ext):</b> 574-533-0573	<b>FAX (A/C, No):</b> 574-534-4904
	<b>E-MAIL ADDRESS:</b> bleavitt@salemmins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Cincinnati Insurance Company	<b>NAIC #:</b> 10677
	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**INSURED**  
Pizzeria Venturi LLC  
123 E Lincoln Ave  
Goshen, IN 46528

## COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP 0603107	01/15/2021	01/15/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0603107	01/15/2021	01/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Property Section</b>			EPP 0603107	01/15/2021	01/15/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER      CANCELLATION

<b>Pizzeria Venturi LLC</b> 123 E Lincoln Ave Goshen, IN 46528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <b>Ben Leavitt</b>



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**  
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
dannysink@goshencity.com • www.goshenindiana.org

July 16, 2021

To: Board of Works and Public Safety

RE: EMS Lt. Courtney Snyder Resignation of Rank

From: Fire Chief Danny Sink

EMS Lt. Courtney Snyder will soon assume the rank of Fire Captain and has elected to resign from his current rank of EMS Lieutenant.

We would like to thank Courtney for his leadership and work as an EMS Lieutenant for GFD and look forward to working with him in his new role as Captain.

I asked you to affirm Courtney's resignation from the rank of EMS Lieutenant.



**Danny C. Sink, Chief**  
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dannysink@goshencity.com • www.goshenindiana.org

July 13, 2021

To: Board of Works and Public Safety

RE: Promotion of Courtney Snyder to Fire Captain

From: Fire Chief Danny Sink

Courtney Snyder has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Courtney to the rank of Fire Captain for the Goshen Fire Department effective August 02, 2021. Thank you



**Danny C. Sink, Chief**  
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dannysink@goshencity.com • www.goshenindiana.org

July 13, 2021

To: Board of Works and Public Safety

RE: Promotion of Anthony Powell to Assistant Chief in-charge of Admin/Operations

From: Fire Chief Danny Sink

It is my pleasure to request your approval for the promotion of Anthony Powell to the rank of Assistant Chief in-charge of Admin/Operations for the Goshen Fire Department effective August 02, 2021. Thank you



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**

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Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
dannysink@goshencity.com • www.goshenindiana.org

July 13, 2021

To: Board of Works and Public Safety

RE: Promotion of Shane Heeter to Battalion Chief

From: Fire Chief Danny Sink

It is my pleasure to request your approval for the promotion of Shane Heeter to the rank of Battalion Chief for the Goshen Fire Department effective August 02, 2021. Thank you



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**  
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dannysink@goshencity.com • www.goshenindiana.org

July 13, 2021

To: Board of Works and Public Safety

RE: Promotion of Jeremy Johnson to Fire Lieutenant

From: Fire Chief Danny Sink

Jeremy Johnson has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Jeremy to the rank of Fire Lieutenant for the Goshen Fire Department effective August 02, 2021. Thank you





**Danny C. Sink, Chief**  
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209 North Third Street • Goshen, IN 46526-3201

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dannysink@goshencity.com • www.goshenindiana.org

July 8, 2021

To: Board of Works and Public Safety

RE: Promotion of Steffen Schrock to Assistant Chief in-charge of Training

From: Fire Chief Danny Sink

It is my pleasure to request your approval for the promotion of Steffen Schrock to the rank of Assistant Chief in-charge of Training for the Goshen Fire Department effective August 02, 2021. Thank you



**Danny C. Sink, Chief**  
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209 North Third Street • Goshen, IN 46526-3201

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dannysink@goshencity.com • www.goshenindiana.org

July 13, 2021

To: Board of Works and Public Safety

RE: Promotion of Michael Masbaum to Fire Sergeant

From: Fire Chief Danny Sink

Michael Masbaum has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Michael Masbaum to the rank of Fire Sergeant for the Goshen Fire Department effective August 02, 2021. Thank you



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**  
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
dannysink@goshencity.com • www.goshenindiana.org

July 16, 2021

To: Board of Works and Public Safety

RE: Promotion of Andrew S. Priem to EMS Lieutenant

From: Fire Chief Danny Sink

Andrew Priem has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Andrew Priem to the rank of EMS Lieutenant for the Goshen Fire Department effective August 02, 2021. Thank you



**Danny C. Sink, Chief**  
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dannysink@goshencity.com • www.goshenindiana.org

July 16, 2021

To: Board of Works and Public Safety

RE: Promotion of Winston Lechlitner to EMS Sergeant

From: Fire Chief Danny Sink

Winston Lechlitner has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Winston to the rank of EMS Sergeant for the Goshen Fire Department effective August 02, 2021. Thank you

**From:** [tim buckwalter](#)  
**To:** [Scharf, Adam](#)  
**Cc:** [REDACTED]  
**Subject:** Re: permit for temporary storage unit - on the street at 320 S 5th - for BOW  
**Date:** Saturday, July 10, 2021 2:30:04 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Hello Adam,

It's us again, asking for one final favor. We were very lucky to find a house to buy, [REDACTED]. It's located at **616 S. 5th St.**, and the closing date is July 30. Once again, we'll need City of Goshen permission to park a POD in the street directly in front of the house, during the window of **Aug. 3-13**. There is a small chance that the PODS people will be able to position the container in our driveway, which is next to the alleyway, but if that doesn't work it will have to be positioned in the street. The POD is the same size as the last one: 7 x 7 and 8 ft tall. The Street Department was very helpful the last time in providing us with a barricade that had a flashing light.

Thanks for your help!

Tim and Crissie Buckwalter  
[REDACTED]

**From:** [Adrienne Nesbitt](#)  
**To:** [mayor](#)  
**Subject:** Aug. 6th Board of Works Request  
**Date:** Tuesday, July 13, 2021 1:42:24 PM

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I would like to request a closure for Friday, August 6th for First Fridays.

We would like no parking and a complete closing for Main Street from Lincoln to Jefferson and E Washington from 5th Street to Main.

We would also like to request a trash trailer parked behind the Electric Brew.

Let me know if you need any other information. Thanks!

--

-----

**ADRIENNE** NESBITT

She/Her

Director of Events, **Eyedart** Creative Studio

324 S Fifth St

Goshen, Indiana 46528

[eyedart.com](#)



**Legal Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
www.goshenindiana.org

To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Date: July 15, 2021  
Re: Agreement with Baker Tilly Municipal Advisors, LLC

City of Goshen wishes to enter into an Agreement with Baker Tilly Municipal Advisors, LLC for their services in conducting Financial and Tax Impact Analysis relative to the potential formation of a fire territory involving the City of Goshen.

Compensation is based on Baker Tilly's standard billing rates for an amount not to exceed \$4,000.00 for a Preliminary Tax Impact Analysis, and an additional not to exceed amount of \$21,000.00 for additional Financial and Tax Impact Analysis, and ancillary services if the project moves beyond the Preliminary Tax Impact Analysis.

**Suggested Motion:** Move to enter into agreement with Baker Tilly Municipal Advisors, LLC for their services in conducting Financial and Tax Impact Analysis at a cost of \$4,000, with an additional not to exceed amount of \$21,000.00 for additional Financial and Tax Impact Analysis, and ancillary services if the project moves beyond the Preliminary Tax Impact Analysis.

**RE: Financial and Tax Impact Analysis**

**DATE: May 26, 2021**

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the City of Goshen, Indiana (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly US, LLP.

### **SCOPE OF WORK**

Baker Tilly US, LLP ("BTUS") will perform the following services with respect to the establishment of the proposed fire territory:

#### **A. Preliminary Tax Impact Analysis (Consulting Services)**

1. Gather financial and operating data of the participating units listed under "B (2)" below and prepare a preliminary timetable to establish the fire territory. Prepare a preliminary special purpose report to include the following:
  - a. The property tax levy, property tax rate, and budget to be imposed or adopted during the first year of the proposed territory for each of the participating units in the proposed territory;
  - b. The estimated effect of the proposed reorganization on taxpayers and taxing units within the affected taxing districts in the proposed territory, including the expected impact to property tax bills and circuit breaker tax credits.

#### **B. Financial and Tax Impact Analysis (Consulting Services)**

1. Prepare a report that includes the Preliminary Tax Impact Analysis from "A" above and also includes the following:
  - a. The estimated effect of the proposed reorganization on other units in the county in the following years and on local option income taxes, excise taxes, and property tax circuit breaker credits;
  - b. A description of the planned services and staffing levels to be provided in the proposed territory; and
  - c. A description of any capital improvements to be provided in the proposed territory.
2. The participating units are the City of Goshen and Elkhart Township.
3. Attend a preliminary meeting to discuss the results of the report.
4. Analyze funding alternatives and modify the report as necessary.
5. Finalize the report and prepare an executive summary and formal presentation of the financial and tax impact analysis.



**C. Notices to Taxpayers and Public Hearings (Consulting Services)**

1. Prepare notices to taxpayers of the three (3) required public meetings for review by local counsel and publication as required by Indiana Code.
2. Attend three (3) public hearings to present analysis and answer questions.

**D. Petition to the Department of Local Government Finance ("DLGF") (Consulting Services)**

1. Analyze establishing procedures to verify completeness and timeliness of the necessary steps as outlined in the Indiana Code.
2. Assist with the preparation of budget forms for the Fire Territory Operating and Equipment Replacement funds including:
  - a. Budget Form 1 (Budget Estimate)
  - b. Budget Form 2 (Miscellaneous Revenues)
  - c. Budget Form 3 (Notice to Taxpayers)
  - d. Budget Form 4A (Summary of Appropriations)
  - e. Budget Form 4B (Financial Statement)
3. Assist with the preparation of other supporting documentation, as needed.
4. Assist with the preparation of and file a petition with the DLGF for an initial maximum levy, provide supporting documentation, and answer questions from the DLGF, as necessary.

**E. Other Accounting and Support Services (Consulting Services)**

1. Attend other meetings not covered under the above.
2. Other agreed upon services.

**SCOPE APPENDIX to  
Engagement Letter dated: December 2, 2020  
Between City of Goshen, Indiana and  
Baker Tilly US, LLP**

Compensation and Invoicing

BTUS fees for services set forth in the Scope Appendix will be:

	<u>Service</u>	<u>Fees</u>
A.	Preliminary Tax Impact Analysis	\$4,000
B. – D.	Financial and Tax Impact Analysis, Notices to Taxpayers and Public Hearings and Petition to the Department of Local Government Finance (“DLGF”)	Not to exceed \$21,000
E.	Other Accounting and Support Services	Time and Expense*

\*BTUS fees will be billed at BTMA’s standard billing rates based on the actual time and expenses incurred.

Standard Hourly Rates by Job Classification  
1/1/2021

Partners / Principals / Directors	\$240.00	to	\$500.00
Managers	\$200.00	to	\$325.00
Senior Consultants	\$150.00	to	\$250.00
Consultants	\$135.00	to	\$200.00
Municipal Bond Disclosure Specialists	\$120.00	to	\$190.00
Support Personnel	\$110.00	to	\$150.00
Interns	\$90.00	to	\$110.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTUS with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

**SCOPE APPENDIX to  
Engagement Letter dated: December 2, 2020  
Between City of Goshen, Indiana and  
Baker Tilly US, LLP**

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

Notwithstanding termination provisions contained in the Engagement Letter, it is agreed that relative to this Scope Appendix that both the Client and Baker Tilly have the right to terminate the work being done under the Scope Appendix. This Scope Appendix will otherwise terminate 60 days after completion of the services described herein. On termination, all fees and charges incurred prior to termination shall be paid promptly.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

*Paige E. Sansone*

Paige E. Sansone, Partner

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



City Clerk-Treasurer

CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

TO: Board of Public Works, Safety & Stormwater

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Compensation and Classification Study Agreement with Baker Tilly US

DATE: July 13, 2021

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Attached for the Board's approval and execution is an engagement letter for Baker Tilly US regarding a Compensation and Classification Study for the City of Goshen.

This agreement is a scope appendix that will be bound to the Baker Tilly master agreement that was passed by the Board of Public Works and Safety on February 8, 2021, signed on February 17, 2021. This appendix defines the scope and cost of a compensation and classification study that will analyze the classification of jobs and wages within the City of Goshen through interviews, reviews, discussions, and comparisons to other municipalities.

We expect Baker Tilly to provide deliverables summarized on page 12 of the attachment, including discussions with management on findings and recommendations, recommended salary grades, detailed class descriptions and a comprehensive job evaluation factor analysis for each position within the City.

The study is expected to last roughly six months at a cost of \$70,900.

Requested motion:

Move to approve and authorize the Mayor to execute approve the agreement with Baker Tilly for a Compensation and Classification Study for the City of Goshen.

**SCOPE APPENDIX to**  
**Engagement Letter dated: \_\_\_\_\_**  
**Between the City of Goshen, Indiana and**  
**Baker Tilly US, LLP**

**RE: Compensation and Classification Study**

**DATE: April 6, 2021**

This Scope Appendix is attached by reference to the abovenamed engagement letter (the "Engagement Letter") between the City of Goshen, Indiana, (the "Client") and Baker Tilly US, LLP and relates to services to be provided by the Baker Tilly US, LLP.

**SCOPE OF WORK**

Baker Tilly US, LLP ("BTUS") will perform the following services:

A comprehensive Classification and Compensation study as set out below.

**Scope Details**

Delineated on the following pages is our project approach and study methodology for Goshen's pay and classification study.

**Project initiation - data collection**

Goshen's designated staff and appropriate officials will meet online with the project director to establish working relationships and to finalize a comprehensive work plan and timetable. All current classification and compensation data will be assembled and evaluated to determine the status of existing human resource management programs and to identify apparent challenges and opportunities.

The purposes of the meeting are to:

- Introduce the project director and other Baker Tilly personnel
- Ascertain the major issues you want your study to address
- Explain the whole process and help you understand your role in it
- Discuss the best ways under the contract for the Baker Tilly consulting team to address those issues
- Discuss, in detail, the methodology to be used in conducting your classification and compensation study, the role of the consultant and your employees and the amount and type of employee participation
- Review the project schedule and determine significant milestones
- Determine the frequency and content of status reports
- Discuss methods of communicating the status of your study to employees
- Discuss how information about each employee's job will be obtained
- Review Baker Tilly's copyrighted *Systematic Analysis and Factor Evaluation* (SAFE®) system of job evaluation

After meeting with Goshen's project liaison and other appropriate officials, an explanatory staff meeting will be held with department directors to discuss Goshen's project objectives and procedures, explain the process and the use of position analysis questionnaires (PAQs, provided by Baker Tilly) and schedule their distribution, collection,

**SCOPE APPENDIX to**  
**Engagement Letter dated: \_\_\_\_\_**  
**Between the City of Goshen, Indiana and**  
**Baker Tilly US, LLP**

review, and verification. Baker Tilly will also have distributed a specific questionnaire to each director to better understand your organizational arrangement, mission, goals and objectives and to determine what challenges, if any, they are experiencing with the existing classification and compensation systems.

Employees play a major role in providing the data needed for your pay and classification study. Therefore, it is imperative that employees receive information about your study and why it is being conducted, be given opportunities for employee involvement throughout the process, learn the expected outcomes, as well as have the opportunity to ask questions and express concerns. Baker Tilly will conduct employee informational meeting(s) to introduce your study, explain study procedures and answer any questions employees may have about the process. These meetings will be scheduled and conducted to ensure that all employees have the opportunity to attend and so as not to disrupt the City's operations.

### Development of classification system

Development of the classification system begins with the distribution of PAQs to Goshen's employees. The questionnaire allows employees to describe their job duties, responsibilities, and essential functions in detail. The questionnaire also provides an opportunity for each employee's supervisor to review and comment on the data supplied by the employee and provide specific comments concerning various job factors that affect the position.

**Right to Reject:** Upon receipt of your PAQ data, the Baker Tilly team will review and analyze the content of all questionnaires for the purpose of making preliminary classification decisions. In doing this we will review the PAQs for the quality and completeness of individual responses. Baker Tilly reserves the right to reject any individual PAQ response deemed by us to have insufficient data to properly score the PAQ in the S.A.F.E. system. In the event this occurs, we will send a notice of our rejection of any individual responses along with our concerns and request that the PAQ(s) be redone in a manual format.

This notwithstanding, it is our preference to avoid rejection of PAQ's by utilize an auditing process to get sufficient information on each position in order to score it under S.A.F.E. Therefore, in the normal course, questionnaires that require clarification and/or verification prior to use will be noted, and the consulting team will determine if it is necessary and appropriate to conduct individual telephone job audits with select employees and/or supervisors to ensure our complete understanding of each position.

