



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. November 29, 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: November 22, 2021

Approval of Agenda

- 1) PD: Swearing in of Aaron H. Lower, Probationary Patrol Officer
- 2) PD: Swearing in of Anthony W. Reese, Probationary Patrol Officer
- 3) PD: Swearing in of David M. Stump, Probationary Patrol Officer
- 4) Agreement Amendment with Alexander Chemical Corporation (Brandy Henderson)
- 5) Agreement Amendment for Electrical Maintenance with L&M Electric – JN: 2022-0005 (Dustin Sailor)
- 6) Agreement Amendment for Electrical Maintenance for Middlebury Electric, Inc. – JN: 2022-0006 (Dustin Sailor)
- 7) Agreement for Completion of Construction Project at 123 N. 6th Street (Dustin Sailor)
- 8) 2021 Pavement Management Plan – JN: 2021-0004 (Dustin Sailor)
- 9) Wilden Avenue Reconstruction – JN: 2014-0035 (Dustin Sailor)
- 10) Survey RFQ – JN: 2021-0027 (Dustin Sailor)

11) Unpaid Final Accounts (Kelly Saenz)

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE NOV. 22, 2021 REGULAR MEETING

Convened at 2 p.m. at Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Mayor Jeremy Stutsman and members Mike Landis, Mary Nichols, and Barb Swartley

Absent: DeWayne Riouse

Call to Order: Mayor Jeremy Stutsman called the meeting to order at 2 p.m.

Review/approval of Minutes: The minutes of the Nov. 15, 2021 meeting of the Board of Works & Safety & Stormwater Board were presented. **Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. Motion passed 4-0.**

Review/approval of Agenda: Mayor Stutsman presented the Board agenda. **Nichols moved to approve the agenda as submitted. Swartley seconded the motion. Motion passed 4-0.**

1) Hiring and Swearing in of Megan J. Berry as Probationary Firefighter (Chief Sink)

Fire Department Chief Dan Sink asked the Board to hire Megan J. Berry as a Probationary Firefighter for the Goshen Fire Department effective today, Nov. 22, 2021. Sink reported that Berry has passed all of pension requirements for the State of Indiana.

Nichols/Swartley moved to hire Megan J. Berry as a Probationary Firefighter for the Goshen Fire Department, effective Nov. 22, 2021. Motion passed 4-0. Mayor Stutsman then swore Berry into office.

2) Hiring and Swearing in of Hannah M. Estes as Probationary Firefighter (Chief Sink)

Fire Department Chief Dan Sink asked the Board to hire Hannah M. Estes as a Probationary Firefighter for the Goshen Fire Department effective today, Nov. 22, 2021. Sink reported that Estes has passed all of pension requirements for the State of Indiana.

Nichols/Swartley moved to hire Hannah M. Estes as a Probationary Firefighter for the Goshen Fire Department, effective Nov. 22, 2021. Motion passed 4-0. Mayor Stutsman then swore Estes into office.

3) Electrical License Request for David E. Sloan of Indianapolis (Myron Grise)

City Building Commissioner Myron Grise asked the Board to approve a City of Goshen electrical license for David E. Sloan with Indy Voltage LLC of Indianapolis. Grise reported that Sloan has met the requirements for a City of Goshen Electrical License. Grise said Sloan took the required Prometric exam on July 15, 2000, and received a passing score of 82.5%. Grise said Sloan holds a valid electrical license with the City of Indianapolis, and is requesting a reciprocal license with the City of Goshen.

Nichols/Swartley moved to approve a City of Goshen electrical license for David E. Sloan with Indy Voltage LLC of Indianapolis. Motion passed 4-0.



4) Amendment to LPA-Consulting Contract with Abonmarche Consultants, Inc. (Carla Newcomer)

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the Amendment to the LPA-Consulting Contract with Abonmarche Consultants, Inc. for preliminary engineering services for the reconstruction of Wilden Avenue from Rock Run Creek Bridge to 6th Street. Newcomer said the contract was originally executed Dec. 15, 2014 and amended June 1, 2020. This amendment adds asbestos inspection services of five structures to be demolished for an additional cost of \$3,100, and staking of right-of-way and the location of each curb inlet structure for an additional cost of \$4,800. This Amendment increases the compensation due under the contract to a total fee not to exceed \$337,900.

