



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. August 23, 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: August 16, 2021

Approval of Agenda

- 1) Goshen Brewing Event 9/5
- 2) Downtown Street Closures for Sept/Oct First Friday's
- 3) Electrical License Request for Bradley D. Morton
- 4) Electrical License Request for Johnny L. Riling
- 5) Letter of Support for Elkhart River Restoration
- 6) Authorization to Enter Agreement with Apple, Inc.
- 7) Agreement Amendment OJS HVAC Planned Maintenance Program
- 8) Agreement with Ivy Tech Community College of Indiana
- 9) Agreement for Creation of Art Work for Sensory Trail with Short Stack Press, LLC
- 10) Agreement for Creation of Art Work for Sensory Trail with Rothshank Artworks

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



MINUTES of Aug. 16, 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: Member Mike Landis (acting chair), Member Mary Nichols, Member Barb Swartley,
Member DeWayne Riouse

Absent: Mayor Jeremy Stutsman

Call to Order: Board of Works & Safety Member Mike Landis, serving as the Chair in the absence of Mayor Stutsman, called the meeting to order at 2 p.m.

Review/approval of Minutes: The minutes of the Aug. 9, 2021 Board of Works meeting were presented. **Board of Works Member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board of Works Member Barb Swartley. Motion passed 4-0.**

Review/approval of Agenda: Acting Chair Landis said two late items were presented for consideration by the Board and needed to be added to the agenda --- a change order for bridge repair maintenance and a Street Department request for an overnight road closure, which would be agenda items four and five. **Nichols moved to approve the agenda with the two additional items and the motion was seconded by Swartley. Motion passed 4-0.**

1. Partial Sidewalk Closure at 111 South Main Street

Rolly Hilty stated that he is making repairs at 111 South Main Street and was requesting permission to install a temporary barricade, about 24 feet long and about ten feet wide, away from the building on a portion of the sidewalk for three weeks to protect equipment and allow for the work to safely proceed.

In response to a question from Acting Chair Landis, Hilty said at least three feet of the sidewalk would be exposed allowing pedestrian access. In response to a question from Board member Swartley, Hilty said that there would retain adequate space for the passage of wheelchairs. Asked for his opinion about the request, Director of Public Works Dustin Sailor stated the department would prefer full closure of the sidewalk adjacent to 111 S. Main Street to enhance public safety. Asked by Landis the length of the requested closure, Hilty said he would prefer a closure for three weeks from the start of the work, beginning at the end of this week or the start of next week. Landis stated that he was concerned about the length of the closure, including First Friday in September.



Dustin Sailor noted a similar closure is in effect now in front of the Goshen News building, 114 S. Main Street, which is in the same block. However, Sailor said pedestrians may be able to be routed temporarily onto parking spaces while the sidewalks are blocked. Sailor said his department could work with Hilty on the issue.

Nichols made a motion to approve the closure of the sidewalk in front of 111 S. Main Street for no more than three weeks, starting Aug. 19, subject to approval of access plans by the Engineering Department. Swartley seconded the motion. Motion passed 4-0.

2. College Avenue Road Closure East of Lincolnway East/US 33 (JN: 2016-0021)

Civil City Engineer Josh Corwin presented the packet memo and stated that Phend & Brown was requesting permission to close College Avenue between Lincolnway East/Highway 33 and Oak Lane for an additional day – Saturday, Aug. 21, 2021 – because rain prevented work on Saturday, Aug. 7. The closure is part of the US 33 and College Avenue intersection widening project and is necessary to provide safer conditions for construction crews and traffic during installation of deep stormwater pipe crossings. Corwin said College Avenue will be reopened at the end of each day and access would be maintained to residential properties and businesses within the closure. Required traffic controls would be utilized.

Nichols/Swartley moved to approve the closure of College Avenue between Lincolnway East/Highway 33 and Oak Lane for an additional day – Saturday, Aug. 21, 2021. Motion passed 4-0.

3. Madison Street & College Avenue Reconstruction (JN: 2021-0016)

Civil City Engineer Josh Corwin presented the packet memo and stated that on Aug. 9, 2021, the Engineering Department received proposals for the Madison Street & College Avenue Reconstruction (JN: 2021-0016). Niblock Excavating had the lowest bid of \$585,735.50. Corwin said the Engineering Department was requesting that the contract be awarded to Niblock Excavating as the lowest responsive and responsible bidder.

Nichols/Swartley moved to approve the agreement with Niblock Excavating for the Madison Street & College Avenue Reconstruction project in the amount of \$585,735.50. Motion passed 4-0.

4. Balancing Change Order #1 for Bridge Repair and Maintenance (JN: 2021-0010)

Civil City Engineer Josh Corwin presented a memo and stated that the Engineering Department was requesting a balancing change order of \$10,984.88. Corwin said there were two reasons for the requested change order: the concrete at the one approach to the bridge in Rogers Park was thicker than expected, so there was a higher cost to remove and replace that, and the riprap structure near the Dam Pond was smaller than determined in the field but was applied over a larger area at an increased cost. The change order with Northern Indiana Construction Inc. will increase the project cost from \$117,821.08 to \$128,805.96 or 9.32 percent.

Nichols/Swartley moved to approve balancing change order #1 with Northern Indiana Construction Inc. in the amount of \$10,984.88. Motion passed 4-0.



5. Garden Street Road Closure for North Goshen Asphalt Milling

Public Works requested the closure of Garden Street from Wednesday, Aug. 18 through Thursday, Aug. 19 so the asphalt milling contractor can work on the street. Residents will be informed of the closure through message board and "no parking" signs.

Nichols/Swartley moved to approve closure of Garden Street from Wednesday, Aug. 18 through Thursday, Aug. 19. Motion passed 4-0.

6. Notification: Boil order issued for East Goshen because of low water pressure.

Ken Holdren, Superintendent of the Water/Sewer Plant, notified the Board that a boil water order was issued for East Goshen earlier in the day. The order was issued because at 11:59 a.m. an alarm sounded because water pressure dropped in East Goshen. Holdren said a fire protection company was conducting a fire flow test at a factory in the area and that dropped water pressure to 5 PSI in East Goshen. Holdren said a boil order must be issued when the pressure drops below 20 PSI. Holdren said area residents were being notified of the boil order via message boards, but he wanted the Board to know about this as a way to further inform the public of the situation. Holdren also said the fire protection company was informed of the impact of its actions and that in the future, city staff will be present when a fire flow test is conducted.