Based on the information collected through these PAQs and any job audits, a consistent program of job classification will be developed. This will include well-defined class descriptions for each position. It will also include the assignment of each employee to the appropriate class with respect to duties and responsibilities, skills and abilities and minimum education and experience requirements.

The new class descriptions will include a position title, general definition of work, essential functions, examples of typical tasks, necessary minimum knowledge, skills and abilities,

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education and experience requirements and special qualifications, if any. Special attention will be given to ensuring that bona fide occupational qualifications, licensing, certification, and special training, if dictated by standards of practice and/or job requirements, are included as minimum qualifications of classes. Additionally, any hazardous working conditions and the physical requirements of each position shall also be included.

Requisite knowledge, skills and abilities beyond the ones noted above may be added for a slight additional cost not to exceed \$75.00 per unique position additional to the pricing noted below.

### **Title Consolidation**

To simplify and reduce the number of job titles and job descriptions in your system, your consulting team may recommend consolidation of specific job titles and descriptions, where appropriate. Consolidating job titles and descriptions facilitates efficient administration of your classification plan and avoids confusion which can arise from a proliferation of numerous titles with essentially similar or identical core services. We will coordinate with you to explain our recommendations and seek your input on any suggested change.

### **Review of classifications and class descriptions**

The Baker Tilly project team will prepare a preliminary list of proposed employee classifications, develop draft class descriptions, and submit them in Microsoft Word format to Goshen to disseminate for review, changes, and comments. Our pricing level assumes that City will make notes, edits and adjustments to the job descriptions based upon feedback received by them before returning the marked-up versions of any changed class descriptions for our review. The consulting team will review the comments and amendments and consider adjustments based upon the comments received. After all the requested changes have been evaluated, final classification decisions will be made, and the class descriptions finalized. A list will be prepared concerning the appropriate FLSA status of each job class. If the client desires further changes following this round of review and edits, they may appeal based on the process described below.

### **Job evaluation and development of pay plan**

In order to determine appropriate salary levels of positions in the workforce, Baker Tilly will conduct a customized salary and optional benefits survey to compare City positions with analogous positions in peer public agencies in the area labor market, other governmental units of similar size and private sector employers in the general area. Your project team will consult with City staff to identify the appropriate sources of survey data.

Subsequent to consulting with City staff, appropriate benchmark positions will be identified to be included in the survey. It is proposed that the benchmark positions be selected according to the following criteria:

- Encompass the full range of positions in your study
- Pertain to positions that are experiencing a high rate of turnover

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- Be based on an analysis of exit interviews
- Relate to a review of requests for reclassifications
- Conform to information obtained from discussions with department directors
- Be of sufficient percentage of your overall complement so as to conform with accepted "best practice" standards

Based on the wage data analysis and the classification system developed, the linear least squares method will be used to develop an appropriate salary curve and salary schedule. The salary schedule will contain sufficient pay grades to properly compensate City employees for the development of their abilities over time. The schedule will also relate salary advances within grades to performance.

Baker Tilly has developed and copyrighted a job evaluation system known as SAFE®. This system has been successfully used for several years and has been reviewed by the United States District Court in conjunction with an Equal Employment Opportunity suit and found acceptable to the Court.

It is important to note that the SAFE® system is a unique method of job evaluation. The system was designed to measure job factors that apply specifically to local government.

The SAFE® system rates and ranks jobs based on skill levels and work factors. The result is an equitable and consistent method of evaluating jobs and relating classes to your compensation plan. Our system facilitates proper and equitable cross comparisons between and among classes and minimizes the appearance of favoritism in evaluating, rating and ranking jobs.

Each position, or group of positions, will be evaluated and assigned to an appropriate salary grade based on your classification system and prevailing rates paid by survey participants. The elements considered in determining the relative value of classifications are:



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- Training and ability
- Level of work
- Physical demands
- Independence of actions
- Supervision exercised
  
- Experience required
- Human relations skills
- Working conditions/hazards
- Impact on end results

Fringe benefits data will also be surveyed. The benefits to be surveyed include, but are not limited to, holidays, annual leave, sick leave, insurance coverage (including cost and portion paid by the entity), pension (including entitlements and costs) and other benefits identified in the meetings previously described in this section.

### Appeals from Professional Advice Regarding Classification Recommendations

Using the means outlined above, we endeavor to provide professional classification and pay recommendations based on concurrence between our internal (S.A.F.E.) evaluation process and external market survey results. Occasionally, and in some individual circumstances, the data are mis-matched, and the client may be required to choose between internal equity and external competitiveness based on this situation. In these cases, we will confer with you to obtain your choice of comparators and will endeavor to advise you on your options if this occurs.

We make classification decisions independent of client desires and opinion and based on our professional opinion. However, for quality control purposes and to ensure the PAQ was accurate, and that we properly understand the position, we will invite City management to go over our preliminary findings (based, as they are, on the PAQs as prepared), seeking feedback on our initial results. The quoted professional fees include all desired feedback from a single review process as described herein, to-wit:

1. We will share our initial classification and pay recommendations.
  
2. Following that, we will coordinate with you to set up a meeting to elicit oral feedback from the project team on those preliminary results. In addition, we welcome written comments and will review all comments and concerns provided from any source, either orally or in written form received by the day following that meeting.
  
3. We will respond in writing to all feedback tendered to us, coordinating one additional meeting with the project team to share our responses and engaging with you on any further discussion related to concerns previously raised or on any new concerns raised during the meeting.
  
4. Following that second meeting, we will close further input opportunities and finalize our recommendations and deliver our opinions without further formal opportunity for input. Note that we may be able to review emails or take additional calls, but we cannot guarantee these will be used in our decision process due to need to wrap up the process.

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If, following this process, the client wishes to seek additional review, it may note a formal appeal on the recommended score or grade for any position, and submit any further documentation or information it wishes to submit in support of this process. This material may include a second or amended PAQ to be completed, if desired or requested. Appeals meeting this description will be managed for billing purposes as additions to the contract fees, with charges to incur on an hourly basis for our review of any position identified in the appeal, which must be in writing. However, in no instance shall an appeal cost more than \$275 per position appealed, regardless of time spent. Due to the added fees involved, no appeals will be undertaken without express written authorization from the client representative prior to the acceptance of the appeal. Appeals rulings will include a written response on each appeal filed and are not guaranteed to result in changes to our initial classification of the position.

### Findings on Pay Data

We collect pay data from the peer organizations selected by the client. In addition, we may also provide pay data through various subscriber databases with which we are affiliated. Our quoted professional fees include an assumption that this data is collectible and useful. However, it is noted that occasions may arise where peer organizations will choose to not participate. In the event this occurs, we will advise you of their failure to respond and share our efforts made to collect the data. We will then confer with you on the likely effect to the study of not having the data in question and offer options for your consideration. You may be encouraged to contact the refusing peer organizations directly.

It may become apparent that some data simply cannot be collected, and you will need to elect whether to proceed without the data or to seek data from alternative peer organization(s) not in the initial group. In the instance that data is desired from these alternative peer organization(s), the time spent in an effort to collect new data is chargeable to the project as an additional professional fee. We will not initiate data collection from new peer organizations not named by you unless authorized to do so in writing following discussion. Any charges will be billed at our prevailing lowest rate as depicted in this agreement, regardless of who collects the data.

### Implementation strategy and staff training

At the conclusion of your study, Baker Tilly will work with City staff in developing a plan for implementing the study recommendations using data from the three implementation options offered in our standard process.

These three (3) options include:

1. Bringing all employees found to be currently paid under the minimum of their proposed new grade to the minimum of that new grade.
2. Doing item #1 above, plus giving a percentage increase to those found to be currently paid within the proposed new grade.
3. Doing item #1 above, plus providing a percentage increase per year of service in position to all employees.  
(Note: items # 2 & #3 will not include recommendation to pay over the maximum of the proposed grade.)

Additional options can be developed for additional fees, as noted below (\$480/per implementation option requiring changes to our Excel calculation formulas).

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Baker Tilly also train members of your staff in the methodology used to develop, maintain and update your classification and compensation plan. The training program will include the development and/or revision of class descriptions along with rating, ranking and salary grade assignments of positions. Instruction manuals pertaining to your job evaluation system will be prepared and presented. The Baker Tilly team will remain available to your staff for additional consultation after your study has been completed.

Baker Tilly can provide ongoing assistance to you after completion of your pay and classification study. Post-contract maintenance services include assisting the City with assignment of positions to your classification plan, determining the FLSA status of a new or revised position and conducting job evaluations for reclassification requests and new positions created by the City.

## Outreach Plan

Baker Tilly will provide a formal outreach plan for the City's consideration, and will provide up to two consecutive days onsite, as needed and required, to assist with meetings and other presentations as may be desired by the City. Additionally, Baker Tilly shall provide up to 3 online sessions of one hour each for any needed and desired consultations on the outreach plan and/or staff meetings, as desired and directed by the client. Additional sessions may be added using standard hourly rates, noted below.

## Deliverables

### Final report

The final report will contain the following:

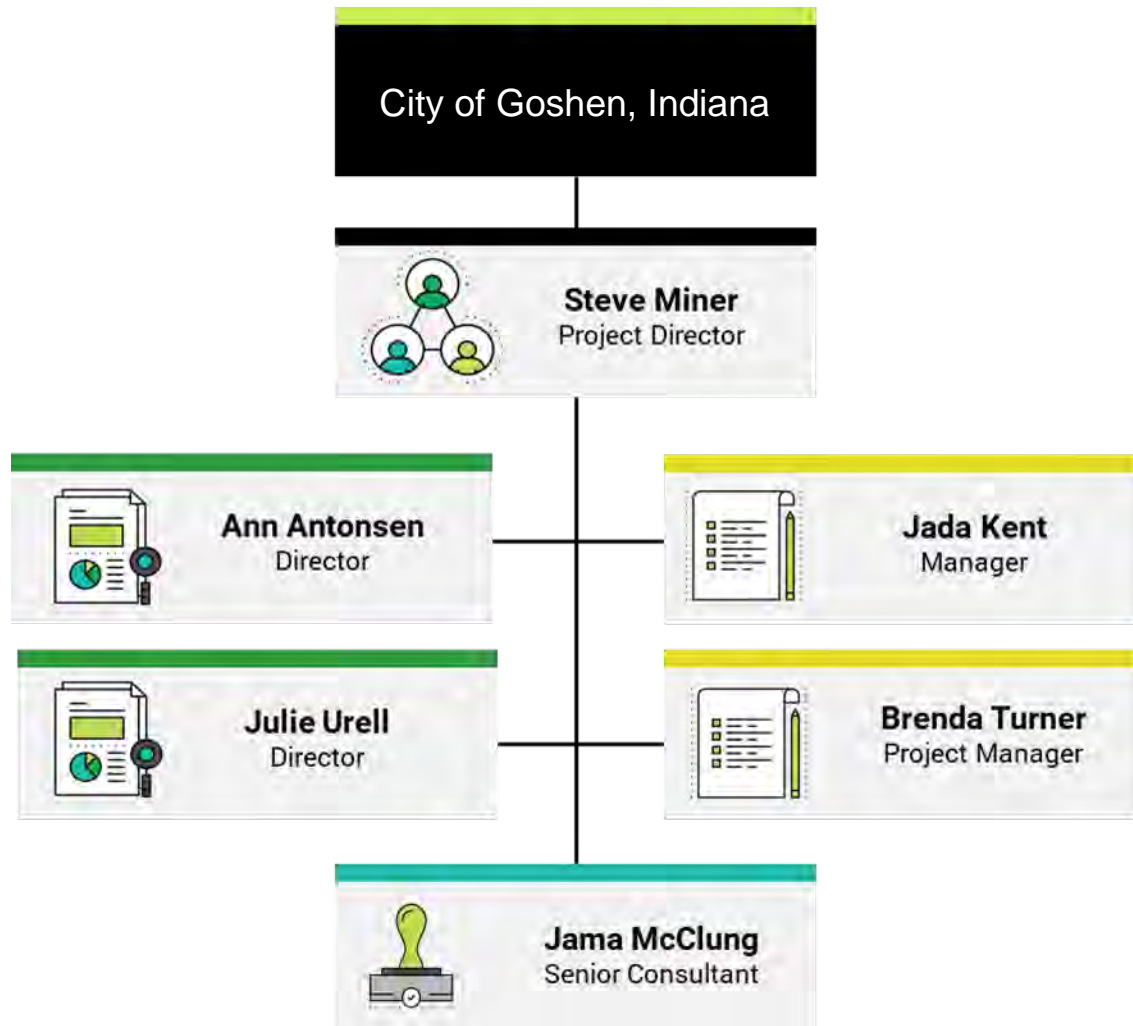
- Detailed study methodology
- Discussion of the consulting team's findings, conclusions and recommendations regarding employee classification, salary structure, fringe benefits, compensation plan, estimated cost and implementation plan
- Schematic list of classes and the assignment of each class to a salary grade
- List of detailed class descriptions
- The results of the salary and benefits survey
- List of employees and their recommended classifications
- Job evaluation factor analysis for each position
- A manual on the use of the SAFE® job evaluation system will also be provided.

### Outreach Plan

As noted above, Baker Tilly will provide a written outreach plan for consideration by the City. This plan will include suggestions on our approach to presenting our findings and gaining acceptance of the results of the study by affected staff and others, including leadership. Our price includes costs and fees relating to implementation of the outreach plan, priced below on a not-to-exceed hourly price.

The project will include one presentation to the City Council, as desired.

Project Team



\*Full bios are available in the proposal.

Client Responsibilities

Client agrees to provide data, feedback and assistance in coordinating the project, as needed and required for a successful project.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

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In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Anticipated Schedule

Below is the draft schedule. It is understood that events may cause changes to this schedule. To the extent that these events are outside the control of Baker Tilly, the project schedule shall be enlarged, as needed to accommodate any delays not caused by Baker Tilly.

<b>City of Goshen, Indiana</b> <i>Pay and classification study</i>	
<b>Activity</b>	<b>Target Date</b>
Contract signed and City initiates work on data request	April 26, 2021
City completes initial data request*	May 5, 2021
Initial planning meeting (onsite/remote), executive briefing,	May 5, 2021
Department Head Interviews (where needed) and employee communications	May 14, 2021
Electronic PAQ distributed	May 17, 2021
PAQ due to next level supervisor	June 1, 2021
PAQ Due to Baker Tilly	June 15, 2021
Baker Tilly submits salary and pay practices survey for City approval	June 29, 2021
City returns salary and pay practices survey to Baker Tilly for distribution	July 7, 2021
Baker Tilly distributes salary and pay practices survey to benchmark organizations	July 14, 2021
Salary and pay practices survey due	August 11, 2021
Baker Tilly prepares draft salary structures and compiled salary and pay practices survey results	September 1, 2021
Discussion of SAFE results with Leadership; Job evaluation meetings (remote)	September 9, 2021
Baker Tilly prepares modified salary structures (as necessary) and approximate implementation costs	September 30, 2021
Baker Tilly submits draft final report, and works with City to schedule final report presentation.	October 7, 2021
Final Report Presented	TBD

Compensation and Invoicing

**Professional fee**

Baker Tilly will perform all the tasks delineated as described in this proposal for a professional fee of **\$70,900, including optional items as described above (Benefits Study and Report and Communication Plan and Onsite Communication Plan Support)**. This fee is based upon review and development of class descriptions for approximately 180 unique position titles and approximately 290 total employees.

Baker Tilly would invoice the City of Goshen for work completed based on the following schedule:

<b>Time of Invoice</b>	<b>Percentage Invoiced</b>	<b>Cumulative Percentage</b>
Completion of project initiation (or employee orientation)	25%	25%
Completion of position analysis questionnaires and current state policy and procedure gap analysis	25%	50%
Completion of draft pay structure(s) or pay structure updates and draft future state HR policies and procedures	40%	90%
Completion of Final Report	10%	100%
Completion of Final Report	10%	100%

**Out-of-pocket expenses**

Baker Tilly would charge the City of Goshen at cost for actual out-of-pocket expenses. Out-of-pocket expenses include, but are not limited to, travel and sustenance, overnight or messenger deliveries, conference calling beyond our internal capabilities, photocopying and mailing costs. Direct out-of-pocket expenses are not expected to exceed **\$3,650** for the project with travel (this includes flights, hotel and car rental).