Nichols/Swartley moved to approve and execute the Amendment to the LPA-Consulting Contract with Abonmarche Consultants, Inc. for preliminary engineering services for the reconstruction of Wilden Avenue from Rock Run Creek Bridge to 6th Street. Motion passed 4-0.

5) Economic Development Corporation of Elkhart County Funds Agreement (Brandy Henderson)

Brandy Henderson, a paralegal with the City Legal Department, told the Board that the City of Goshen has various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. She said the City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. Henderson said the Economic Development Corporation of Elkhart County is one such community service organization that has applied for these funds. It has requested \$65,219 for economic development and operations efficiency. Henderson said the Economic Development Corporation of Elkhart County has provided all the required information and an agreement is now being brought to the Board for consideration and approval.

Nichols/Swartley moved to approve the agreement with Center for Business Excellence, Inc. to support the project or projects outlined in its submitted application. Motion passed 4-0.

6) Amend Uniform Service Contract with Wildman Business Group, Inc. (Brandy Henderson)

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve an agreement amendment with Wildman Business Group, Inc. and authorize Mayor Stutsman to execute it. She said the City entered into a contract with Wildman Business Group, Inc., dated Sept. 11, 2017, to provide a Uniform Service for City employees for the unit cost amounts in accordance with the supplier's itemized quote and based on the quantities required by the City. The contract allows for two additional two-year terms under the same terms and conditions. The City desires to renew the term of the contract for the third two-year term from Jan. 1, 2022 through Dec. 31, 2023. The City has asked, and Wildman has agreed, to add to the scope of services under this amended agreement uniforms for the Parks and Recreation Department's 6-person team. Also added to the scope of services is entryway mat services to the Annex Building, City Hall, Police and Courts Building, and the Utilities Building. This service will begin Nov. 30, 2021. All other terms and conditions of the Sept. 11, 2017 contract remain the same.

Nichols/Swartley moved to approve the attached agreement amendment with Wildman Business Group, Inc. and authorize Mayor Stutsman to execute the same. Motion passed 4-0.



7) Agreement with Eaton Corporation (Brandy Henderson)

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute the agreement with Eaton Corporation for the evaluation of five (5) breakers for the purpose of reconditioning with the total cost being \$5,600 and said costs to be applied to any expenses for reconditioning in the future. She said should the evaluation determine that the breakers can be reconditioned, the Waste Water Treatment Plant intends on keeping these breakers as emergency replacements should the need ever arise. Henderson said Eaton will be paid \$1,120 per breaker with a total sum of \$5,600 and this expense will be applied to the reconditioning expenses should the City proceed in that direction.

Nichols/Swartley moved to approve and authorize Mayor Stutsman to execute the agreement with Eaton Corporation for the evaluation of five (5) breakers for the purpose of reconditioning with the total cost being \$5,600 and said costs to be applied to any expenses for reconditioning in the future. Motion passed 4-0.

8) Agreement with Design Group International (Brandy Henderson)

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve and authorize the Mayor to execute the agreement with Design Group International for consulting services on organizational, visional, and workload management planning for the Department of Environmental Resilience Henderson said Design Group International will be paid \$8,750 for these for the services.

Nichols/Swartley moved to approve and authorize the Mayor to execute the agreement with Design Group International for consulting services on organizational, visional, and workload management planning for the Department of Environmental Resilience at a cost of \$8,750. Motion passed 4-0.

9) Agreement with Aquascapes of Michiana, LLC (Carla Newcomer)

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with Aquascapes of Michiana, LLC for snow removal within the Goshen Downtown Economic Improvement District. Aquascapes will be paid at an hourly rate of \$85 per hour for the removal of snow within the downtown Economic Improvement District. In response to a question from **Mayor Stutsman** about the higher rate than in the past, **City Attorney Bodie Stegelmann** confirmed the company will be using its own equipment this winter. The **Mayor** said now pushed to the curbs will be removed by City crews.