Privilege of the Floor: No one asked to speak

Landis/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 4-0

Acting Chair Landis adjourned the meeting at 2:23 p.m.

MINUTES APPROVED

Jeremy Stutsman, Chair



Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer

From: [Sailor, Dustin](#)
To: [mayor](#); [Gibbs, David](#); [Turner, Shawn](#); [Sink, Danny](#)
Subject: Goshen Engineering - Goshen Brewing Co. event 9/5/2021
Date: Tuesday, August 17, 2021 9:16:26 AM
Attachments: [image006.jpg](#)
[image007.png](#)
[image008.jpg](#)
[image009.jpg](#)
[image010.jpg](#)
[image011.jpg](#)

I have no issue with the proposal so long as the stage equipment load is adequately distributed on the pavers.

Regards,

Dustin K. Sailor, P.E.
Director of Public Works
City of Goshen
204 E. Jefferson Street
Goshen, IN 46528
Ph: 574.534.2201
Cell: 574.202.0062

From: mayor <mayor@goshencity.com>
Sent: Tuesday, August 17, 2021 9:08 AM
To: Sailor, Dustin <dustinsailor@goshencity.com>; Gibbs, David <davidgibbs@goshencity.com>; Turner, Shawn <shawnturner@goshencity.com>; Sink, Danny <dannysink@goshencity.com>
Subject: FW: Goshen Brewing Co. event 9/5/2021

Please see the request below. Any concerns or questions?

Denise Blenner
Administrative Assistant
to Mayor Jeremy Stutsman
202 South Fifth Street
Goshen, IN 46528
(574) 533-9322



From: Switchboard
Sent: Tuesday, August 17, 2021 8:52 AM
To: mayor <mayor@goshencity.com>
Subject: FW: Goshen Brewing Co. event 9/5/2021

BOW request. Please see the below email from the Goshen Brew Company.

Kind regards,

Tracy Eggleston
Receptionist/Office Assistant
City of Goshen
202 S. Fifth St.
Goshen, IN 46528-3714
Phone: (574) 533.8621
Fax: (574-533-9740)
switchboard@goshencity.com



**** Be Someone's Light / Be Engaged / Be Bold ****

From: Jesse Sensenig <[REDACTED]>
Sent: Tuesday, August 17, 2021 8:44 AM
To: Switchboard <switchboard@goshencity.com>
Subject: Goshen Brewing Co. event 9/5/2021

Hello,

We are hoping to have a concert on our lawn but put the stage and a food truck at the edge of our property on the parking lot. This will not impact traffic and will take up two parking spaces. Would use this space approximately 3-11pm.

Hoping to get this on the BOW agenda.

Thanks,

--

Jesse Sensenig

Goshen Brewing Co.
goshenbrewing.com



From: [Adrienne Nesbitt](#)
To: [mayor](#)
Subject: Board of Works
Date: Tuesday, August 17, 2021 10:35:02 AM

Hi Denise!

I need to make the closure requests for September and October 1st Fridays.

Sept. 3rd

Main St Closed with no parking from Lincoln Ave south to Jefferson St at 8 a.m.

E Washington St with no parking from Main east to 5th St. at 8 a.m.

Trash Trailer in a parking spot behind the Brew

10 Parking Spots with no-parking on the west side of the Goshen Brewing Co parking lot (next to the grass) for VW buses to park starting at 5:00 p.m. Friday

Oct. 1st

Main St Closed with no parking from Lincoln Ave south to Jefferson St at 8 a.m.

E Washington St with no parking from Main east to 5th St. at 8 a.m.

Trash Trailer in a parking spot behind the Brew

Can I present at the Aug 23rd meeting?

Thanks!

--

ADRIENNE NESBITT

She/Her

Director of Events, **Eyedart** Creative Studio

324 S Fifth St

Goshen, Indiana 46528



eyedart.com



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org

August 23, 2021

TO: The Board of Public Works & Safety
Storm Water Board

RE: ELECTRICAL LICENSE REQUEST FOR BRADLEY D. MORTON

Bradley D. Morton with Morton Solar & Electric, Evansville, Indiana, has met the requirements for a City of Goshen Electrical License. Mr. Morton took the required Prometric exam on August 19, 2009, and received a passing score of 80%. Mr. Morton presently holds a valid electrical license with Vanderburgh County, and is requesting a reciprocal license with the City of Goshen.

Motion requested to approve Electrical License for the City of Goshen.

Regards,

A handwritten signature in cursive script that reads "Myron Grise".

Myron Grise
Building Commissioner/
Commercial Building Inspector

CITY OF EVANSVILLE-



VANDERBURGH COUNTY



Lloyd Winnecke
Mayor

101 N. King Jr. Boulevard
Room 300 Civic Center Complex
Evansville, IN 47708

www.Evansville.in.gov

Building Permitting
Phone (812) 436-7879

Floodplain Information
Phone (812) 436-7872

Contractor Licensing
Phone (812) 436-7880

Building Inspection
Phone (812) 436-7867

BUILDING COMMISSION

David Ballew
Building Commissioner

August 10, 2021

City of Goshen
204 E Jefferson St
Suite 5
Goshen, IN 46528-3405

RE: Brad Morton

To Whom it may Concern:

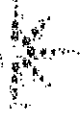
This letter is to verify that Brad Morton is licensed in Vanderburgh Co. as a Master Electrician with a passing score of 80% with 75% required to pass the Prometric Test.

You will find his application, exam list to test along with the test results and current license in a separate attachment.

David Ballew
Building Commissioner
Evansville-Vanderburgh Co.
812-436-7872

Enc: Prometric test results.

PROMETRIC



EXAMINATION RESULTS NOTIFICATION

August 28, 2009

Brad Morton
4920 Weaver Rd
Evansville, IN 47711

004-40-5372

Dear Candidate:

We are pleased to inform you that you achieved a passing score on your recent Evansville examination.

Your score(s) are as follows:

08/19/2009 Evansville, IN

Master Electrical

80

Pass

Evansville requires a passing percentage of %.

Please note that passage of the exam is no guarantee a certificate of qualification will be issued by the Licensing Board.