**Optional Deducts**

As described in the scope appendix above, the client may deduct the following work and associated fees and costs, as desired.

Deductible Fees:

Benefits Study and Report:	<b>\$3,900</b>
Communication/Outreach Plan:	<b>\$1,500</b>
Onsite delivery of Outreach Plan:	<b>\$4,800</b>

Deductible Costs:



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Travel for Onsite Outreach	\$1,700
Travel for Council Presentation	\$ 600

## Additional work

Should the City of Goshen request and authorize additional work, we would invoice the City at an agreed upon fee or our standard hourly fees. Additional Implementation Plans will be billed at a cost of **\$480/plan**. In addition, we would charge, at cost, for any related out-of-pocket expenses.

If additional work is requested and authorized by the Client that is outside of the scope of services or required due to situations discussed herein, Client will be notified and, upon approval, will be invoiced at our standard hourly rates, shown below:

Title	2020 Hourly Rate
Principal and Partner	\$310
Director and Senior Manager	\$260
Manager	\$215
Senior	\$165
Staff	\$160
Associates	\$75

### Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

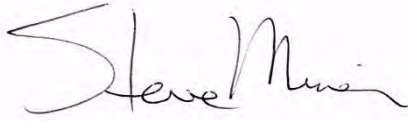
### Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

**SCOPE APPENDIX to  
Engagement Letter dated: February 23, 2021  
Between the City of Goshen, Indiana and Baker Tilly US, LLP**

Sincerely,



Steven Miner  
Managing Director. Baker Tilly US, LLP

Office:  
8219 Leesburg Pike, Ste. 00  
Tysons Corner, VA 22182

Mail to:  
380 Jackson Street, Suite 300  
St. Paul, MN 55101

(O) 804 562 2383  
(M) 804 240 9760  
**[Steve.Miner@bakertilly.com](mailto:Steve.Miner@bakertilly.com) | [bakertilly.com](http://bakertilly.com)**

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





**Legal Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

To: The Board of Public Works & Safety  
From: Carla Newcomer  
Date: July 16, 2021  
Subject: Agreement with Schwartz Electric, Inc.

Attached is Resolution 2021-20 to approve an agreement with NIPSCO for the Mayor to sign regarding a rebate for LED Lighting at the Reith Interpretive Center. Also attached is an agreement with Schwartz Electric, Inc. for the installation of the lighting.

**Suggested Motion:** To adopt Resolution 2021-20 and approve an Agreement with NIPSCO for a rebate for LED lighting and approve the agreement with Schwartz Electric, Inc. for the installation of the LED lighting at the Reith Interpretive Center.

**RESOLUTION 2021-20**

**APPROVE AN ENERGY EFFICIENCY AGREEMENT WITH  
NORTHERN INDIANA PUBLIC SERVICE COMPANY  
AND AUTHORIZE THE MAYOR TO SIGN**

WHEREAS, Northern Indiana Public Service Company (NIPSCO) offers an Energy Efficiency Program and rebate for customers switching to more energy efficient products.

WHEREAS, the City of Goshen Environmental Resilience Department has applied for and has been accepted into the energy efficiency rebate program for the replacement of lighting at the Reith Interpretive Center.

WHEREAS, the agreement for the Energy Efficiency Program is a standard NIPSCO form that requires the Mayor's signature as acceptance to the terms of the program.

NOW, THEREFORE, BE IT RESOLVED that:

The Goshen Board of Public Works and Safety approves and authorizes the Mayor to sign an agreement with Northern Indiana Public Service Company (NIPSCO) for the Energy Efficiency Program.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on July 19, 2021.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
DeWayne Riouse, Member

\_\_\_\_\_  
Barb Swartley, Member

Date Signed \_\_\_\_\_

**AGREEMENT**  
**For**  
**LED Lighting Retrofits at the Reith Interpretive Center**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **Schwartz Electric, Inc.**, (“Contractor”), whose mailing address is 313 E. Waterford Street, Wakarusa, Indiana 46573 and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

**Section 1. Contractor Duties**

Contractor shall provide City the services for the LED Lighting Retrofits at the Reith Interpretive Center which services are more particularly described in Contractor’s July 13, 2021 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

**Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

**Section 3. Compensation**

- (A) City agrees to compensate Contractor the sum of Six Thousand Two Hundred Fifty-Seven Dollars and Fifty-Eight Cents (\$6,257.58) for performing all Duties.
- (B) The City is expecting to be granted a rebate from Northern Indiana Public Service Company (NIPSCO) in the amount of One Thousand Six Hundred Sixty-Four Dollars and Forty Cents (\$1,664.40) for installation of energy efficient LED Lighting. Contractor will cooperate fully in complying with the terms of the rebate program, and assist City in securing such rebate. The rebate will be issued to the City after the installation of the lights.

**Section 4. Payment**

- (A) Payment shall be upon City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528

- (B) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

**Section 5. Ownership of Documents**

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

**Section 6. Licensing/Certification Standards**

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the work performed by Contractor pursuant to this agreement.

**Section 7. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

**Section 8. Non-Discrimination**

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

**Section 9. Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

**Section 10. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

**Section 11. No Investment Activities in Iran**

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

**Section 12. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

**Section 13. Insurance**

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

#### **Section 14. Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

#### **Section 15. Default**

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
  - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.

- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

**Section 16. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**Section 17. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Contractor: Schwartz Electric, Inc  
Troy Schwartz, President  
313 E. Waterford Street  
Wakarusa, IN 46573

**Section 18. Subcontracting or Assignment**

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

**Section 19. Amendments**

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

**Section 20. Waiver of Rights**

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

**Section 21.   Applicable Laws**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

**Section 22.   Miscellaneous**

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**Section 23.   Severability**

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

**Section 24.   Binding Effect**

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

**Section 25.   Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

**Section 26.   Authority to Bind Contractor**

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.



IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

**City of Goshen, Indiana**

Goshen Board of Public Works and Safety

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Da DeWayne Riouse, Member

\_\_\_\_\_  
Barb Swartley, Member

Date Signed: \_\_\_\_\_

**Schwartz Electric, Inc**

\_\_\_\_\_  
Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**Legal Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

To: The Board of Public Works and Safety  
From: Carla Newcomer  
Date: July 19, 2021  
Re: Agreement with Clean Harbors Environmental Services, Inc.

---

The City's Wastewater Treatment Plant is in possession of a certain quantity of potassium cyanide, for which it no longer has a need, and it seeks to dispose such in accordance with applicable statutes, regulations, and other laws. The City desires to contract with Clean Harbors Environmental Services, Inc. to provide for the disposal of the potassium cyanide in its possession. Clean Harbors Environmental Services, Inc. agrees provide disposal services as soon as practical and for a fee not to exceed \$1,514.00.

This agreement replaces the contract with a previous contractor, due to the fact that they were not able to perform the services in the contract.

**Suggested Motion: To approve and execute the Agreement with Clean Harbors Environmental Services, Inc. for the disposal of potassium cyanide for a fee not to exceed \$1,514.00.**

## **AGREEMENT**

### **For the Disposal of Potassium Cyanide**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **Clean Harbors Environmental Services, Inc.** (“Clean Harbors”), whose mailing address is 633 East 138<sup>th</sup> Street, Dolton IL 60419 and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

#### **Section 1. Contractor Duties**

Clean Harbors shall provide City services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance, and all other items necessary to pick up, transport and properly dispose certain potassium cyanide currently located at the City’s wastewater treatment plant in compliance with all applicable statutes, regulations, and other laws (hereinafter referred to as “Duties”).

#### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Clean Harbors shall commence and fully perform the Duties as soon as practical after receiving a notice to proceed from City.

#### **Section 3. Compensation**

City agrees to compensate Clean Harbors a sum not to exceed the amount of One Thousand Five Hundred Fourteen Dollars (\$1,514.00) for performing all Duties.

#### **Section 4. Payment**

- (A) Payment shall be upon City’s receipt of a detailed invoice from Clean Harbors. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Wastewater Treatment Plant  
1000 W. Wilden Ave.  
Goshen, IN 46528

- (B) Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) Clean Harbors is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

## **Section 5. Ownership of Documents**

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Clean Harbors or Clean Harbors’ employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Clean Harbors may retain a copy of the Documents for its records.

## **Section 6. Licensing/Certification Standards**

Clean Harbors certifies that it possesses and agrees to maintain any and all licenses, certifications, or accreditations as required to perform the Duties by Clean Harbors pursuant to this agreement.

## **Section 7. Independent Contractor**

- (A) Clean Harbors shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Clean Harbors shall be under the sole and exclusive direction and control of Clean Harbors and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Clean Harbors and/or Clean Harbors’ employees, agents or subcontractors.
- (B) Clean Harbors understands that City will not carry worker’s compensation or any other insurance on Clean Harbors and/or Clean Harbors’ employees or subcontractors.
- (C) Clean Harbors is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

## **Section 8. Non-Discrimination**

Clean Harbors agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Clean Harbors or any subcontractors, or any other person acting on behalf of Clean Harbors or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee’s hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee’s or applicant’s race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

## **Section 9. Employment Eligibility Verification**

- (A) Clean Harbors shall enroll in and verify the work eligibility status of all Clean Harbors’ newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Clean Harbors is not required to participate in the E-Verify program should the program cease to exist.
- (B) Clean Harbors shall not knowingly employ or contract with an unauthorized alien, and Clean Harbors shall not retain an employee or continue to contract with a person that Clean Harbors subsequently learns is an unauthorized alien.
- (C) Clean Harbors shall require their subcontractors, who perform work under this contract, to certify to Clean Harbors that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Clean Harbors agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

- (D) City may terminate the contract if Clean Harbors fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 10. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if Clean Harbors is a relative of a City of Goshen elected official, or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, Clean Harbors certifies that Clean Harbors has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

### **Section 11. No Investment Activities in Iran**

In accordance with Indiana Code § 5-22-16.5, Clean Harbors certifies that it does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

### **Section 12. Indemnification**

Clean Harbors shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Clean Harbors or any of Clean Harbors' agents, officers and employees during the performance of the services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Clean Harbors is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

### **Section 13. Insurance**

- (A) Prior to commencing work, Clean Harbors shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Clean Harbors shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Clean Harbors shall at least include the following types of insurance with the following minimum limits of liability:
- (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

## **Section 14. Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **Section 15. Default**

- (A) If Clean Harbors fails to perform the services or comply with the provisions of this agreement, then Clean Harbors may be considered in default.
- (B) It shall be mutually agreed that if Clean Harbors fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Clean Harbors shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Clean Harbors shall be liable to the City for any excess costs incurred
- (C) Clean Harbors may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Clean Harbors of any obligation or duty owed under the provisions of this contract.
  - (2) Clean Harbors is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Clean Harbors becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - (4) Clean Harbors becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - (5) A receiver, trustee, or similar official is appointed for Clean Harbors or any of Clean Harbors' property.
  - (6) Clean Harbors is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Clean Harbors unable to perform the services described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Clean Harbors without the consent of the City.

**Section 16. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Clean Harbors shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Clean Harbors.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**Section 17. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Clean Harbors: Clean Harbors Environmental Services, Inc.  
Stephen Petersen, TPM Representative  
633 East 138<sup>th</sup> Street  
Dolton, IL 60419

**Section 18. Subcontracting or Assignment**

Clean Harbors shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Clean Harbors to subcontract or assign any portion of the agreement shall not be construed to relieve Clean Harbors from any responsibility to fulfill all contractual obligations.

**Section 19. Amendments**

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

**Section 20. Waiver of Rights**

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

## **Section 21. Applicable Laws**

- (A) Clean Harbors agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Clean Harbors agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

## **Section 22. Miscellaneous**

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

## **Section 23. Severability**

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

## **Section 24. Binding Effect**

All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

## **Section 25. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Clean Harbors.

## **Section 26. Authority to Bind Contractor**

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.



IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

**City of Goshen, Indiana  
Goshen Board of Public Works and Safety**

**Clean Harbors Environmental Services, Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

By: \_\_\_\_\_

\_\_\_\_\_  
Michael A. Landis, Member

Printed: \_\_\_\_\_

\_\_\_\_\_  
Mary Nichols, Member

Title: \_\_\_\_\_

\_\_\_\_\_  
DeWayne Riouse, Member

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Barb Swartley, Member

Date Signed: \_\_\_\_\_



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **CLOSURE OF BRIDGES 201, 303 & 306 FOR REPAIRS  
(JN: 2021-0010)**

DATE: July 19, 2021

---

Northern Indiana Construction, Inc. has requested permission to close three bridges:

- **Bridge 306** and path to complete the repair of the bank stabilization. During the period from July 19, 2021 to July 23, 2021, the path across the bridge will be closed during the project as well as a section of the parking lot which will be used as a staging area. All proper barricades and signs will be utilized. Northern Indiana Construction, Inc. is requesting this closure to complete the repair of the bank stabilization on each side of the head gate.
- **Bridge 303**, a pedestrian bridge that connects Douglas Street and Shanklin Park. During the period from July 19, 2021 to July 30, 2021, the bridge will be closed for a period of one week. The steel components will be sand blasted and painted during this time.
- **Bridge 201**, a pedestrian bridge that connects Clinton Street and Rogers Park. During the period from July 26, 2021 to August 6, 2021, the bridge will be closed for a period of one week. The steel components will be sand blasted and painted during this time.

**Requested motion: Move to approve closures of Bridges 201, 303 & 306 and path, beginning July 19, 2021 through July 23, 2021.**

ACCEPTED:

**City of Goshen  
Board of Works & Safety**

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mike Landis, Board Member

\_\_\_\_\_  
Mary Nichols, Board Member

\_\_\_\_\_  
DeWayne Riouse, Board Member

\_\_\_\_\_  
Barb Swartley, Board Member



**CITY OF GOSHEN**  
**BOARD OF PUBLIC WORKS AND SAFETY**  
**BRIDGE REPAIR AND MAINTENANCE**  
**JN: 2021-0010**

<b>1</b>	<b>TITLE SHEET &amp; INDEX</b>
<b>2-3</b>	<b>BRIDGE 201 REPAIR DETAILS</b>
<b>4-7</b>	<b>BRIDGE 303 REPAIR DETAILS</b>
<b>8-9</b>	<b>BRIDGE 306 REPAIR DETAILS</b>



**LOCATION MAP**

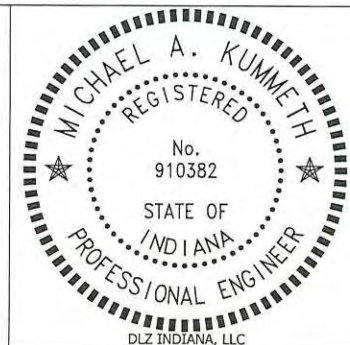


Indiana Department of Transportation  
 Standard Specifications dated 2020  
 to be used with these plans.

STR. #	ROUTE AND CROSSING	SHT. #
201	ALDO SIMPSON PEDESTRIAN BRIDGE OVER ELKHART RIVER	1
303	DOUGLAS ST. PEDESTRIAN BRIDGE OVER MILLRACE CANAL	
306	MILLRACE CANAL HEADGATES	

PLANS PREPARED BY: **DLZ INDIANA, LLC** (574) 236-4400  
 2211 E. JEFFERSON BLVD. PHONE NUMBER  
 SOUTH BEND, IN 46615  
 CERTIFIED BY: *Michael A. Kummeth* 11-13-2020  
 DATE

APPROVED FOR LETTING: \_\_\_\_\_ CITY OF GOSHEN DATE \_\_\_\_\_





**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **ASPHALT PAVING PROJECT  
(JN: 2021-0002)**

DATE: July 19, 2021

---

This memo is to inform the Board of Works and Safety, Niblock will be performing full depth asphalt road replacement on Colonial Manor Drive from Bashor Road to William Drive. The work will require the road to be closed except to local residents. The closure will occur July 19 to July 23, 2021.

Because of scheduling of limited staff and equipment, the road closure is beginning before the board's meeting. The closure began today, July 19 and will continue through July 23.

Goshen Street Department installed message boards at the neighborhood entrance on Colonial Manor Drive, July 14, pre-notifying residents.