Nichols/Swartley moved to approve and execute the agreement with Aquascapes of Michiana, LLC for snow removal in the Goshen Downtown Economic Improvement District. Motion passed 4-0.

10) Agreement with Mechanical Man, Inc. (Carla Newcomer)

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with Mechanical Man, Inc. for the demineralization of the boiler water at the Police Department. Mechanical Man will be paid \$9,983 to demineralize water in boiler system to the manufacturer's water quality specification, install a 55-gallon feeder reservoir; disconnect the boiler system from the City water feed; bleed the boiler system, as necessary; and provide a disposable demineralizer.

Nichols/Swartley moved to approve and execute the agreement with Mechanical Man, Inc. for the demineralization of the boiler water at the Police Department in the amount of \$9,983. Motion passed 4-0.



11) Agreement with OJS Building Services, Inc. (Carla Newcomer)

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with OJS Building Services, Inc. to provide and install hot water valves at the Goshen Police Department for \$27,750. Newcomer said attached to the agreement was an amendment to the Aug. 28, 2018 agreement with OJS Building Services, Inc. for the replacement of hot water valves at the Police Department. OJS Building Services, Inc. will install 40 Belimo modulating valves, piping materials, and provide testing. **City Director of Public Works and Utilities Dustin Sailor** provided further information on the purpose of the work.

Nichols/Swartley moved to approve and execute the agreement with OJS Building Services, Inc. to provide and install hot water valves at the Goshen City Police Department for \$27,750. Motion passed 4-0.

12) Agreement for the Completion of the Construction Project 1211 Camelot Drive (JN: 2017-2045) (Mattie Lehman)

City Stormwater Specialist asked the Board to approve the agreement for the completion of the construction project at 1211 Camelot Drive with Kadd Acquisitions LLC. She said builder Schrock Homes has passed its final building inspection for 1211 Camelot Drive and the project is substantially complete except for seeding disturbed areas. This final Stormwater Department requirement cannot be completed at this time due to weather conditions. So, the Stormwater Department has submitted an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute. The property owner, Kadd Acquisitions LLC (land holding company related to Schrock Homes), has agreed to permanently stabilize 7,000 square feet of disturbed area with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is less than \$2,000; thus, no surety amount is required. This is the first such agreement under the new Board of Works and Public Safety Resolution 2021-29 "A Policy for the Issuance of Certificate of Occupancy Prior to Completion of Construction Project." More agreements of this kind are expected in the coming months.

Nichols/Swartley moved to approve the agreement for the completion of the construction project at 1211 Camelot Drive with Kadd Acquisitions LLC. Motion passed 4-0.

CITY OF GOSHEN STORMWATER BOARD

MINUTES OF THE NOV. 22, 2021 REGULAR MEETING

Convened at 2 p.m. at Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Mayor Jeremy Stutsman and members Mike Landis and Mary Nichols

Absent: None

13) Post-Construction Plan Approval Keystone RV Building Additions and Parking Expansion (JN: 2021-2010 and 2021-2032) (Jason Kauffman)

City Stormwater Coordinator Jason Kauffman asked the Board accept the post-construction stormwater management plan for Keystone RV Building Additions and Parking Expansion as it has been found to meet the requirements of City Ordinance 4329.



Kauffman said the developer of the Keystone RV Parking Lot Expansion, located at 2442 East Kercher Road, and Keystone RV Additions, located at 2525 Linden Drive affecting one or more acres of land, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

Nichols/Landis moved to accept the post-construction stormwater management plan for Keystone RV Building Additions and Parking Expansion as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

14) Post-Construction Plan Approval Westoria Eighth P.U.D. (JN: 2021-2002) (Jason Kauffman)
City Stormwater Coordinator Jason Kauffman asked the Board to accept the post-construction stormwater management plan for Westoria Eighth P.U.D. as it has been found to meet the requirements of City Ordinance 4329. **Nichols/Landis moved to accept the post-construction stormwater management plan for Westoria Eighth P.U.D. as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.**