To help you gain the recognition you deserve, Prometric has prepared a Certificate of Achievement, beautifully designed and very suitable for framing (8-1/2 x 11) for only \$30.00 per category.

Please fill out the order form below, cut along the dotted line, then send the completed form to Prometric. Payment options: check, money order, Visa or MasterCard. Credit card orders may be faxed to (800) 810-6670. All others send to Prometric, 1260 Energy Lane, St. Paul, MN 55108. Allow 2-3 weeks for delivery.



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org

August 23, 2021

TO: The Board of Public Works & Safety
Storm Water Board

RE: ELECTRICAL LICENSE REQUEST FOR JOHNNY L. RILING

Johnny L. Riling with RJ Martin Electric, has met the requirements for a City of Goshen Electrical License. Mr. Riling took the required Prometric exam on August 25, 2007, and received a passing score of 93%. Mr. Riling presently holds a valid electrical license with Marion County, and is requesting a reciprocal license with the City of Goshen.

Motion requested to approve Electrical License for the City of Goshen.

Regards,

A handwritten signature in cursive script that reads "Myron Grise".

Myron Grise
Building Commissioner/
Commercial Building Inspector



August 17, 2021

Building Department
City of Goshen
204 E. Jefferson Street, Suite 5
Goshen, IN 46528

To Whom It May Concern:

We have received a request from Johnny Riling to furnish your office with the following information:

Mr. Johnny L. Riling passed the Prometric (formerly Thomson Prometric, Exporior Assessments LLC, and Block and Associates) examination for a Master Electrical license in Indianapolis, Indiana on August 25, 2007. This examination was graded by Thomson Prometric in St. Paul, Minnesota with the results returned to this office. Mr. Riling received a passing score of 93%, and his Master Electrical license, E0002788, will expire on December 31, 2021 and is eligible for renewal at that time unless suspended or revoked by law.

If you need additional or further assistance, I can be contacted at the following telephone number (317) 327-8467.

Sincerely,

Jessica Knight
License & Board Coordinator



E0002788

EXAMINATION RESULTS NOTIFICATION

August 30, 2007

Johnny L Rling
22841 Aurora Road
Bedford Heights, OH 44146

301-56-6564

Dear Candidate

We are pleased to inform you that you achieved a passing score on your recent Indianapolis examination

Your score(s) are as follows

08/25/2007 Indianapolis, IN

Master Electrical

93

Pass

Indianapolis requires a passing percentage of %

Please note that passage of the exam is no guarantee a certificate of qualification will be issued by the Licensing Board

To help you gain the recognition you deserve, Thomson Prometric has prepared a Certificate of Achievement, beautifully designed and very suitable for framing (8-1/2 x 11) for only \$25.00 per category

Please fill out the order form below, cut along the dotted line, then send the completed form to Thomson Prometric. Payment options: check, money order, Visa or MasterCard. Credit card orders may be faxed to (800)813-6670. All others send to Thomson Prometric, 1260 Energy Lane, St. Paul MN 55108. Allow 2-3 weeks for delivery.

Certificate of Achievement Request

Johnny L Rling
22841 Aurora Road
Bedford Heights, OH 44146

301-56-6564

Indianapolis - Master Electrical - 08/25/2007

Quantity

x \$25.00 =

For credit card payment, complete the following

Card Type

Visa

Mastercard

Card No

Exp Date

Signature

IN45 - in-indi - B



Jason Kauffman, CESSWI, Stormwater Coordinator
STORMWATER DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626
jasonkauffman@goshencity.com • goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Jason Kauffman

RE: **LETTER OF SUPPORT FOR THE ELKHART RIVER RESTORATION ASSOCIATION FOR THE UPDATING OF THE ELKHART RIVER WATERSHED MANAGEMENT PLAN**

DATE: August 23, 2021

In 2008, the Elkhart River Restoration Association (ERRA) obtained a Section 319 grant from the Indiana Department of Environmental Management (IDEM) to create a watershed management plan for the Elkhart River Watershed and funds to implement some pilot projects to address water quality concerns of sediment, nutrients (nitrogen & phosphorus), and bacteria (*E. coli*). In 2020, the ERRA submitted a Section 319 grant request to update the Elkhart River Watershed Management Plan and to implement additional cost-share programs throughout the Watershed. The Indiana Department of Environmental Management approved the ERRA's 319 grant request for the three upper sub-watersheds of the Elkhart River Watershed. This year IDEM invited the ERRA to submit another 319 grant request for the remaining two sub-watersheds, which is where the City of Goshen is located.

Therefore, the ERRA again requested letters of support from local health departments and governments for their Section 319 grant proposal. The Stormwater Department would like to thank the Board Members for signing the letter of support last week so it could be provided to the ERRA by August 20th and is requesting the Board's official approval for the signing of the letter of support.

The City of Goshen continues to support the ERRA by appointing Jason Kauffman to serve on the ERRA Board of Directors. Further support will be provided as stated in the proposed letter of support.

The official request for letters of support from the ERRA is attached for the Board's information, along with a Match Menu of the associated in-kind match for the support given and a map showing the sub-watersheds of the Elkhart River Watershed.

Requested Motion: Accept the letter of support to the ERRA and approve the Stormwater Board to sign the letter of support.



Jason Kauffman, CESSWI, Stormwater Coordinator
STORMWATER DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626
jasonkauffman@goshencity.com • goshenindiana.org

August 19, 2021

Elkhart River Restoration Association
% Nancy Brown, President
72811 County Road 137
Syracuse, IN 46567

Dear Elkhart River Restoration Association,

The **City of Goshen Stormwater Board** wishes to express their support for and commitment to the proposed Elkhart River Watershed Management Planning and Implementation project being submitted by the Elkhart River Restoration Association (ERRA). Like the ERRA and their partners, working together to provide responsible solutions to resource issues is a key aspect of our organization's mission.

The goal of the Goshen Department of Stormwater Management is clean water for everyone. To achieve this, the Department works closely with numerous private and public entities to provide stormwater education and solutions to various stormwater runoff-related issues. The City of Goshen is classified as a municipal separate storm sewer system (MS4) community, as is the City of Elkhart, Elkhart County, and the Town of Bristol, and our communities have worked together as the Greater Elkhart County Stormwater Partnership since May 2005. Together we work towards preserving and improving the natural waters that flow through Elkhart County for the betterment of our communities and those downstream.