**Requested Motion: Move to ratify the closure of Colonial Manor Drive between Bashor Road and William Drive from July 19 through July 23, weather dependent.**



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **16<sup>TH</sup> STREET RECONSTRUCTION - ROAD CLOSURE  
(JN: 2021-0038)**

DATE: July 19, 2021

---

Niblock Excavating, Inc. has requested permission to close 16<sup>th</sup> Street between Fairfield Avenue and Kentfield Way in order to begin the next section of 16<sup>th</sup> Street. 16<sup>th</sup> Street will remain open to local traffic during the project. The closure will begin July 19, 2021. The previous section of construction from Plymouth Avenue to Fairfield Avenue has the stone base and curb placed and will be open for local traffic.

Niblock Excavating, Inc. is requesting this closure in order to complete the planned road reconstruction. The traffic control plan has been modified for the phasing of the project.

**Requested motion: Move to approve road closures of 16<sup>th</sup> Street between Fairfield Avenue and Kentfield Way, beginning July 19, 2021.**

ACCEPTED:

City of Goshen  
Board of Works & Safety

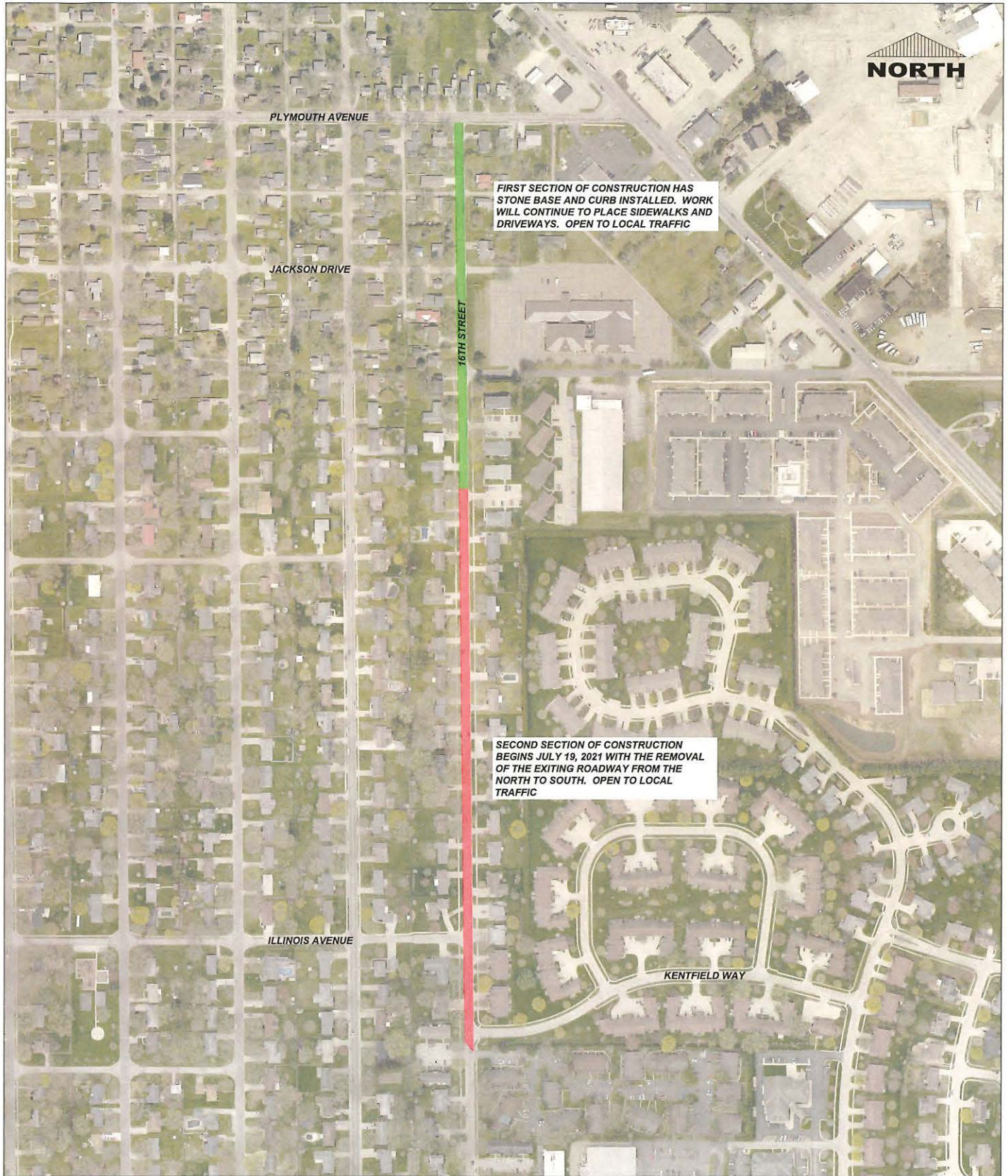
\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mike Landis, Board Member

\_\_\_\_\_  
Mary Nichols, Board Member

\_\_\_\_\_  
DeWayne Riouse, Board Member

\_\_\_\_\_  
Barb Swartley, Board Member



PLYMOUTH AVENUE

JACKSON DRIVE

ILLINOIS AVENUE

KENTFIELD WAY

16TH STREET

FIRST SECTION OF CONSTRUCTION HAS STONE BASE AND CURB INSTALLED. WORK WILL CONTINUE TO PLACE SIDEWALKS AND DRIVEWAYS. OPEN TO LOCAL TRAFFIC

SECOND SECTION OF CONSTRUCTION BEGINS JULY 19, 2021 WITH THE REMOVAL OF THE EXITING ROADWAY FROM THE NORTH TO SOUTH. OPEN TO LOCAL TRAFFIC

**The City Of Goshen**  
 Department of Public Works & Safety  
 Office of Engineering  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626

**16TH STREET RECONSTRUCTION  
 CLOSURE MAP**

Project Number: 2021-0038	
Designed By:	Approved By:
Drafted By:	Date: 07.14.2021
Scale: N.T.S.	



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **DIRECT LINE COMMUNICATIONS, INC. LANE RESTRICTION ON  
S. INDIANA AVENUE – FIBER OPTIC CONDUIT INSTALLATION**

DATE: July 19, 2021

---

Direct Line Communications, Inc. is requesting permission to adjust traffic along S. Indiana Avenue between Plymouth Avenue and Linway Drive. The contractor will be installing a new fiber optic conduit for Surf Broadband along S. Indiana Avenue. Current MUTCD traffic control standards are to be used. These traffic controls will include signs, cones and flaggers as required. The contractor will be allowed one lane to work within at any one time.

**Requested Motion: Approve lane restriction on S. Indiana Avenue, beginning July 21 through August 4, 2021.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Michael Landis, Member

\_\_\_\_\_  
DeWayne Riouse, Member

\_\_\_\_\_  
Barb Swartley, Member

**From:** [Dallas Barkman](#)  
**To:** [Switchboard](#)  
**Subject:** Fwd: Request for item discussion july 12th Board of works .meeting  
**Date:** Tuesday, June 29, 2021 10:12:34 AM

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To whom it may concern,

Thank you for your time at the board of works meeting yesterday . I was reading through the website & I apologize that I did not give ample time for a review of what my concerns were. ( I see now to request items the Friday before the meeting )

My new is Dallas Barkman , I live at the crossing in Goshen , I represent the majority of homeowners at the crossing in Goshen .

We would like to have a discussion of recision of the post constructuon storm water management plan recorded 2007 document # 35326 at the scheduled July 12th board of works meeting ..this will give your board members ample time to review the document & [come.to](#) their own conclusions .

Several reasons why.

1. We feel the post construction storm water ordinance is too intrusive ( 27 pages long )
2. We feel decisions can be made smoother & quicker without government intervention/interference
3. We were not aware of this document until recently & most of us agree that had we known about this document we wouldn't have moved out here in the first place .
4. I personally believe that this document was created during the housing boom, by Mr Kauffman , to pander to his base & to slow down the housing construction in town . Since 2007 a lot has changed, we have had the great recession, a pandemic , increased building costs & rampant inflation, Goshen has no affordable housing options anymore & this is another layer of bureaucracy adding to the costs of obtaining a home.

The reason I state this was meant to slow housing down is because my mom was invited to be on a storm water board ( the county ) in 1999 & 2000. She immediately resigned after a joint meeting with the city & county in which nefarious statements were made about how they were going to shut down the builders & chase them out of town .

You are succeeding in that goal.

Please advise if we can get this as an agenda [item.at](#) the July 12th board of works meeting  
If you need a copy of the document please advise

Dallas Barkman





2007 DEC 28 A 9:14

**Post-Construction Stormwater  
Management Plan (PCSMP)**

**For**

**"THE CROSSING"**

*plat Book 32, Page 37*  
**City of Goshen, Indiana**

This Post-Construction Stormwater Management Plan (PCSMP) is accepted by the Stormwater Utility Board of the City of Goshen, Indiana on this 21 day of December, 2007.

(27)  
64-  
ck

*Allan Kauffman*  
\_\_\_\_\_  
Mayor-Signed

**Allan Kauffman**  
Mayor

*Rudy Stegelmann*  
\_\_\_\_\_  
Member-Signed

**Rudy Stegelmann**  
Member

*Michael A Landis*  
\_\_\_\_\_  
Member-Signed

**Mike Landis**  
Member

60x → Goshen City

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## Table Of Exhibits

**Exhibit 1** - Site Location Map

**Exhibit 2** - Post Construction Stormwater Maintenance Agreement

**Exhibit 3** - Typical Catch Basin

**Exhibit 4** - Structural Control Measures (4 Sheets)

**Exhibit 5** - Inspection Form

**Exhibit 6** - Stormwater Pollution Prevention Plan (SWPPP) Technical Review and Comment Form prepared by Jason Kauffman, Urban Conservationist, with the Elkhart County Soil and Water Conservation District approving the SWPPP for submittal to the Indiana Department of Environmental Management (IDEM).

### 1.0 Introduction

Per Indiana Administrative Code 327-15-13-16, "Stormwater Quality Management Plan Post-Construction Stormwater Runoff Control MCM" municipalities and urbanized areas are required to implement planning procedures to promote improved water quality within their jurisdiction. The City of Goshen, Indiana, has implemented its post-construction stormwater management requirements through Ordinance 4329, which became effective January 25, 2006.

### 2.0 Development Description and Location

The development is known as "The Crossing". This phase of construction contains twenty-nine (29) single-family residential lots. The lots are numbered one (1) through twenty-nine (29) inclusive. The development will occur in phases (phasing has not been determined as of yet) and will contain seventy-four (74) lots when completed. The project will be mixed use with both single-family and multi-family residential units. Additional Post-Construction Stormwater Management Plans will be submitted for each phase as development progresses at the site.

The development is located in the Southwest Quarter (SW1/4) of Section 17, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana. The project contains 8.832 acres, more or less.

The project is located on the east side of County Road #19 (Greene Road), approximately 1,400 feet south of State Road #119 (Plymouth Avenue) on the south side of Goshen, Indiana. A location map for the development is provided as **Exhibit 1**.

### 3.0 Binding Requirements

"The Crossing" is bound by an enforceable maintenance agreement approved by the City of Goshen, Indiana, and recorded in the Office of the Recorder of Elkhart County, Indiana. A copy of the maintenance agreement is provided as **Exhibit 2**. The maintenance agreement designates the legally binding homeowners' association for "The Crossing" as the responsible party for the operation, maintenance, and repair of all installed or required stormwater management facilities. The maintenance agreement also designates funding provisions for the required maintenance.

#### **4.0 Responsible Parties Duties**

Under the requirements of Ordinance 4329, non-exempt real estate is required to:

1. Maintain any stormwater measures and practices identified in the construction plans that are to remain in place after construction activities have been completed.
2. Install and maintain each post-construction stormwater quality measure approved as part of the construction plans.
3. Provide the Department of Stormwater Management with a narrative description of the maintenance guidelines for all post-construction stormwater quality measures to facilitate their proper and long-term function and identify the entity or entities responsible for long-term maintenance. It is an obligation of the project owners and their successors in interest to provide these narrative descriptions to future parties who acquire interest in any portion of the real estate or who assume responsibility for the operation and maintenance of the post-construction stormwater quality measures.
4. Maintain all drainage systems and stormwater storage facilities in good working order.
5. Maintain natural drainage for any portion of the real estate not served by a constructed drainage system.
6. Maintain all erosion and sediment control systems installed on the real estate or identified as part of the construction plans unless such systems were temporary measures only intended to be in place during construction.
7. Maintain all drainage swales installed or identified as part of the construction plan so they do not cause erosion in the receiving channel or at the outlet.
8. Protect natural features such as wetlands and sinkholes from stormwater runoff pollutants.
9. Annually inspect stormwater management facilities to insure compliance with this Ordinance and provide for the removal of silt, litter, grass cuttings, vegetation, and other debris from all catch basins, inlets, and stormwater retention/detention areas.
10. Annually inspect all landscaping to insure compliance with the provisions of the management plan.
11. The party responsible for the operation and maintenance of the stormwater management facilities shall make and maintain records for all installation, maintenance, and repairs of all the systems, structures, and measures. Stormwater system maintenance records must be maintained for a minimum of five (5) years and made available to the Department of Stormwater Management at all reasonable times.

#### **5.0 Potential Pollutants, Sources, Impacts**

The development will be used for residential purposes when completed. Sections 5.1, 5.2, and 5.3 (following) address the potential pollutants, potential pollutant sources, and potential pollutant impacts on the environment.

##### **5.1 Potential Pollutants**

1. Sediments and Solids
2. Nutrients
3. Trash and Debris
4. Oil and Grease
5. Bacteria
6. Temperature Change
7. Pesticides

##### **5.2 Potential Pollutant Sources**

1. Sediments - generated by unpaved (bare) areas, construction activities, on-site storage of sand

and gravel, and land disturbing activities

2. Nutrients - generated by runoff from fertilized lawns and gardens,
3. Trash & Debris - generated by discarded items such as plastic bottles, bags, packaging, general garbage, cigarette butts
4. Oil & Grease - generated by vehicles, equipment (mowers, tillers, chain saws, etc), food preparation
5. Bacteria - generated by animal wastes, fertilizers, leaking trash receptacles
6. Temperature - generated by areas of pavement (asphalt and concrete)
7. Pesticides - improper application rates, failure to follow directions and/or instructions, improper application timing (within 48 hours of an anticipated precipitation event),

### **5.3 Potential Pollutant Impacts**

1. Sediments - carries pollutants such as toxic metals and organic pollutants via chemical bonding, suspended fine sediments cloud water and reduce the distance light penetrates into the water resulting in plant and fish kills
2. Nutrients - accelerates plant growth and algae blooms resulting in fish kills, excessive amounts can render water unfit for recreational and drinking purposes
3. Trash and Debris - unsightly visual effects, can physically damage aquatic animals and fish, releases poisonous substances as it decays
4. Oil and Grease - binds to sediment and settles to the bottom of streams and lakes, reduces oxygen transfer within bodies of water making water toxic for aquatic animals and plants
5. Bacteria - high concentrations of bacteria can result in beach closings and fishing restrictions, additional costs to public water systems due to expensive treatments in order to guarantee safety of the public
6. Temperature - can cause stress in or kill cold-water species of plants and animals, lowers the concentration of oxygen in the water
7. Pesticides - reproductive failure in birds, fish kills, acute illness in humans, water contamination

## **6.0 Post Construction Pollution Control Measures**

The development will utilize both structural and non-structural pollution control measures to minimize the transport of pollutants to local waterways.

### **6.1 Structural Pollution Control Measures**

Catch basins and inlets are being installed within the paved streets of the development to collect stormwater runoff generated by the paved roadways and portions of the runoff generated by hard surfaces such as homes and drives within the project boundaries. Catch basin structures have sumps to capture suspended solids in the stormwater runoff. Sump capture rates for suspended solids vary from 60-97 percent during smaller storm events to an undetermined percentage during heavier storms. Studies are limited on suspended solid removal rates of catch basins and referenced removal rates were obtained from the U.S. Environmental Protection Agency (EPA) website under the heading of "National Menu of Best Management Practices".

A typical detail for a catch basin structure is provided as **Exhibit 3**. Stormwater inlets (catch basins and inlets) of the project will have environmental warning stamps on the storm structure castings. A detail of a typical warning stamp is shown on **Exhibit 3**.

The stormwater conveyance system of "The Crossing" utilizes a retention basin and drainage

swales for sediment removal, filtration, and storage of the stormwater runoff generated by the development. The retention basin and drainage swales are structural control measures for "The Crossing".