BOARD OF PUBLIC WORKS & SAFETY

CONTINUED MINUTES OF THE NOV. 22, 2021 REGULAR MEETING

Present: Mayor Jeremy Stutsman and members Mike Landis, Mary Nichols, and Barb Swartley

Absent: DeWayne Riouse

15) WWTP Improvements Project – Change Order No. 4 (JN: 2019-0025A) (Bryce Gast)

Administrative City Engineer Bryce Gast asked the Board to approve Change Order No. 4 for a cost reduction of \$172,286, with no change to the project schedule, for the Wastewater Treatment Plant Improvement Project. A change order prepared by Donohue and Associates includes a total of seven changes to the project: five are additional costs and two are cost reductions. HE said the changes include the following: addition of a sidewalk to the vactor truck receiving facility to improve access for an additional cost of \$9,917; modification of the new digester gas piping to improve moisture control in the process for an additional cost of \$3,172; addition of a pipe fitting to the aeration process piping after the original was deemed to be unsuitable for reuse for an additional cost of \$930; replacement of diffuser o-rings in the aeration tanks for an additional cost of \$2,382; modification of the diffuser grid in the existing aeration tanks to better match the diffuser grid in the new aeration tank for an additional cost of \$3,086; removal of the sludge lagoon decommissioning from the project scope for a cost reduction of \$178,256.00 (Note: This cost is removed from the project scope but will still be incurred by the Wastewater Utility); removal of a substantial portion of painting scope from the secondary clarifiers and upflow clarifiers for a cost reduction of \$13,517. The change order is for a cost decrease of \$172,286, which reduces the total project cost to \$18,970,526. This change order is a decrease of 0.9% and lowers the project cost below the original bid cost by 0.1 %. The change order adds no time to the project schedule, though Kokosing has reserved the right to request additional time at a later date. Asked by **Mayor Stutsman** if the price included the cost to haul away sludge from the lagoon, **Gast** said it did not. **Gast** said the city will have to pay that as well as costs to decommission the lagoon. **Mayor Stutsman** said any further time extensions of additional costs not requested by the City will need to be requested by Kokosing. In response to a question by Board member **Landis**, **Gast** said another company will decommission the lagoon. **Nichols/Swartley moved to approve Change Order No. 4, for a cost reduction of \$172,286, with no change to the project schedule, for the Wastewater Treatment Plant Improvement Project. Motion passed 4-0.**



Privilege of the Floor:

Mayor Stutsman opened Privilege of the Floor at 2:28 p.m. No one asked to speak, so the Mayor closed Privilege of the Floor.

Clerk-Treasurer Aguirre advised Mayor Stutsman that there was a discrepancy on agenda item #5 in the intended name of the entity and the entity mentioned in actual Board motion. The agreement is/was between the City of Goshen and the Economic Development Corporation of Elkhart County. However, the Board's motion stated that the agreement was between the City of Goshen and the Center for Business Excellence, Inc. Brandy Henderson, a paralegal with the City Legal Department, who presented the item to the Board, stated that the suggested motion in her packet memo was incorrect. She stated that entity involved is/was the Economic Development Corporation of Elkhart County and that the actual agreement is correct. In response to a question from Mayor Stutsman, Board members said they were not confused in approving the agreement. They knew it was the Economic Development Corporation of Elkhart County.

With no further matters before the Board, Mayor Stutsman/Nichols moved to approve Civil City and Utility claims and to adjourn the meeting. Motion passed 4-0. Meeting was adjourned at 2:30 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member



Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Jeremy Stutsman
Member Mary Nichols
Member Mike Landis
Member Barb Swartley
Member DeWayne Riouse

Date: November 29th, 2021

From: Jose' Miller, Chief of Police

Reference: The hiring of Aaron H. Lower

I am requesting that the Board of Public Works and Safety approve the hiring of Aaron H. Lower for the position of probationary patrol officer. Aaron has passed all exams and has been approved by both the local and State pension boards. Aaron is a 2019 graduate of the Indiana Law Enforcement Academy. He previously worked at the Mishawaka Police Department as a sworn officer for approximately three years (3) years. I would like this hiring to be effective today November 29th, 2021.