We would like to provide the ERRA with the following support and commitment for the Elkhart River Watershed Management Planning and Implementation project.

- ❖ Help in developing and presenting a public education/watershed event.
- ❖ Help in promoting all education and outreach events via the City of Goshen's social media platforms and website.
- ❖ Help in reviewing the revised Elkhart River Watershed management plan to ensure it fits within and meets the current and future development and environmental resiliency priorities of the City of Goshen.
- ❖ Provide technical assistance where and when needed.
- ❖ Provide any relevant geographical information system (GIS) data as needed.
- ❖ Provide meeting space for the steering committee and public meetings.
 - A commitment of staff time to support the ERRA in the development of the revised Watershed management plan.

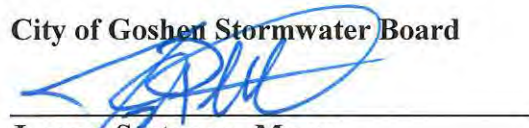
Experiences during past grant-funded projects have demonstrated that the ERRA and their project partners can coordinate effective programs and projects which educate, improve awareness, and place conservation on the ground too, directly and indirectly, improve the water quality of our region.

Elkhart River Restoration Association
Nancy Brown, President
August 19, 2021
Page 2

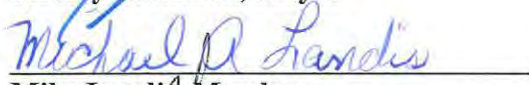
Additionally, we look forward to working together to address water quantity issues and to achieve our overall missions.

With appreciation and commitment to these projects,

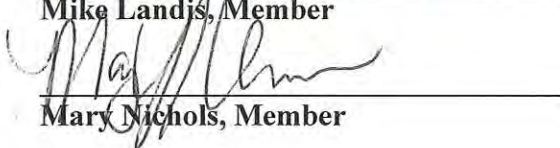
City of Goshen Stormwater Board



Jeremy Stutsman, Mayor



Mike Landis, Member



Mary Nichols, Member

From: Nancy Brown <nshlemmerbrown@yahoo.com>
Sent: Wednesday, July 14, 2021 2:35 PM
To: engineering@goshencity.com; Kauffman, Jason
Subject: ERRA's grant applications for WMPs for Upper and Lower Elkhart River Watersheds
Attachments: 2020.08.10 Goshen Stormwater Board Letter of Support.pdf; match menu.xlsx; Support letter to edit.docx

To: Health Departments of Noble, Kosciusko, and Elkhart Counties, WWTPs & MS4s in the Lower Elkhart River Watersheds (mainstem after Solomon Creek and Turkey Creek)

From: Nancy Brown (for ERRA)

July 14, 2021

Hi, Dustin and Jason!

Dustin, I hope Jason told you that ERRA's 2021 grant had been sent to IDEM and they plan to fund a watershed management plan (WMP) for the three lower sub-watersheds (South Branch, North Branch, and Solomon Creek). They did recommend that we resubmit a request for a WMP for the "Lower Elkhart River Watersheds" (mainstem downstream of Solomon Creek; and Turkey Creek) in 2022. The ERRA Board has agreed to sponsor this application – but as always – a plan is only as good as the participation we get from constituents!

I thank all who submitted a letter of support (LOS) for the previous application and especially those who committed to providing in kind match! I am asking all of you for your support again. If you did submit any support documents last time, I will include them in your email so you can just update them if you like. I will also send information to help you if you didn't support before but choose to this time.

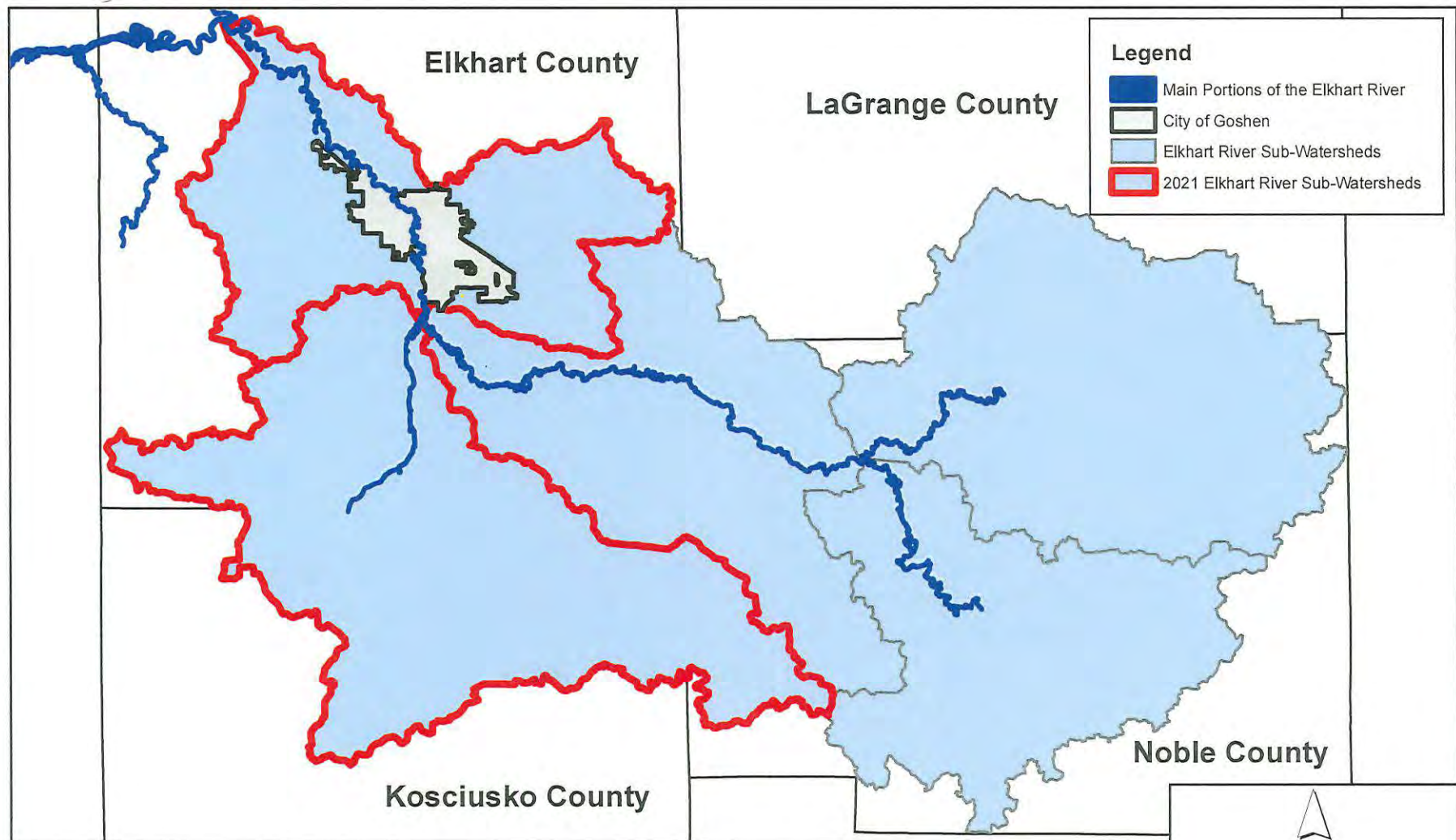
One of our goals in this proposal will be to "collect monthly water chemistry and flow data at 14 locations for one year. These locations represent each of the main tributaries to the Elkhart River with sample sites located at the outlet of each 12-digit HUC." These will be collected to establish baseline data. "Samples will be analyzed for nitrate, TP, TSS and *E. coli*."