The retention basin will remove 75 percent of total suspended solids (TSS) from the stormwater runoff generated by the project. Additionally, the basin will remove phosphorous (60-70%), nitrogen (55-60%), metals (85-90%), and bacteria (90%) from the stormwater. Removal rates were obtained from the U.S. Environmental Protection Agency (EPA) website aforementioned.

Grassed lined swales will remove suspended solids (81%), Phosphorous (29%), nitrate nitrogen (38%), metals (14-55%), and bacteria (negative removal rates for some types of bacteria, others negligible amounts).

Per the post-construction stormwater maintenance agreement for "The Crossing", GRC Investments, LLC or a sufficiently funded homeowners' association shall have a best management practice inspection conducted by a qualified professional once every five (5) years. Any maintenance or repair work identified by the report (inspection) shall be completed within 60 days of the report (inspection). The expense of the inspection shall be borne by GRC Investments, LLC (developer) or the homeowners' association for "The Crossing" and/or a combination thereof. A copy of the report (inspection) must be filed with the Goshen City Department of Stormwater Management.

The City of Goshen or its designee is authorized to access the real estate ("The Crossing") as the City or designee deems necessary to conduct inspections of the stormwater management practices, facilities, structures, operations, or drainage easements to determine that proper maintenance is occurring.

**When the infrastructure of "The Crossing" is accepted by the City's Board of Works and Safety, the City will:**

1. Provide a yearly cleaning of the catch basin sumps.
2. Provide televising and cleaning of the storm sewer lines on an as needed basis.
3. **Until acceptance by the City, the developer or association must maintain these measures.**

**6.2 Nonstructural Pollution Control Measures**

Nonstructural measures for the project include sweeping the streets. Additionally, the collection of lawn wastes (grass clippings, leaves, etc) will reduce pollution in the stormwater runoff. Trash collection/containment will also provide a reduction in pollution within the development. Stormwater inlets (catch basins and inlets) at the site have stormwater warnings cast into the castings. A detail for a typical warning stamp appears on Exhibit 3.

The responsible party (GRC Investments, LLC or a sufficiently funded homeowner's association) will educate lot purchasers of "The Crossing" about the development's stormwater responsibilities. Once a homeowner's association is established, the association shall be responsible for continued stormwater education in conjunction with the City's Stormwater Department and its publicly offered education programs.

The following subsections provide minimum best management practices for building maintenance, lawn maintenance, vehicle maintenance, pet care, and trash collection/containment.

**a. Building (Home) Maintenance**

1. When pressure washing buildings, rooftops, and other large objects, control runoff. (i.e.: Do not let wash water run onto driveways and other hard surfaces.)
2. Properly dispose of construction wastes (excess concrete, wood, mortar, paints, etc) generated during building construction or remodeling.
3. Store toxic materials in a covered area when not in use and during periods of precipitation.
4. Store toxic materials in a secure place to prevent vandalism.
5. Do not dump any toxic substances or liquids onto hard surfaces (drives, walks, patios, street), the ground (grassed areas, landscaping, etc), or into the catch basins or inlets of the development.
6. Employ erosion control and stabilization measures when areas of earth are disturbed.
7. Switch to non-toxic chemicals for maintenance, when possible.
8. Dispose of hazardous materials (batteries, cleaners, paints, thinners, pesticides, fertilizers, herbicides, etc) at a designated household hazardous waste center.
9. Purchase and use biodegradable, recycled, or recyclable products when possible.
10. Use permeable pavement (i.e.: interlocking plastic grids filled with sand) for additional walks and patios.
11. Implement the use of rain barrels for watering during dry spells.
12. Direct all downspouts to grassed areas of the lot.

**b. Lawn Maintenance**

1. Do not apply fertilizers, pesticides, or herbicides within 48 hours of an anticipated precipitation event.
2. Use fertilizers, pesticides, and herbicides at minimal amounts.
3. Use native plants in landscaping.
4. Cover flowerbeds with secured mulch to reduce sediment runoff.
5. Do not over water lawns and water only during the cool part of the day.
6. Mulch or collect all lawn maintenance debris (grass clippings, weeds, leaves, etc) and dispose of according to local regulations.
7. Piles of excess dirt and mulch are to be stored as far away from catch basins and inlets as possible. Piles are to be covered at all times.
8. Reseed all bare areas within the individual lot. Seeded areas are to receive mulch. Mulch may be clean grain straw, hay, or wood fiber and should be secured in an appropriate manner. Wood chips can be used in areas where mowing will not occur, such as flowerbeds.

**c. Vehicles and Garages**

1. Use a commercial carwash that treats or recycles water or wash vehicles on lawn. If vehicle is washed on lawn, use minimal amounts of cleaners and detergents.
2. Check all vehicles (cars, trucks, motorcycles, lawnmowers, etc) for leaks of fuel, oils, and other fluids. Repair leaks or collect leaking fluids using kitty litter, carpet scraps, or other acceptable absorbent and dispose of used absorbents according to local regulations.
3. Recycle used oil and other fluids; never place these products in the trash, dump them onto the ground, flush them, pour them down drains within the home, or pour them into stormwater catch basins or inlets. **One quart of oil can pollute two (2) million gallons of drinking water (Maryland Cooperative Extension Services, 1987).**

**d. Pet Care**

1. When walking pets, pick up waste and dispose of it; flushing is the best method of disposal.
2. Kennels are to be kept clean at all times to avoid a concentrated discharge of pollutants during periods of precipitation.

**e. Trash Collection/Containment**

1. Trash containers (trashcans, recycle bins, etc.) are to be inspected on a regular basis; leaking containers are to be replaced immediately.
2. Trash containers are to be placed as far away as possible from all stormwater inlets.
3. Trash containers must be covered (inside storage, lids, etc).
4. Trash containers are to be protected from wind and wildlife dispersal at all times.
5. A weekly collection of trash and debris is to occur within the individual lots. The collection must include removing trash from any stormwater inlet adjacent to the lot and the street adjacent to the lot. Trash and debris includes items such as fast food containers, plastic bottles, plastic bags, smoking wastes, bottles, cans, diapers, and related materials.

**When the infrastructure of “The Crossing” is accepted by the City’s Board of Works and Safety, the City will:**

1. Provide sweeping of the streets dedicated to the public
2. Provide weekly trash collection
3. Provide fall leaf pickup
4. Provide brush pickup

**6.3 Location Of Structural Control Measures**

Refer to **Exhibit 4** for the location of all structural stormwater pollution control measures for the project. Measures being implemented include catch basins and inlets,

**7.0 Installation Of Structural Control Measures**

The post-construction pollution control measures will be installed during the development’s construction. Upon completion of construction at the development, all identified structural control measures will be installed and operational. Refer to **Exhibit 4** for locations of the structural control measures.

**8.0 Inspection And Maintenance Guidelines For The Stormwater Pollution Control Measures Include The Following:****8.1 Inspection**

All stormwater management facilities must undergo, **at the minimum, an annual inspection** to document maintenance, repair needs, and insure compliance with the requirements of the maintenance agreement and maintenance covenant (**Exhibit 2**). Additionally a Best Management Inspection Report of the site must be completed by a qualified professional. This report (inspection) must be filed with the Goshen City Department of Stormwater Management.

Note: Any repairs or maintenance identified by the report (inspection) must be made or completed within 60 days of the report.



Inspection documentation shall be made for those pollution control measures under designated control of the responsible party. For "The Crossing" the items requiring annual inspection include a catch basin, an inlet, and an existing outfall.

A form for documenting the inspections is included as **Exhibit 5**.

## **8.2 Maintenance Procedures**

The stormwater conveyance system of the development consists of catch basins, inlets, swales, a retention basin, and an outfall. The subsections (following) address maintenance schedules and procedures for each of the structural control measures.

### **a. Catch Basins and Inlets:**

1. Inspect catch basins and inlets & remove built-up trash and debris - **annually and after each storm event greater than 2 inches**
2. Remove root intrusions - **as needed**
3. Repair broken grates - **as needed**
4. Sediment management - **refer to Section a.1 following**

Refer to **Exhibit 4** for the location of the catch basins and inlets.

#### **a.1 Catch Basin Maintenance And Cleaning:**

Sediment is to be removed from the catch basin sump areas when sediment deposits reach a level equal to one-third the original sump depth to the invert of the lowest pipe or opening out of the basins. The catch basins may be cleaned by hand, vacor truck, or other suitable machinery. **All cleanings must be performed by a qualified professional.**

A detail of a catch basin is provided as **Exhibit 3**.

### **b. Outfall:**

1. Inspect outfall structure for damage and clogging - **annually**
2. Inspect outfall structure for animal intrusions and root intrusions - **annually**
3. Inspect area adjacent to outfall for erosion and correct as needed (i.e. add riprap) - **annually and after each storm event greater than 2 inches**
4. Remove vegetative overgrowth - **annually**
5. Remove collected trash and debris - **annually and after each storm event greater than 2 inches**

Refer to **Exhibit 4** for the location of the outfall.

### **c. Retention Basin:**

1. Inspect basin for signs of wetness or damage - **annually**
2. Note signs of petroleum hydrocarbon contamination and handle properly - **annually**
3. Check basin after storm event (greater than 2 inches) to ensure that water percolates within 2-3 days - **as 2" storm events occur**
4. Repair eroded areas - **annually**
5. Mow and remove litter and debris, stabilize eroded areas, repair undercut and eroded

areas at outlet structure - **as needed**

6. Scrape bottom and remove sediment, restore original cross-section and infiltration rate, seed or sod to restore ground cover - **every 5 years**

Refer to **Exhibit 4** for the location of the basin.

**d. Swales:**

1. Inspect grass along the side slopes for erosion and formation of rills or gullies and correct - **annually (semi-annual the first year)**

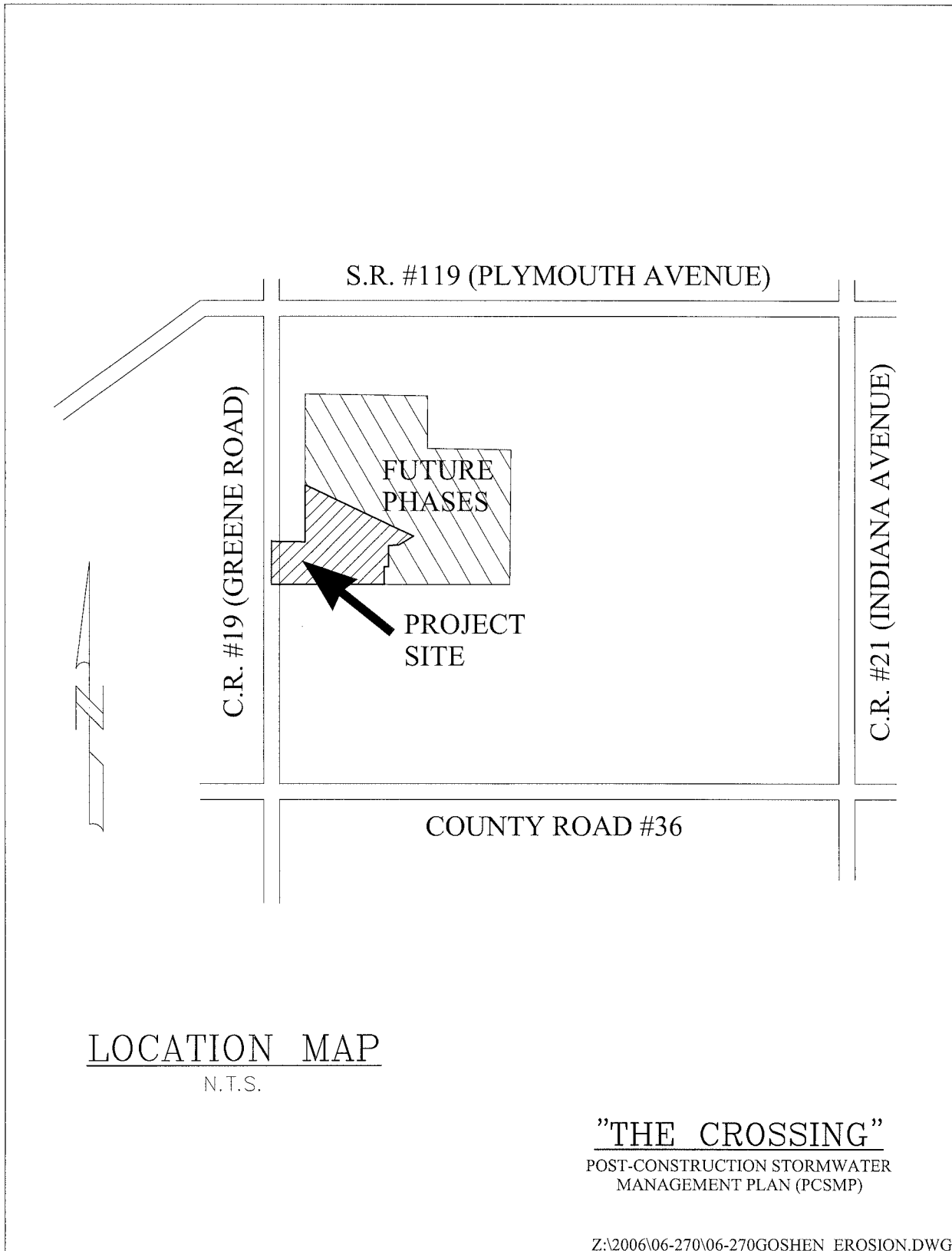
2. Plant alternative grass species if the original grass cover has not been successfully established - **annually (semi-annual the first year)**

3. Rototill or cultivate the surface of dry swales if the swale does not draw down within 48 hours - **as needed (infrequent)**

4. Mow grass to maintain a height of 3-4 inches - **as needed (frequently during growing months)**

5. Remove sediment build-up within the bottom of the swale once it has accumulated to 25 percent of the original design volume - **as needed (infrequent)**

Refer to **Exhibit 4** for the location of the swales.



LOCATION MAP

N.T.S.

"THE CROSSING"

POST-CONSTRUCTION STORMWATER  
MANAGEMENT PLAN (PCSMP)

**POST-CONSTRUCTION STORMWATER MAINTENANCE AGREEMENT**

This agreement is entered into by and between GRC Investments, LLC on behalf of "The Crossing" (Lots 1 through 29 inclusive) and any successor in interest to "The Crossing" (Lots 1 through 29 inclusive), hereinafter collectively referred to as GRC, and the City of Goshen, through its Board of Stormwater Management, hereinafter referred to as City.

**RECITALS**

1. The subject real estate is subject to the zoning and development jurisdiction of the City of Goshen.
2. GRC agrees to comply with Ordinance 4329 and any amendment or replacement to Ordinance 4329. Ordinance 4329 requires GRC to install and maintain stormwater management practices on the subject real estate in accordance with the requirements of Ordinance 4329 as amended from time to time, and in accordance with approved plans submitted to the City of Goshen Engineering Department and permit conditions issued by City; provided, however, that no amendments to Ordinance 4329 shall obligate GRC or a sufficiently funded homeowners' association succeeding it under this Agreement, to revise, amend, or expand upon its obligations under this Agreement, or under the Post-Construction Stormwater Management Plan established by Brads-Ko Engineering and Surveying, Inc., and submitted to and approved by the City of Goshen, unless and until GRC, or such homeowners' association shall receive written notice of any additional standards or requirements. This agreement is executed to ensure that GRC or a sufficiently funded homeowners' association implements in perpetuity all structural and non-structural pollution control measures as identified in the Post Construction Stormwater Management Plan.