My main ask from you is that one of you (or an acceptable combination) would agree to analyze the (collected and delivered to you) samples for nitrate, TP and TSS.

Please respond to me with any questions you may have.

This e-mail (or a close version of it) is being sent to the Health Departments of Noble, Kosciusko, and Elkhart Counties; the Turkey Creek Regional Sewer District and New Paris Conservancy District; the Wastewater Treatment Plants of Syracuse, Milford, Nappanee, Goshen, and Elkhart; and the MS4s of Elkhart, Elkhart County, and Goshen.

Item	In-Kind Match
Steering committee member	\$4,000/member
Geographic Information System mapping assistance	\$2,000
GIS data (note most counties/cities have a rate sheet at which they will provide data to partners)	City/County rate
Map plotting/large scale printing (most cities/counties have a rate sheet at which they will charge for large scale plots; use 10 plots as estimate)	City/County rate
Assistance identifying water quality issues/prioritizing infrastructure retrofits	\$1,500
Project surveying or engineering	\$1,500
Identification of LID, stream daylighting, pervious pavement/other urban installation locations	\$1,500
Staff time inventorying (the watershed, the county, the city)	\$1000/day
Access to any water quality or quantity data collected	\$1,000
Digital media promotion via social/web-based outlets	\$1,000
Print/radio promotions to heighten project awareness	\$500/campaign
Coordination of producer mailing (estimate 2 mailings for public meetings)	\$500-1000/mailing
Developing and presenting an education/watershed event (education event, workshop, field day, float trip, clean up, etc)	\$500-1500/event
Promotion of education and outreach events	\$500
Connection and promotion of the project to business leaders	\$1,000
Plan review for determination of its fit within current and future (economic development, city/county/SWCD planning)	\$1,500
Providing legal drain maps	\$500
Providing technical expertise regarding regulated county drains and ditches	\$2,500
Volunteer for Hoosier Riverwatch sampling	\$250/sample collected/team (2-3 people)
Volunteer for professional water monitoring (assisting with sample collection, transporting samples to lab)	\$500/day up to 12 days
Hosting the project website	\$500
Hosting the project social media	\$500/platform
Provide meeting space (bimonthly steering committee meetings, public meetings)	at cost
Water quality sample analysis (calculate based on number of samples x lab fee x 12 sample sets x 20 sites)	lab fees for TP (\$20), TSS (\$15), Nitrate (\$20) and Ecoli (\$42)
Biological monitoring	At City of Elkhart Cost



Legend

- Main Portions of the Elkhart River
- City of Goshen
- Elkhart River Sub-Watersheds
- 2021 Elkhart River Sub-Watersheds

Elkhart River Sub-Watershed Map

August 2021 - Map Created
 2021 Aerial Photograph

N
 Feet
 0 7,500 15,000 30,000

 1 inch = 29,650 feet

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

The City of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8826



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

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

To: The Board of Public Works & Safety
From: Bodie J. Stegelmann
Date: August 19, 2021
Subject: Agreement with Apple Inc.

The City seeks to distribute a computer application through Apple, Inc. to help individuals fully experience the City's sensory trail, currently being developed by the Department of Environmental Resilience. Contracting with Apple Inc. requires the City to sign multiple agreements, letters, and related documents that are housed on the Apple Inc. website. It is impractical for all Members of the Board of Board of Public Works and Safety to sign all such documents. The City seeks authorization to allow Theresa Sailor or Mayor Stutsman to execute documents on behalf of the City to contract with Apple Inc. for the distribution of a computer application for use with the sensory trail.

Suggested Motion: To approve and adopt Resolution 2021-21 to allow Theresa Sailor or Mayor Stutsman to execute documents on behalf of the City to bind the City of Goshen to documents presented on behalf of the Apple Developer Programs.

RESOLUTION 2021-21

**AUTHORIZATION TO ENTER AGREEMENT WITH APPLE, INC.
FOR USE OF APPLICATION STORE**

WHEREAS, the City Department of Environmental Resilience is in the process of developing a sensory trail;

WHEREAS, the development of the sensory trial will include the availability of an application to assist users to fully enjoy the sensory trial experience;

WHEREAS, in order for the City to distribute the application, the City needs to contract with Apple, Inc.;

WHEREAS, in order for the City to contract with Apple, Inc., the City must sign multiple agreements, letters, guidelines, and related documents, which are housed on Apple, Inc.'s website; and

WHEREAS, it would be impractical for all members of the Board of Public Works and Safety to sign all required documents and, in fact, Apple, Inc. requires evidence of delegation of authority to sign required documents.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Goshen Board of Public Works and Safety intends to participate in the Apple Developer Programs and authorizes Theresa Sailor or Mayor Jeremy P. Stutsman to bind the City of Goshen, Inc. to all legal agreements presented on behalf of the Apple Developer Programs.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on August 23, 2021.

Jeremy P. Stutsman, Mayor

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

Mary Nichols, Member



**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

August 23, 2021

To: Board of Public Works and Safety
From: Brandy L. Henderson
Subject: Agreement Amendment OJS HVAC Planned Maintenance Program

City of Goshen entered into a maintenance agreement on August 28, 2018 with OJS Building Services, Inc. for the Goshen Police department building and the training center's environmental mechanical system.

The Agreement allowed for the renewal of the Agreement under the same terms and conditions.

Suggested motion: Move to approve the Agreement Amendment with OJS Building Services for an additional year from September 1, 2021 until August 31, 2022 for HVAC Planned Maintenance.

AGREEMENT AMENDMENT

Environmental Mechanical System (HVAC) Planned Maintenance Program for Goshen Police Department Building & for Police Training Center

THIS AGREEMENT AMENDMENT is entered into on this ____ day of _____, 2021, between OJS Building Services, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City entered into an Agreement with Contractor dated August 28, 2018 for Contractor to provide a Planned Maintenance Program for the HVAC at Goshen Police Department building and the Goshen Police training center.

WHEREAS, the Agreement term allowed for a renewal of the Agreement for up to three (3) additional one (1) year terms under the same terms and conditions upon written approval of the contracting parties.

WHEREAS, the City desires to renew the Agreement with Contractor and Contractor agrees to increase the term of the Agreement for a one (1) year period.

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the August 28, 2018 Agreement, the parties agree as follows:

TERM

The parties agree to extend the term of the Agreement for the one (1) year term beginning on September 1, 2021 through to August 31, 2022.

COMPENSATION

The compensation amount for the maintenance of the Goshen Police Department Building is two (2) payments of Two Thousand Five Hundred Fifty-Eight Dollars (\$2,558.00) paid on a semi-annual basis for the 2021-2022 term of the agreement.

The compensation amount for the maintenance of the Goshen Police Training Center is two (2) payments of One Thousand Dollars (\$1,000.00) paid on a semi-annual basis for the 2021-2022 term of the agreement.

All other terms and conditions of the August 28, 2018 Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

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

OJS Building Services

Jeremy P. Stutsman, Mayor

Brian Sears, Manger

Michael A. Landis, Member

Date Signed: _____

Mary Nichols, Member

Barb Swartley

DeWayne Riouse

Date Signed: _____



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August 26, 2021

To: Board of Public Works and Safety
From: Brandy L. Henderson
Subject: Agreement with Ivy Tech Community College of Indiana

Ivy Tech Community College through their emergency medicine program wishes to continue the partnership with the City's Fire Department to provide ride along opportunities for their students.

Permission is requested to enter into this Student Ride-Along Program Agreement with Ivy Tech Community College for a four-year term ending December 31, 2025.

Suggestion motion: Move to approve the Agreement with Ivy Tech Community College for the Student Ride-Along Program for another four-year term through and including December 31, 2025.

AGREEMENT

Student Ride-Along Program

THIS AGREEMENT is entered into on this ____ day of _____, 2021, between Ivy Tech Community College of Indiana, hereinafter referred to as “Ivy Tech”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, Ivy Tech is required to provide clinical experience for educational purposes to its students and desires to partner with the City’s Fire Department to provide field internships for Ivy Tech students.

WHEREAS, the City desires to provide ride-along opportunities for Ivy Tech’s students to provide the students with experience and hands-on activities.

WHEREAS, the City agrees to partner with Ivy Tech to provide ride-along opportunities with the City’s Fire Department for Ivy Tech’s students.

NOW THEREFORE, in consideration of the premises and mutual promises and commitments of the City and Ivy Tech to be performed, the City and Ivy Tech stipulate and agree as follows:

1. This Agreement shall become effective on the date of execution and approval by both parties and continue until December 31, 2025. This Agreement may continue on a year-to-year basis thereafter under the same terms and conditions, unless otherwise terminated with a ninety (90) day written notification.

2. Each party shall recognize and promote the accomplishment of the mutual objectives contained in this Agreement and the objectives of the ride-along program. The powers and duties of each participant is to share the responsibility for their own learning with the contribution of commitment to furthering their education, active and engaged participation in the training activities and a responsible effort in their performance.

3. A schedule of students assigned for ride-along activities and the clinical objectives for the students will be sent to the City’s Fire Department in advance of each clinical rotation. The schedule will be sent to the City via platinumplanner.com, an online website. Documentation shall be provided on: the students with training in compliance with Occupational Safety and Health Administration (OSHA) on universal precautions and Blood-borne pathogen regulations, fire and electrical safety, client confidentiality and tuberculosis transmission; students current CPR certification, Course C (American Heart Association) or health care provider level (American Red Cross), or equivalent; any change in the status of accreditation or state regulatory approval status.

4. The City’s Fire Department will make its best efforts to accommodate Ivy Tech’s students for ride-along activities in its ambulances through the school year term.

5. The City’s Fire Department personnel retain the right for scheduling ride-along activities including the right to determine when and on what shifts Ivy Tech’s students will be allowed to participate. Student participation shall never be allowed when it would reduce the level of service to the patients, such as reducing the number of paramedics on the scene. Student participation shall never replace full time the City’s Fire Department personnel.

6. Ivy Tech's students' participation in a ride-along will be at the total risk of those participating students. Ivy Tech has explained to their students the inherent dangers involved in riding on ambulance runs and participating Ivy Tech students have accepted those risks. Each participating student will be required to submit a signed City of Goshen's "Release and Waiver of All Claims" (Exhibit A) prior to being permitted to participate in the ride-along program.

7. During the duration of this Agreement, Ivy Tech agrees to maintain in force at its expense Liability Insurance insuring the students, Ivy Tech, its instructors, affiliate instructors, and the City of Goshen, providing coverage against liability for any injury, damage, loss or expense arising out of or pertaining in any fashion whatsoever to the services or obligations here under. The limits of such insurance will be in the amount of \$1,000,000 per claim and \$4,000,000 per year. Additionally, Ivy Tech agrees to carry at least \$200,000 for property damage. The City of Goshen shall be named as an Additional Insured on all such insurance. The provider or providers of such insurance shall be obligated to give a thirty (30) day notice to the City's Fire Department of any cancellation, non-renewal or material change in the policy or policies. Ivy Tech shall furnish the City's Fire Department certificates of insurance.

8. Ivy Tech shall verify that the Ivy Tech students submitting the signed City of Goshen's "Release and Waiver of all Claims" to the City's Fire Department are authorized by Ivy Tech to participate in the ride-along program.