**REAL ESTATE**

The subject real estate consists of certain real estate commonly referred to as "The Crossing", and more particularly described as follows:

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A COUNTY MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE CENTERLINE OF COUNTY ROAD NUMBER 19, A DISTANCE OF 1072.56 FEET TO A MAG NAIL MARKING THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED JAMES M. RUPRIGHT AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2006 19435, INSTRUMENT NUMBER 2006 19436 AND INSTRUMENT NUMBER 2006 19437, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND THE CENTERLINE OF COUNTY ROAD NUMBER 19, A DISTANCE OF 292.55 FEET TO A MAG NAIL MARKING THE SOUTHWEST CORNER OF LOT NUMBER ONE (1), AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF HAY'S FARM SUBDIVISION, A SUBDIVISION IN ELKHART TOWNSHIP, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 16, PAGE 8; THENCE SOUTH 89 DEGREES 09 MINUTES 09 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT NUMBER ONE (1), A DISTANCE OF 225.00 FEET TO A REBAR; THENCE NORTH 00 DEGREES 00 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF LOT NUMBER ONE (1) THROUGH LOT NUMBER FOUR (4), INCLUSIVE, AS THE SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF SAID HAY'S FARM SUBDIVISION, A DISTANCE OF 386.83 FEET TO A REBAR ON THE CENTERLINE OF AN AEP ELECTRIC TRANSMISSION LINE; THENCE SOUTH 64 DEGREES 47 MINUTES 18 SECONDS EAST ALONG SAID CENTERLINE, A DISTANCE OF 815.28 FEET TO A POINT ON THE SAID CENTERLINE; THENCE SOUTH 58 DEGREES 30 MINUTES 00 SECONDS WEST, A DISTANCE OF 114.62 FEET; THENCE SOUTH 85 DEGREES 50 MINUTES 00 SECONDS WEST, A DISTANCE OF 70.19 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 144.04 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 07 SECONDS WEST TO THE NORTH LINE OF AFORESAID RUPRIGHT PARCEL, A DISTANCE OF 120.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS WEST ALONG THE NORTH LINE OF AFORESAID RUPRIGHT PARCEL, A DISTANCE OF 764.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 8.832 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

The described real estate is referred to in this agreement as the subject real estate. A map showing the site location is

attached as Exhibit 1. Additionally, a reduced copy of the Plat of the "The Crossing" and subject of this PCSMP is attached for reference purposes and is designated as Exhibit 7.

### POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN

1. The Post Construction Stormwater Management Plan, hereinafter referred to as PCSMP, was filed by Brads-Ko Engineering and Surveying, Inc. with the City of Goshen Stormwater Department. The PCSMP was approved by the City of Goshen Stormwater Utility Board and is available for copying and/or review in the City of Goshen's Stormwater Department. The PCSMP is specifically incorporated into this agreement by reference.
2. The Developer is responsible for implementing and funding the maintenance plan. If a sufficiently funded homeowners' association or other third party assumes these responsibilities, the Developer shall notify the City of Goshen's Stormwater Department prior to the transfer of responsibility.

### MAINTENANCE PLAN

1. The maintenance plan is established in the Post Construction Stormwater Management Plan.
2. GRC is responsible to see that all post construction pollution control measures identified in the PCSMP are timely and properly implemented unless and until a sufficiently funded homeowners' association is in place and charged with the responsibility to timely and properly implement all post construction pollution control measures identified in the PCSMP.
3. GRC is responsible for the routine and extraordinary maintenance of stormwater management practices identified in the PCSMP unless and until a sufficiently funded homeowners' association is in place and charged with the responsibility to collect the funds necessary for proper routine and extraordinary maintenance of all stormwater management practices identified in the PCSMP and assumes the responsibility to see that all routine and extraordinary maintenance is completed in a timely and workman-like manner.
4. A sufficiently funded homeowners' association must include an enforceable mechanism to assess all owners of real estate within the subject real estate in an equitable fashion to provide adequate funds to maintain the stormwater management practices identified as part the PCSMP in perpetuity. The homeowners' association must have the authority to increase any such assessments as needed to fund the necessary cost of maintenance as such costs increase.
5. If for any reason GRC or a sufficiently funded homeowners' association is unable or otherwise fails to fulfill the obligation to implement all post construction pollution control measures identified in the PCSMP or fails to timely or properly maintain any stormwater facility, structure or operation identified in the PCSMP, the City of Goshen's Stormwater Department may elect to assess each real estate owner within the subject real estate with an annual assessment of sufficient size to fund all pollution control measures and stormwater structure, facility and operation maintenance identified in the PCSMP until GRC or a sufficiently funded homeowners' association resumes such responsibility. GRC nor any sufficiently funded homeowners' association assuming the obligation to implement post construction pollution control measures or the maintenance of any stormwater facility, structure or operation shall have no right to rely on the City of Goshen's Stormwater Department assuming such obligation under the terms of this section, nor will GRC or a sufficiently funded homeowners' association be released of any obligation to implement such measures or continue such maintenance if City elects to collect assessments or provide maintenance under the terms of this section.

### INSPECTION, REPAIRS AND CORRECTIVE ACTIONS

1. Once every five (5) years GRC or a sufficiently funded homeowners' association shall at their own expense have a best management practice inspection conducted by a qualified professional. A copy of the inspection report shall be filed with City's Department of Stormwater Management. Any maintenance or repair work identified by the report shall be completed within sixty (60) days of the report.
2. The City or its designee is authorized to access the real estate as City deems necessary to conduct inspections of the stormwater management practices, facilities, structures, operations or drainage easement to determine proper maintenance.

3. Upon notification by Goshen's Department of Stormwater Management of maintenance problems which require repairs or other correctable action GRC or a sufficiently funded homeowners' association shall complete such repairs or corrective action within sixty (60) days.
4. If GRC or a sufficiently funded homeowners' association does not believe repairs or corrective action identified by Goshen's Department of Stormwater Management are warranted, GRC or a sufficiently funded homeowners' association may appeal the determination to the Board of Stormwater Management by filing a written appeal with the presiding officer of the Board of Stormwater Management within twenty (20) days of the receipt of the notice of the need to make repairs or take corrective action.
5. If GRC or a sufficiently funded homeowners' association fails to make repairs or take corrective action within sixty (60) days or fails to appeal the need to make such repairs or take such corrective action to the Board of Stormwater Management within twenty (20) days, City is authorized to make the needed repairs or take such corrective action and charge the cost of the repairs and/or correction action to GRC or a succeeding homeowners' association. If GRC or a sufficiently funded homeowners' association fails to pay the costs billed, City may take any action necessary to have the unpaid costs assessed against GRC or a sufficiently funded homeowners' association collected with the real estate taxes as a special charge against the real estate.

### **REAL ESTATE OWNERS' RESPONSIBILITIES**

To the extent that the following duties are not carried out by a homeowners' association, developer or some other third party the owner of the real estate shall be responsible for each of the following:

1. Maintenance of each post construction stormwater quality measure located on or used to benefit the owner's real estate.
2. Informing any entity taking title to a portion of the subject real estate with a narrative description of the maintenance guidelines for all post construction stormwater quality measures prior to the transfer of title to the new owner.
3. Maintenance of all stormwater maintenance facilities and drainage systems in good working order.
4. Maintenance of all natural drainage for any portion of the owner's real estate not served by stormwater maintenance facilities or drainage systems.
5. Maintenance of all erosion sediment control systems installed on the owner's real estate unless such systems were temporary measures only intended to be in place during construction.
6. Maintenance of all drainage swales on the owner's real estate so the swales do not cause erosion in the receiving channel or at the outlet.
7. Protection of all natural features such as wetlands and sinkholes on owner's real estate from stormwater runoff pollution.

### **AGREEMENT RUNNING WITH REAL ESTATE**

This agreement shall run with the described real estate and be binding upon all successors in interest and assigns.

### **DEED COVENANTS**

Every deed executed to transfer any portion of the subject real estate shall contain a covenant providing for the maintenance of stormwater facilities and for pollution control measures in the following form.

This real estate is subject to the City of Goshen Post Construction Stormwater Ordinance. The owner of this real estate and any successors in interest to the owners of the real estate are responsible for the operation, maintenance and repair of all pollution control measures on or affecting the real estate and for the operation, maintenance and repair of all stormwater maintenance facilities, structures or operations described in the Post Construction Storm Water Management Plan applicable to this real estate and filed with the City of Goshen Stormwater Department. City of Goshen is granted an access and maintenance easement over the real estate to inspect and maintain the stormwater facilities located on the real estate. In the event the owner of this real estate fails to maintain the stormwater facilities,

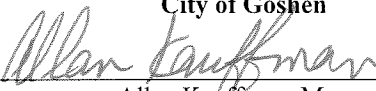
structures or operations in good working order or fails to properly carry out any pollution control measures applicable to the real estate, the City of Goshen, after notice to the real estate owner, may repair such stormwater facilities or carry out such pollution control measures and charge such costs and expenses to the owner of the real estate at the time the repairs were made or the measures were carried out. Such costs, if not paid upon billing, shall constitute a lien upon the real estate and an encumbrance to the title to the real estate.

**MISCELLANEOUS**

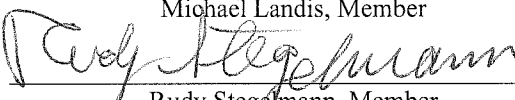
1. GRC or a sufficiently funded homeowners' association agrees that upon the sale of any portion of the subject real estate, GRC or a sufficiently funded homeowners' association will advise the purchaser of this agreement in writing prior to the sale.
2. This agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The venue for any action brought by either party relating to or arising out of this agreement shall be in Elkhart County, State of Indiana.
3. If it becomes necessary for any party to this agreement to institute litigation in order to enforce or construe the terms and provisions of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such litigation from the non-prevailing party.
4. No remedy conferred upon any party in this agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy shall be cumulative and shall be in addition to any other remedy given under the terms of this agreement or existing at law or equity. Every power or remedy provided in this agreement may be exercised concurrently or independently and as often as deemed appropriate.
5. This agreement contains the entire agreement between the parties respecting the matters set forth.

IN WITNESS WHEREOF, the parties have executed this Agreement on this, the 21 of December, 2007 (City) and the 17 day of Dec, 2007 (GRC).

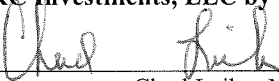
**City of Goshen**

  
\_\_\_\_\_  
Allan Kauffman, Mayor

  
\_\_\_\_\_  
Michael Landis, Member

  
\_\_\_\_\_  
Rudy Stegmann, Member

**GRC Investments, LLC by Chad Leiby, Member**

  
\_\_\_\_\_  
Chad Leiby, Member

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ELKHART )

Before the undersigned, a Notary Public, personally appeared Allan Kauffman, Michael Landis, and Rudy Stegelmann, the Mayor and members respectively, of the City of Goshen Board of Stormwater Management and acknowledged the execution of the foregoing instrument this 21st day of December, 2007.

Shannon Marks, Shannon Marks, Notary Public

Residing in: Elkhart County, Indiana My Commission Expires: March 27, 2008



STATE OF INDIANA )  
 ) SS:  
COUNTY OF Elkhart )

Before the undersigned, a Notary Public, personally appeared Chad Leiby, a Member of GRC Investments, LLC and acknowledged the execution of the foregoing instrument this 17th day of December, 2007.

Sandra L. Shock (Notary Signature)

Notary Seal:

Sandra L. Shock (Notary Printed)