9. The City's Fire Department personnel will have the final direction on Ivy Tech students' actions and participation on any ride-along. Ivy Tech students' participation will be closely directed by the City's Fire Department personnel. Ivy Tech students may be asked to observe from afar or asked to remain away from any scene, at the direction of the City's Fire Department personnel.

10. No Ivy Tech student shall ever perform medical treatment for which they are not trained. It shall be the Ivy Tech student's and Ivy Tech's joint responsibility to inform the City's Fire Department personnel of the training level for each participating student.

11. Ivy Tech and Ivy Tech's students shall practice appropriate confidentiality at all times. Ivy Tech's students participating in the ride-along program are subject to HIPAA regulations as if they were the City's Fire Department employees. Ivy Tech will instruct all participating Ivy Tech students accordingly prior to assigning them to the ride-along program. Each participating Ivy Tech student will be asked to sign a "City of Goshen Fire Department Guest/Trainee Confidentiality and Non-Disclosure Agreement" (Exhibit B) following Ivy Tech's HIPAA training. Ivy Tech shall ensure the submission of the "Goshen Fire Department Confidentiality Policy and Agreement" signed by the participating student to the City's Fire Department prior to their participation in the ride-along program.

12. Ivy Tech's students will provide the City's Fire Department with direct access to the internet-based drug screen and criminal background results via a password protected portal at least two weeks prior to the Student's arrival at the City's Fire Department for clinical experiences. Alternatively, the City's Fire Department may ask the student to submit a printed copy of the drug screen and criminal background results.

13. The City's Fire Department reserves the right to terminate this program, as to any specific student or the program as a whole.

14. Participating Ivy Tech students shall report to ride-along duty appropriately dressed and groomed. Any student may be asked to leave if the City's Fire Department personnel deem his/her appearance to be inappropriate.

15. The City's Fire Department shall provide all equipment and supplies used on medical runs with Ivy Tech students present. If any supplies are consumed purely for the education of the Ivy Tech students, Ivy Tech will either provide the supplies prior to their use or provide for their equivalent replacement within thirty (30) days following their use.

16. Both parties shall comply with all federal, state and local laws, rules, regulations and executive orders concerning non-discrimination in employment and service on the basis of race, religion, color, sex, disability, national origin, and ancestry.

17. Ivy Tech agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties, injuries or accidental deaths arising out of any act or omission during the performance of the ride-along program under this Agreement. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City.

18. 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 and such modification is approved by the City of Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the Agreement shall be of no force and effect

19. All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

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

Address for notices to Ivy Tech:

Ivy Tech Community College
Attention: Paul Applegate
220 Dean Johnson Boulevard
South Bend, IN 46601-3415

and

City of Goshen
Attention: Fire Department
209 North 3rd Street.
Goshen, IN 46526

20. In the event that any provision of this 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.

21. All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.

22. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between the City and Ivy Tech.

IN WITNESS WHEREOF, the parties have entered into this Agreement on this ____ day of _____, 2021.

City of Goshen
Board of Public Works and Safety

Ivy Tech Community College

Jeremy P. Stutsman, Mayor

David Balkin, Chancellor

Michael A. Landis, Member

Barb MacMillan,
Dean of School of Health Sciences

Mary Nichols, Member

Paul Applegate,
Chair of Paramedic Science and Homeland
Security Public Safety

Barb Swartley

Date: _____

DeWayne Riouse

Date: _____

EXHIBIT A

City of Goshen's Release and Waiver of all Claims

GOSHEN FIRE DEPARTMENT

Release and Waiver of All Claims

I, _____, desire to ride in a City of Goshen ambulance or other emergency vehicle as a part of my training requirements for the _____ program. I recognize and acknowledge the inherent risks in riding in an ambulance or other emergency vehicle, as well as any injury or illness that I may incur while participating in any emergency response, and I voluntarily assume such risks. I hereby release the City of Goshen, its officers, employees, agents and representatives from and against any and all liability, claims, damages, illnesses, injuries or causes of action arising from or by reason of any accident or other incident which may occur while participating in the City of Goshen and Ivy Tech Community College ride-along program.

Participant's Signature

Date: _____

If the above participant is under the age of 18, the parent(s) and/or guardian(s) of the participant acknowledge that they have read and understand the above paragraph and agree to the terms of this Release and Waiver of All Claims.

Parent's/Guardian's Signature

Parent's/Guardian's Signature

Date: _____

EXHIBIT B

City of Goshen Fire Department Guest/Trainee Confidentiality And Non-Disclosure Agreement

Goshen Fire Department Confidentiality Policy and Agreement

City of Goshen Fire Department Guest/Trainee Confidentiality And Non-Disclosure Agreement

I _____ acknowledge that patients provide and City of Goshen Fire Department collects personal, confidential information verbally, in writing, and through digital means. I understand and agree that any information pertaining to patients is strictly confidential and protected by federal and state laws and that I will not use or disclose patient information in any way, unless City of Goshen Fire Department authorizes me to do so.

I agree that I will comply with all HIPAA policies and procedures in place at City of Goshen Fire Department during my experience as a guest/trainee with City of Goshen Fire Department. If at any time I knowingly or inadvertently breach patient confidentiality or violate the HIPAA policies and procedures of City of Goshen Fire Department, I agree to notify City of Goshen Fire Department immediately.

I also understand that I may be exposed to other confidential or proprietary information of City of Goshen Fire Department and I agree not to reveal any of that information to anyone at any time, unless I am authorized by City of Goshen Fire Department to do so. This means that I will not disclose information about City of Goshen Fire Department's business practices or other information that City of Goshen Fire Department might consider to be confidential or proprietary.

Failure to uphold these obligations may result in immediate suspension or termination of the privilege to gain clinical experience or observe the activities of City of Goshen Fire Department. Upon termination of this privilege for any reason, or at any time upon request, I agree to return any and all patient information or confidential or proprietary information in my possession. I understand that any patient or confidential information that I see or hear while a guest/trainee will stay here at City of Goshen Fire Department when I leave.

I have been given an overview of City of Goshen Fire Department's HIPAA policies and procedures and have been given access to review those policies and I agree to abide by them.

Signature: _____ **Date:** _____

Name: _____

Parent Signature (under 18): _____

Parent Name: _____ **Date:** _____



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www.goshenindiana.org

August 26, 2021

To: Board of Public Works and Safety
From: Brandy L. Henderson
Subject: Agreement regarding artwork for the Goshen Sensory Trail Project

The City's Environmental Resilience Department presents an agreement with the City and Short Stack Press LLC for artwork to be included in the Goshen Sensory Trail Project. The artwork is to be completed by September 7, 2021 and the City will compensate said artist Eight Hundred Dollars (\$800) from funds received by the City through a grant from the Community Connections for People with Disabilities (CCPWD) offered through the Indiana Office of Community and Rural Affairs (OCRA), in partnership with the Indiana Division of Disability and Rehabilitative Services (DDRS).

Suggested Motion: Move to approve the agreement with Short Stack Press LLC for artwork to be performed as part of the Goshen Sensory Trail Project at the cost of \$800 to be paid with funds received through a grant from the Community Connections for People with Disabilities (CCPWD).

AGREEMENT FOR CREATION OF ART WORK
FOR THE SENSORY TRAIL

THIS AGREEMENT is entered into on the _____ day of _____, 2021, which is the last signature date set forth below, by and between Short Stack Press, LLC (“Contractor” whose mailing address is 307 E. Monroe Street, Goshen, IN 46526, 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 following services which shall include the provision of all labor, supplies, materials (except paint, which will be supplied by City), tools, equipment, supervision, insurance and all other items necessary to create art work for the sensory trail (hereinafter referred to as “Duties”). Contractor’s duties under this agreement include developing and creating art work for one location on the Sensory Trail approximate size 6’ by 10’ as specified by the Department of Environmental Resilience.

Section 2. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties, and all Duties shall be completed by September 7, 2021.

Section 3. Compensation

City agrees to compensate Short Stack Press, LLC in a lump sum amount of Eight Hundred Dollars (\$800.00) for performing all Duties from funds received by the City through a grant from the Community Connections for People with Disabilities (CCPWD) offered through the Indiana Office of Community and Rural Affairs (OCRA), in partnership with the Indiana Division of Disability and Rehabilitative Services (DDRS).

Section 4. Payment

Payment shall be upon City’s receipt of a detailed invoice from Short Stack Press, LLC. 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 Environmental Resilience Department
410 W. Plymouth Avenue
Goshen, IN 46528

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.

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. Licensing/Certification Standards

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

Section 6. Independent Contractor

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.

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

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 7. 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 8. Employment Eligibility Verification

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.

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.

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.

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 9. 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 10. 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 11. 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 12. Default

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default. 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

Contractor may also be considered in default by the City if any of the following occur:

- a. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- b. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- c. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- d. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- e. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- f. 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.
- g. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 13. Termination

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.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

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 14. 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: Short Stack Press, LLC
301 E. Monroe Street
Goshen, IN 46526

Section 15. 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 16. 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 17. 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 18. Applicable Laws

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.

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 maybe deemed a material breach of agreement.

Section 19. Miscellaneous

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.

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.

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 20. 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 21. 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 22. Entire Agreement

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

Section 23. 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.

[Signatures on following page]

City of Goshen, Indiana

Short Stack Press, LLC

Jeremy P. Stutsman, Mayor

By _____
Ida Mae Short, Member

Michael A. Landis, Member

Date Signed: _____

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

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

August 26, 2021

To: Board of Public Works and Safety
From: Brandy L. Henderson
Subject: Agreement regarding artwork for the Goshen Sensory Trail Project

The City's Environmental Resilience Department presents an agreement with the City and Rothshank Artworks for artwork to be included in the Goshen Sensory Trail Project. The artwork is to be completed by September 7, 2021 and the City will compensate said artist Eight Hundred Dollars (\$800) from funds received by the City through a grant from the Community Connections for People with Disabilities (CCPWD) offered through the Indiana Office of Community and Rural Affairs (OCRA), in partnership with the Indiana Division of Disability and Rehabilitative Services (DDRS).

Suggested Motion: Move to approve the agreement with Rothshank Artworks for artwork to be performed as part of the Goshen Sensory Trail Project at the cost of \$800 to be paid with funds received through a grant from the Community Connections for People with Disabilities (CCPWD).

AGREEMENT FOR CREATION OF ART WORK
FOR THE SENSORY TRAIL

THIS AGREEMENT is entered into on the _____ day of _____, 2021, which is the last signature date set forth below, by and between Rothshank Artworks LLC, (“Contractor” whose mailing address is 63786 CR 33, Goshen, IN 46528, 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 following services which shall include the provision of all labor, supplies, materials (except paint, which will be supplied by City), tools, equipment, supervision, insurance and all other items necessary to create art work for the sensory trail (hereinafter referred to as “Duties”). Contractor’s duties under this agreement include developing and creating art work for one location on the Sensory Trail approximate size 6’ by 10’ as specified by the Department of Environmental Resilience.

Section 2. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties, and all Duties shall be completed by September 7, 2021.

Section 3. Compensation

City agrees to compensate Contractor in a lump sum amount of Eight Hundred Dollars (\$800.00) for performing all Duties from funds received by the City through a grant from the Community Connections for People with Disabilities (CCPWD) offered through the Indiana Office of Community and Rural Affairs (OCRA), in partnership with the Indiana Division of Disability and Rehabilitative Services (DDRS).

Section 4. Payment

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 Environmental Resilience Department
410 W. Plymouth Avenue
Goshen, IN 46528

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.

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. Licensing/Certification Standards

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

Section 6. Independent Contractor

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.

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

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 7. 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 8. Employment Eligibility Verification

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.

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.

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.

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 9. 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 10. 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 11. 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 12. Default

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default. 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

Contractor may also be considered in default by the City if any of the following occur:

- a. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- b. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- c. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- d. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- e. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- f. 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.
- g. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 13. Termination

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.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

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 14. 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: Rothshank Artwork LLC
63786 CR 33
Goshen, IN 46528

Section 15. 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 16. 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 17. 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 18. Applicable Laws

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.

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 19. Miscellaneous

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.

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.

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 20. 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 21. 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 22. Entire Agreement

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

Section 23. 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.

[Signatures on following page]

City of Goshen, Indiana

Rothshank Artworks LLC

Jeremy P. Stutsman, Mayor

By _____
Brooke Rothshank, Member

Michael A. Landis, Member

Date Signed: _____

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____