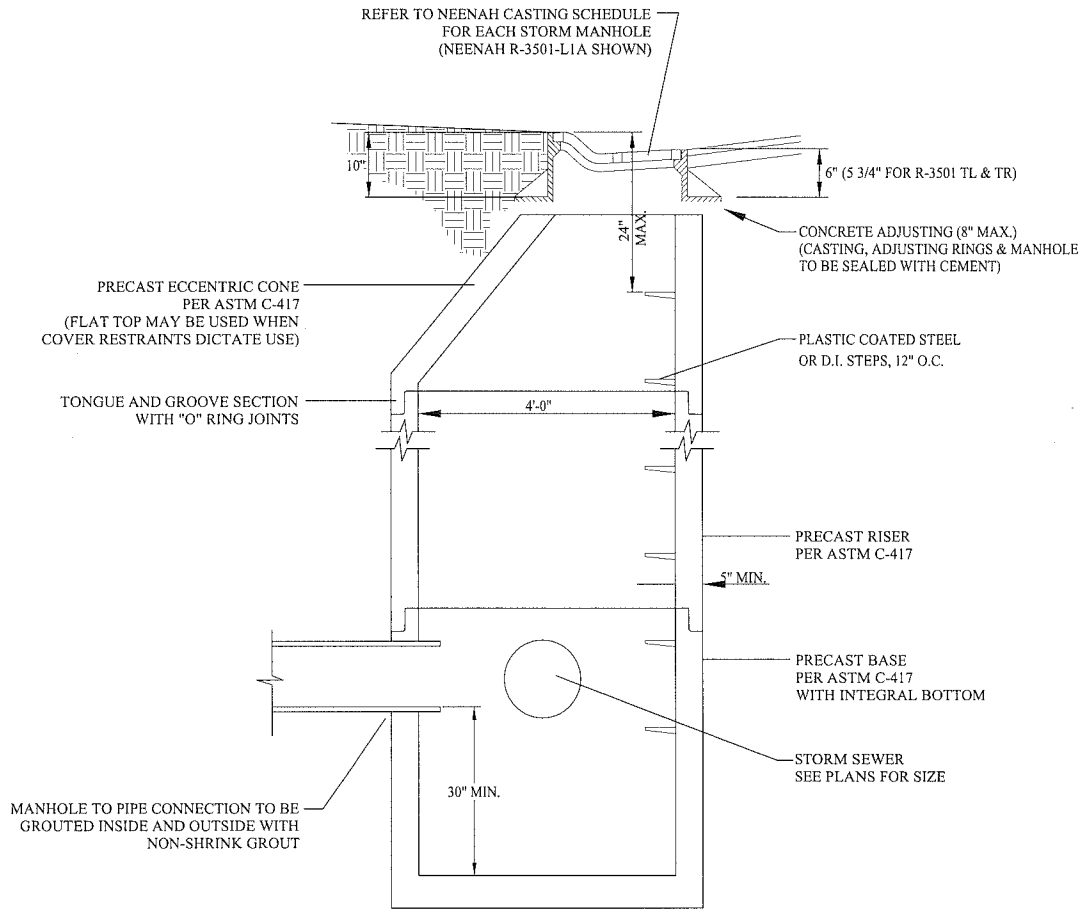
Residing in: Kosciusko County, Indiana

My Commission Expires: June 8, 2008

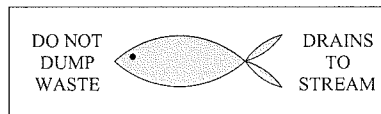




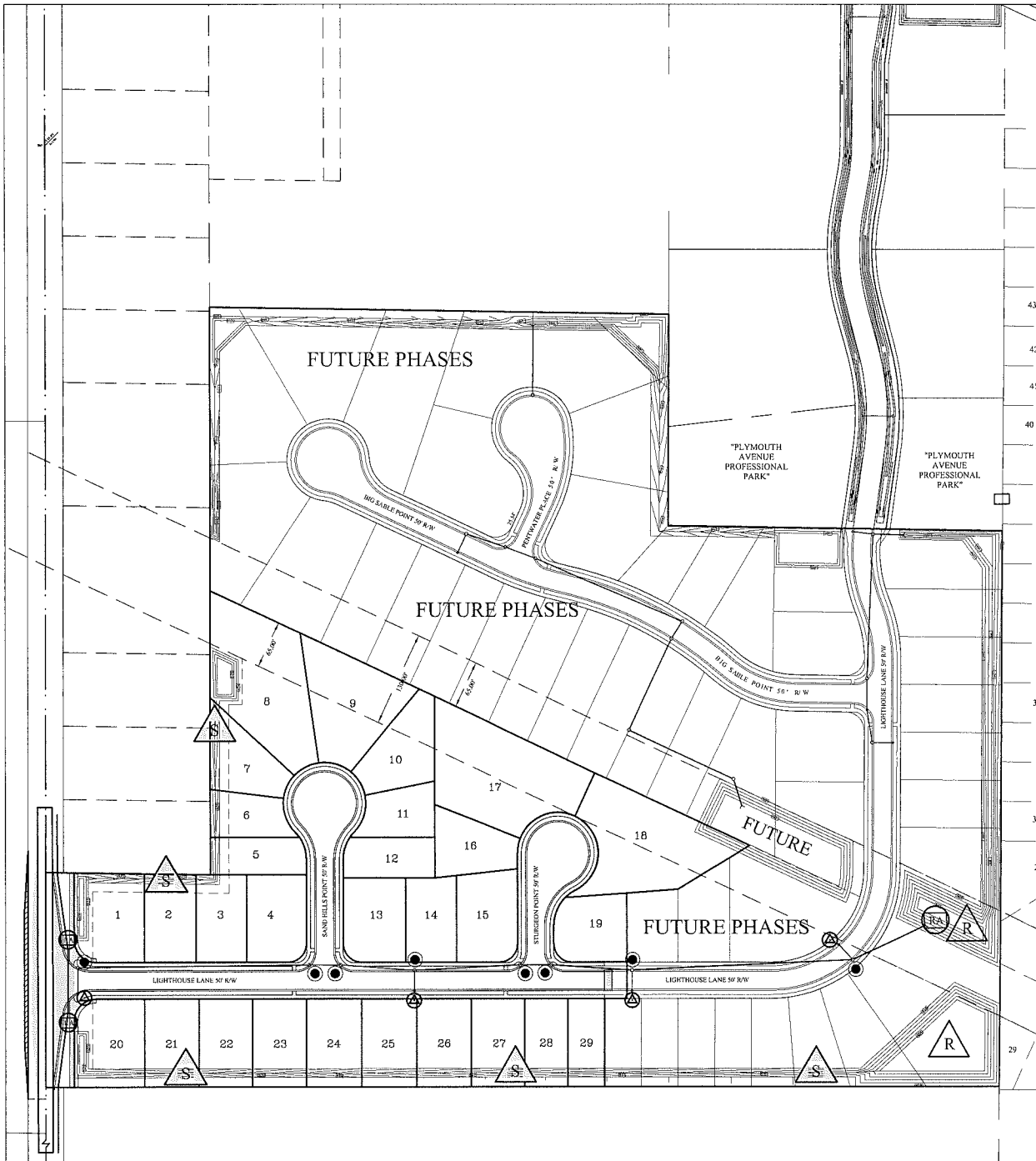
EXHIBIT 3



\* ENVIRONMENTAL WARNING STAMP EMBOSSED IN THE CASTING

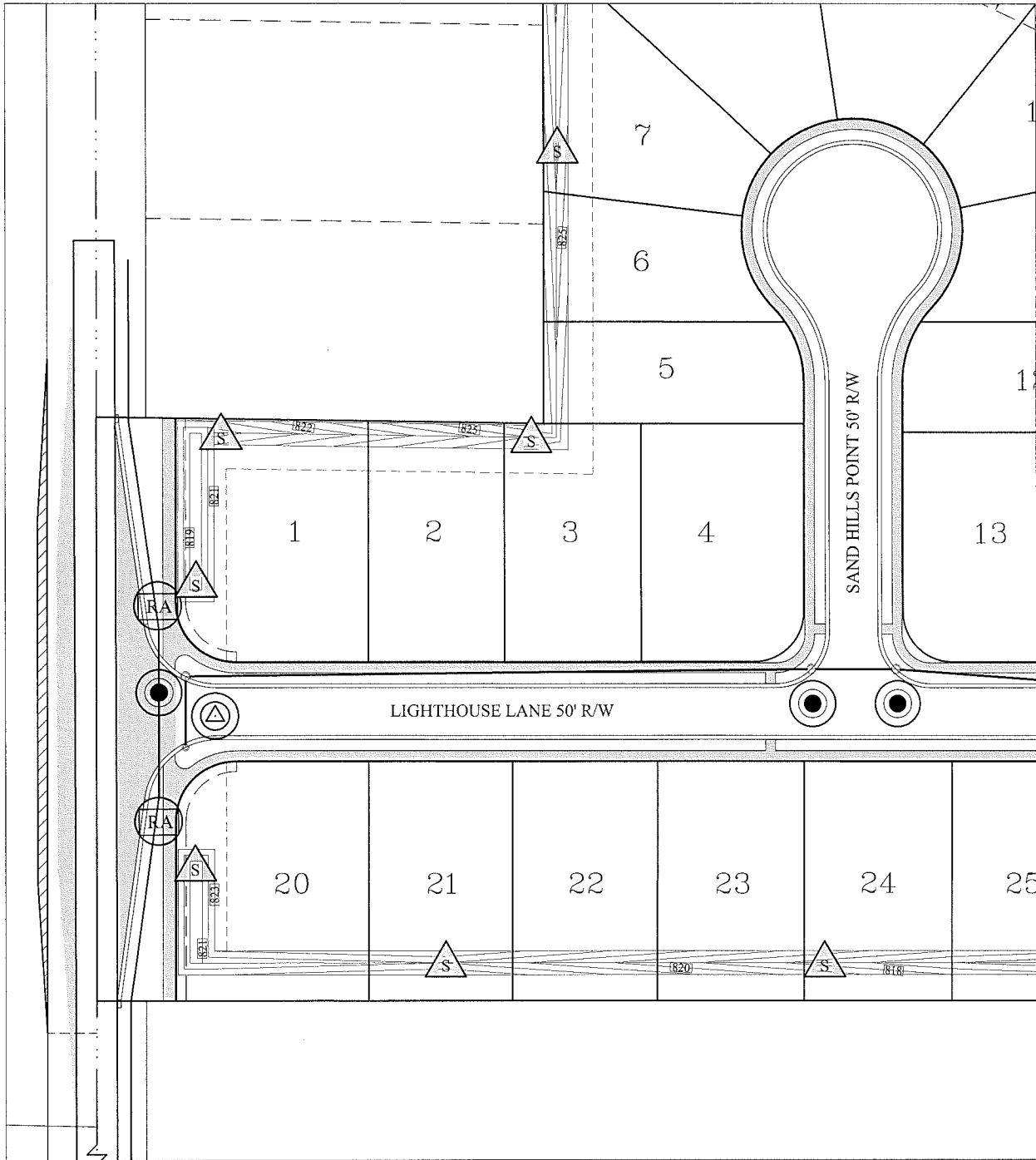


\*OR EQUIVALENT

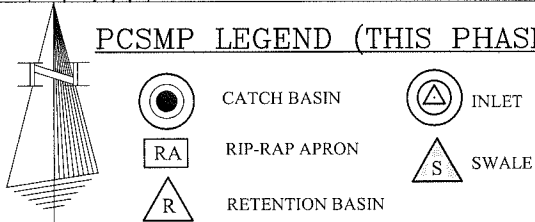


OVERALL SITE  
STRUCTURAL  
CONTROL  
MEASURES  
(THIS PHASE)

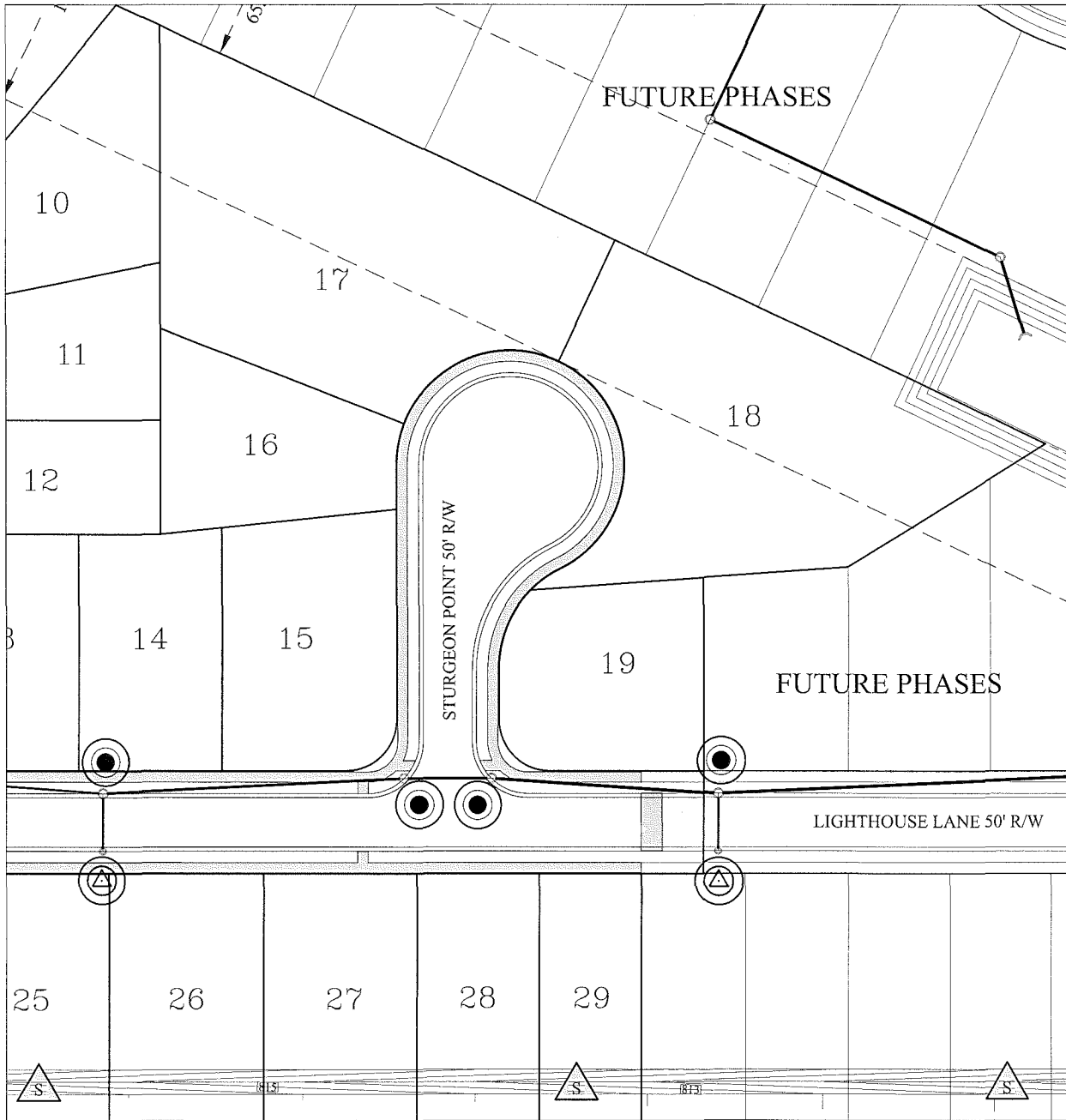
THE CROSSING  
POST-CONSTRUCTION STORMWATER  
MANAGEMENT PLAN (PCSMP)



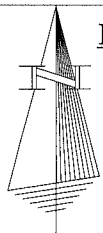
**PCSMP LEGEND (THIS PHASE)**








**THE CROSSING**  
 POST-CONSTRUCTION STORMWATER  
 MANAGEMENT PLAN (PCSMP)

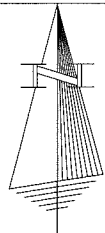
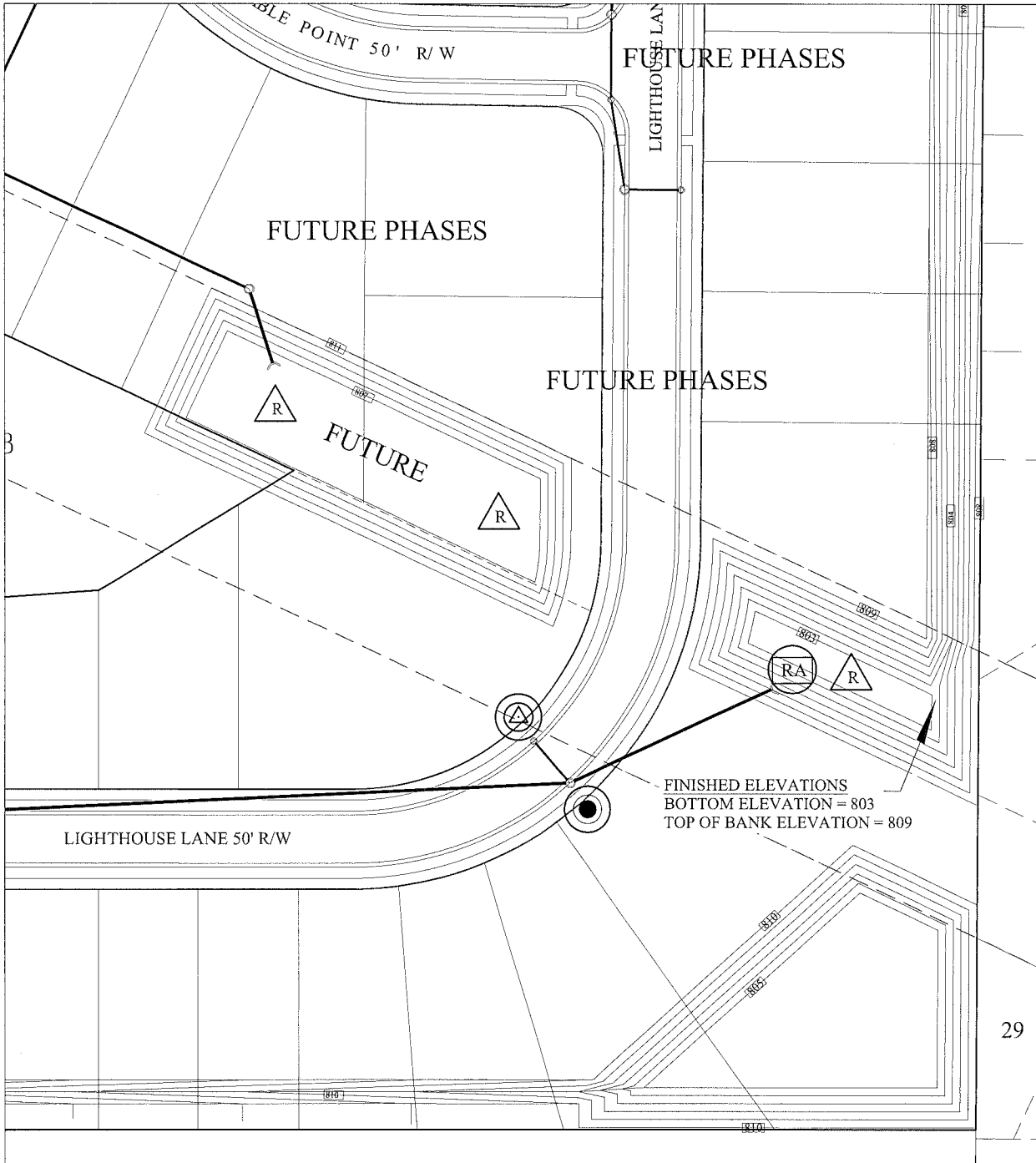


**PCSMP LEGEND (THIS PHASE)**



-  CATCH BASIN
-  RIP-RAP APRON
-  RETENTION BASIN
-  INLET
-  SWALE

**THE CROSSING**  
 POST-CONSTRUCTION STORMWATER  
 MANAGEMENT PLAN (PCSMP)



**PCSMP LEGEND (THIS PHASE)**

- |  |                 |  |       |
|--|-----------------|--|-------|
|  | CATCH BASIN     |  | INLET |
|  | RIP-RAP APRON   |  | SWALE |
|  | RETENTION BASIN |  |       |

**THE CROSSING**  
 POST-CONSTRUCTION STORMWATER  
 MANAGEMENT PLAN (PCSMP)

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Exhibit "5"Inspection ChecklistProject (Development): "The Crossing"

Location: The development is located in the Southwest Quarter of Section 17, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana. The project contains 8.832 acres and is located on the east side of County Road #19 (Greene Road), approximately 1,400 feet south of State Road #119 (Plymouth Avenue) on the south side of Goshen, Indiana.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Inspector's Name: \_\_\_\_\_

Inspector's Address: \_\_\_\_\_

Inspector's Phone Number: \_\_\_\_\_

<u>INSPECTION CHECKLIST</u>		
<u>Maintenance item</u>	<u>Satisfactory (s) / Unsatisfactory (us)</u>	<u>Comments</u>
<u>Retention Basin</u>		
note signs of petroleum hydrocarbon contamination and handle properly <b>(annually)</b>		
check basin <b>2-3 days after each 2 inch storm event</b> to ensure that water percolates		
mow and remove litter & debris, stabilize eroded areas, repair undercut and eroded areas at outlet structure <b>(as needed)</b>		
inspect basin for signs of wetness or damage <b>(annually)</b>		
scrape bottom of basin and remove sediment, restore original cross-section and infiltration rate, seed or sod to restore ground cover <b>(every 5 years)</b>		

<b>Swales</b>		
mowing done when needed ( <b>as needed-frequently during growing season</b> )		
rototill or cultivate the surface of any swale which fails to draw down within 48 hours after a 2 inch storm event ( <b>as needed</b> )		
remove sediment build-up within the bottom of the swale when it has accumulated to 25% of the original design bottom & restore original cross-section ( <b>as needed</b> )		
restore eroded areas ( <b>annually</b> )		
<b>Catch Basins and Inlets</b>		
inspect basins and inlets and remove built-up trash & debris ( <b>annually and after each storm event greater than 2 inches</b> )		
remove root intrusions & repair broken grates ( <b>as needed</b> )		
sediment removal when sump volume is reduced by 1/3 of the original depth to invert of the lowest pipe or opening out of the basin ( <b>as needed</b> )		
<b>Outfall (annual &amp; after each storm event greater than 2 inches)</b>		
inspect structure for damage and clogging ( <b>annually</b> )		
remove animal and root intrusions and vegetative overgrowth, add additional rip-rap as needed ( <b>as needed</b> )		
remove collected trash & debris ( <b>annually and after each storm event greater than 2 inches</b> )		

**Comments:**

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**Actions taken:**

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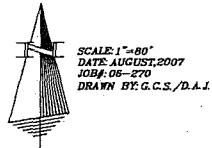
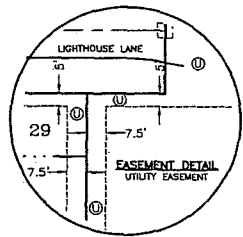
**Construction/Stormwater Pollution Prevention Plan**  
**Technical Review and Comment (Form 1)** Revised 5/07 **EXHIBIT 6**

Project Information	Project Name: The Crossing	County: Elkhart
	Plan Submittal Date: 05/04/07	Hydrologic Unit Code (14 Digit): 04050001210040
	Project Location Description: E side of CR 19 (Greene Rd), 1430 ft S of SR 119 (Plymouth Ave)	
	Latitude and Longitude: N 41°34'10" W 85°51'47"      Acreage Disturbed: 24.7 acres	
	Civil Township: Elkhart	Quarter: SW      Section: 17      Township: 36N      Range: 6E
	Project Owner Name: GRC Investments, LLC	
	Contact: Chad Leiby	
	Address: 1721 Canterbury Court	
	City: Elkhart	State: IN      Zip: 46514
	Phone: 574-320-1727	FAX: n/a      E-Mail: casphalt1@msn.com
Plan Review	Plan Preparer Name: Hillary J. Chrisman	
	Affiliation: Brads-Ko Engineering & Surveying, Inc.	
	Address: 1009 South 9th Street	
	City: Goshen	State: IN      Zip: 46526
	Phone: 574-533-9913	FAX: 574-533-9911      E-Mail: hjchrisman.bradsko@verizon.net
	On-site Erosion Control Supervisor: Chad Leiby	
	Phone: 574-320-1727	FAX: n/a      E-Mail: casphalt1@msn.com
	Review Date: 5/11/07	
	Expiration Date: 12/31/08	Renewal Date: 01/31/09
	Principal Plan Reviewer: Jason Kauffman, Urban Conservationist	
Agency: Elkhart County Soil and Water Conservation District		
Address: 17746-B CR 34		
City: Goshen	State: IN      Zip: 46528	
Phone: 574-533-3630 x3	FAX: 574-533-4620      E-Mail: jason.kauffman@in.nacdnet.net	
Assisted by:		
<input checked="" type="checkbox"/> <b>PLAN IS ADEQUATE:</b> A comprehensive plan review has been completed and it has been determined that the plan satisfies the minimum requirements and intent of 327 IAC 15-5.		
<input checked="" type="checkbox"/> Please refer to additional information included on the following page(s).		
<input checked="" type="checkbox"/> Submit Notice of Intent (NOI): <i>Attach a copy of this cover page when submitting the NOI to the Indiana Department of Environmental Management. Construction activities may begin 48 hours following the submittal of the NOI. A copy of the NOI must also be sent to the Reviewing Authority (SWCD).</i>		
<input type="checkbox"/> A preliminary plan review has been completed; a comprehensive review will not be completed within the 28-day review period. The reviewing authority reserves the right to perform a comprehensive review at a later date and revisions to the plan may be required at that time to address deficiencies.		
<input type="checkbox"/> Please refer to additional information included on the following page(s).		
<input type="checkbox"/> Submit Notice of Intent (NOI): <i>Attach a copy of this cover page when submitting the NOI to the Indiana Department of Environmental Management. Construction activities may begin 48 hours following the submittal of the NOI. A copy of the NOI must also be sent to the Reviewing Authority (SWCD).</i>		
<input type="checkbox"/> <b>PLAN IS DEFICIENT:</b> Significant deficiencies were identified during the plan review.		
<input type="checkbox"/> Please refer to additional information included on the following page(s).		
<input type="checkbox"/> DO NOT file a Notice of Intent for this project.		
<input type="checkbox"/> DO NOT commence land disturbing activities until all deficiencies are adequately addressed, the plan re-submitted, and notification has been received that the minimum requirements have been satisfied.		
<input type="checkbox"/> Plan Revisions <input type="checkbox"/> Deficient Items    should be mailed or delivered to the Principal Plan Reviewer identified in the Plan Review Section above.		

# THE CROSSING

A PART OF THE SOUTHWEST QUARTER OF SECTION 17 AND A PART OF THE SOUTHEAST OF SECTION 18, BOTH IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.  
SEE PAGE 1 OF 2 FOR LEGAL DESCRIPTIONS

- LEGEND**
- ⊙ - MINIMUM BUILDING SETBACK LINE AT DISTANCES INDICATED
  - Ⓢ - DRAINAGE AND RETENTION EASEMENT AT DISTANCES INDICATED
  - Ⓜ - 5' NO ACCESS EASEMENT
  - Ⓤ - UTILITIES EASEMENT AT DISTANCES INDICATED
  - - 5/8" REBAR WITH CAP MARKED BRADS-KO 0041
  - ⊙ - 3/4" REBAR WITH CAP MARKED BRADS-KO 0041
  - - SET MAG NAIL



SCALE: 1"=80'  
DATE: AUGUST, 2007  
JOB#: 06-270  
DRAWN BY: G.C.S./D.A.I.

**BOUNDARY LINE DATA**

NUMBER	DIRECTION	DISTANCE
L1	S85°30'00"W	76.19'
L2	N89°58'53"W	30.00'

**CENTERLINE LINE DATA**

NUMBER	DIRECTION	DISTANCE
L10	S89°04'27"E	75.93'
L11	S07°57'00"W	5.49'
L12	N89°58'53"E	15.50'
L13	S37°00'48"E	15.00'
L17	N60°01'08"E	30.00'
L18	N60°01'08"E	30.00'
L19	S00°01'12"W	30.00'
L20	N89°58'08"W	30.00'

**LOT LINE DATA**

NUMBER	DIRECTION	DISTANCE
L4	N00°00'51"E	26.74'
L5	S00°00'51"W	25.04'
L6	N00°00'00"E	26.17'

**EASEMENT LINE DATA**

NUMBER	DIRECTION	DISTANCE
L7	N00°27'00"E	36.43'
L8	N00°27'00"E	8.76'
L9	N37°01'51"W	22.57'
L10	S89°04'27"E	75.93'
L11	S07°57'00"W	5.49'
L12	N89°58'53"E	15.50'
L13	S37°00'48"E	15.00'
L17	N60°01'08"E	30.00'
L18	N60°01'08"E	30.00'
L19	S00°01'12"W	30.00'
L20	N89°58'08"W	30.00'

**LOT CURVE DATA**

NUMBER	RADIUS	ARC LENGTH	DELTA	TANGENT	CHORD LENGTH	CHORD DIRECTION
C1	30.00'	47.12'	89°59'44"	30.00'	42.42'	S44°59'01"E
C2	25.00'	39.27'	90°00'15"	25.00'	35.36'	N45°00'39"E
C3	54.00'	32.12'	54°04'47"	15.25'	31.65'	N17°01'55"W
C4	54.00'	9.44'	10°00'58"	4.73'	9.43'	N39°04'24"W
C5	58.00'	50.00'	90°00'43"	28.81'	48.36'	N18°50'01"W
C6	58.00'	35.08'	53°59'09"	18.17'	34.49'	N02°00'55"E
C7	58.00'	36.13'	37°00'30"	19.84'	37.39'	N62°27'15"E
C8	58.00'	48.62'	47°41'45"	24.78'	48.28'	S74°11'37"E
C9	58.00'	38.04'	38°58'19"	19.70'	37.21'	S33°23'04"E
C10	58.00'	54.28'	55°31'58"	28.48'	52.18'	S16°20'35"W
C11	54.00'	8.44'	10°00'58"	4.73'	9.43'	N39°04'24"W
C12	54.00'	32.12'	54°04'47"	15.25'	31.65'	N17°01'55"W
C13	25.00'	39.27'	90°00'15"	25.00'	35.36'	S44°59'01"E
C14	25.00'	39.27'	90°01'07"	25.01'	35.36'	N45°00'39"E
C15	56.00'	21.90'	22°24'20"	11.90'	21.76'	N18°50'01"W
C16	56.00'	91.81'	93°25'15"	58.99'	81.87'	N08°14'33"E
C17	54.00'	125.48'	128°54'19"	117.17'	107.80'	S00°29'00"E
C18	54.00'	117.73'	16°36'15"	17.67'	117.67'	S34°42'10"W
C19	54.00'	42.68'	45°17'02"	22.52'	41.58'	S22°30'31"W
C20	56.00'	38.61'	69°58'53"	24.99'	38.61'	N08°59'25"E
C21	56.00'	47.13'	82°06'16"	33.90'	42.43'	S45°20'59"W

**EASEMENT CURVE DATA**

NUMBER	RADIUS	ARC LENGTH	DELTA	TANGENT	CHORD LENGTH	CHORD DIRECTION
C22	180.00'	156.40'	49°47'03"	83.52'	151.83'	N65°07'36"E
C23	180.00'	65.57'	20°20'19"	33.15'	65.21'	N67°47'55"E
C24	190.00'	58.47'	19°24'48"	29.98'	58.19'	N69°24'23"E
C25	230.00'	86.48'	17°02'28"	44.78'	87.83'	N10°34'14"W
C26	175.00'	99.23'	20°32'28"	46.14'	99.23'	N08°49'14"W
C27	225.00'	109.29'	22°31'54"	56.98'	99.44'	S09°12'20"E
C28	170.00'	65.53'	22°23'17"	33.69'	66.19'	S10°45'39"E
C29	120.00'	33.45'	15°58'09"	16.83'	33.34'	S08°26'09"W
C30	120.00'	66.34'	31°40'23"	33.04'	65.49'	S32°10'20"W
C31	120.00'	87.81'	41°53'36"	45.98'	85.88'	S49°03'20"W

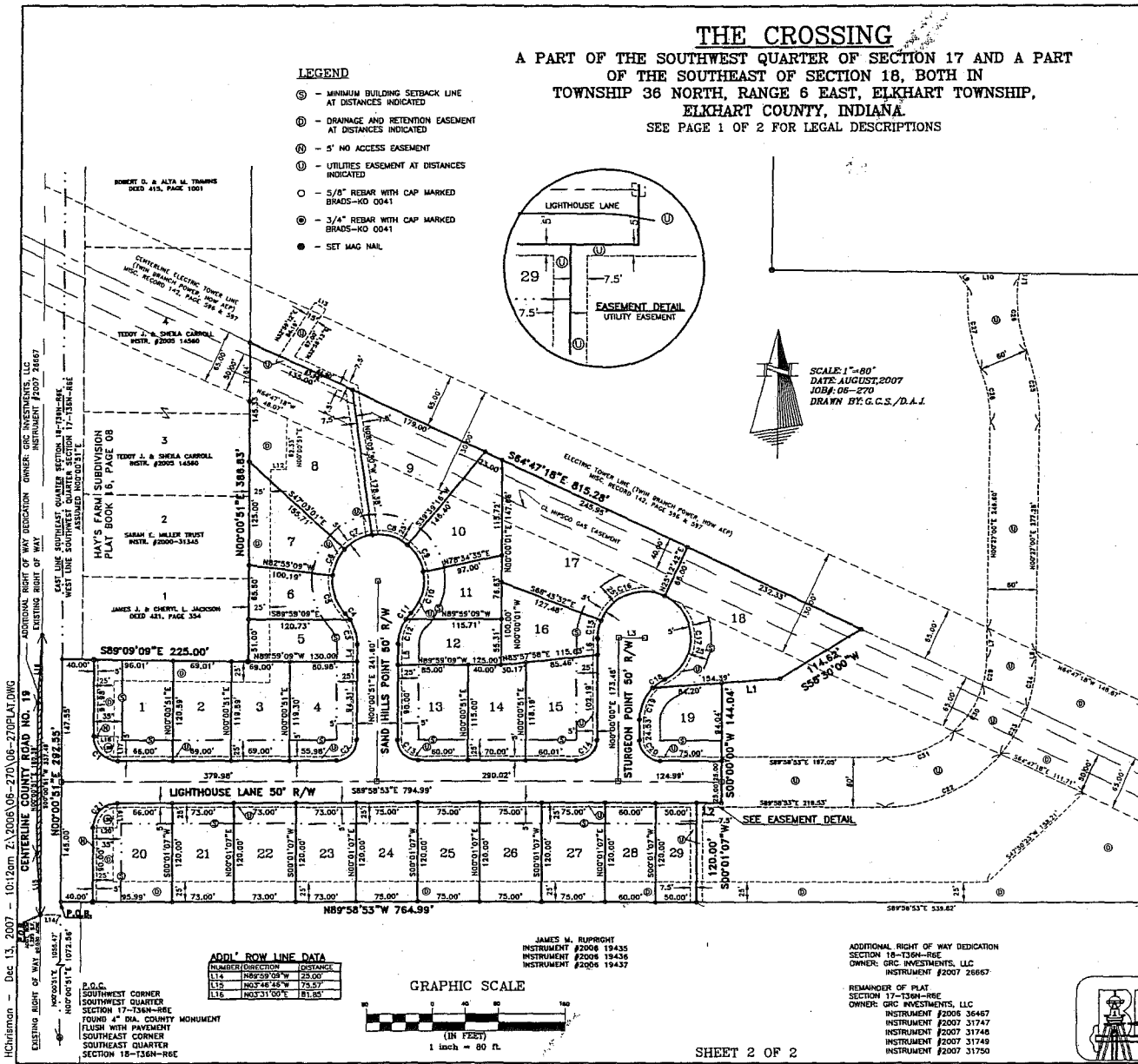
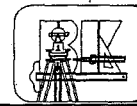
**TRANSMISSION LINE NOTE**  
NO LIGHTS, TREES, BUILDINGS, FENCES, STORAGE SHEDS, SWIMMING POOLS, BASKETBALL COURTS OR TENNIS COURTS, OR OTHER OBSTRUCTIONS ARE PERMITTED WITHIN THE INDIANA MICHIGAN POWER COMPANY (I&M) DOING BUSINESS AS AMERICAN ELECTRIC POWER (AEP) 130 FOOT EASEMENT AREA.



GREGORY C. SHOCK P.L.S. #50484  
DECEMBER 6, 2007

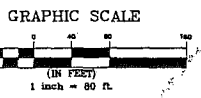
FILE NAME: Z:\2006\06-270\06-270-PLAT.DWG

**Brads-Ko Engineering & Surveying, Inc.**  
1009 South Ninth St. Goshen, IN 46526  
Phone 574 533-9913 Fax 574 533-9911



**ADD'L ROW LINE DATA**

NUMBER	DIRECTION	DISTANCE
L14	N89°59'09"W	25.00'
L15	N07°44'48"W	75.57'
L16	N03°31'00"E	81.80'



JAMES W. RUPRIGHT  
INSTRUMENT #2008 19435  
INSTRUMENT #2006 19436  
INSTRUMENT #2006 19437

ADDITIONAL RIGHT OF WAY DEDICATION  
SECTION 18-136N-86E  
OWNER: GRC INVESTMENTS, LLC  
INSTRUMENT #2007 26867

REMAINDER OF PLAT  
SECTION 17-136N-86E  
OWNER: GRC INVESTMENTS, LLC  
INSTRUMENT #2006 36467  
INSTRUMENT #2007 31747  
INSTRUMENT #2007 31746  
INSTRUMENT #2007 31749  
INSTRUMENT #2007 31750

This instrument prepared by Hillary J. Chrisman, Brads-Ko Engineering & Surveying, Inc., 1009 South 9th Street, Goshen, Indiana 46526

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Hillary J. Chrisman).

Return to the City of Goshen, Stormwater Department, 204 East Jefferson Street, Suite #1, Goshen, Indiana 46528

Z:\2006\06-270\PCSMP\Stormwater Agreement 10-03-2007 (Brads-Ko Engineering & Surveying, Inc.)