Aaron will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Jeremy Stutsman
Member Mary Nichols
Member Mike Landis
Member Barb Swartley
Member DeWayne Riouse

Date: November 29th, 2021

From: Jose' Miller, Chief of Police

Reference: The hiring of Anthony W. Reese

I am requesting that the Board of Public Works and Safety approve the hiring of Anthony W. Reese for the position of probationary patrol officer. Anthony has passed all exams and has been approved by both the local and State pension boards. Anthony is 2021 graduate of the Indiana Law Enforcement Academy. He previously worked at the Elkhart Police Department as a sworn officer for approximately one and a half (1.5) years. I would like this hiring to be effective today November 29th, 2021.

Anthony will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Jeremy Stutsman
Member Mary Nichols
Member Mike Landis
Member Barb Swartley
Member DeWayne Riouse

Date: November 29th, 2021

From: Jose' Miller, Chief of Police

Reference: The hiring of David M Stump.

I am requesting that the Board of Public Works and Safety approve the hiring of David M. Stump for the position of probationary patrol officer. David has passed all exams and has been approved by both the local and State pension boards. David will be a welcomed addition to the Goshen Police Department. I would like his hiring to be effective today, November 29th, 2021.

David will be present for the Board of Works Meeting.

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



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

November 8, 2021

To: Board of Public Works and Safety

From: Brandy L. Henderson

Subject: Agreement Amendment with Alexander Chemical Corporation

Goshen Utilities recommends that the City extend the term of the original agreement dated December 26, 2018 with Alexander Chemical Corporation for the purchase of chlorine, hydrofluosilicic acid, and mercury free/reduced sodium hypochlorite. This extension is for a second, one-year term through December 31, 2022.

Suggested Motion:

Move to approve and execute the attached Agreement Amendment with Alexander Chemical Corporation and authorize Mayor Stutsman to execute the same.

AGREEMENT AMENDMENT

Purchase of Chemicals

THIS AGREEMENT AMENDMENT is entered into on _____, 2021, by and between **Alexander Chemical Corporation** (“Alexander”), whose mailing address is 315 5th Street, PO Box 599, Peru, IL 61354, 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”).

RECITALS

- (1) City and Alexander entered into an Agreement on December 26, 2018 for the City’s purchase and Alexander’s supply of chlorine, hydrofluosilicic acid, and mercury free/reduced sodium hypochlorite.
- (2) Upon written approval of both parties, the Agreement may be renewed for three additional one-year terms under the same terms and conditions.
- (3) The parties wish to renew the Agreement for the third and final one-year term.

In consideration of the terms, covenants and conditions to be kept and performed under the original Agreement dated December 26, 2018, and under the terms, covenants and conditions of this amendment, the parties agree as follows:

TERM

The term of the Agreement for the City’s purchase and Alexander’s supply of chlorine, hydrofluosilicic acid, and mercury free/reduced sodium hypochlorite shall be extended through December 31, 2022.

ORIGINAL AGREEMENT

In all respects, all other provisions of the original Agreement dated December 26, 2018 shall remain in full force and effect.

AUTHORITY TO EXECUTE

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

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

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

Alexander Chemical Corporation

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date: _____

Date: _____

CITY OF GOSHEN
Engineering Department
Municipal Annex Building
204 East Jefferson Street, Suite 1
Goshen, Indiana 46528

Telephone: (574) 534-2201
Facsimile: (574) 533-8626
E-Mail: engineering@goshencity.com

MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **AGREEMENT AMENDMENT FOR ELECTRICAL MAINTENANCE**
Traffic Signals, School Flashers, Lighting, Airport, City Buildings
JN: 2022-0005

DATE: **November 24, 2021**

Attached is an Agreement Amendment with L&M Electric for the Electrical Maintenance of Traffic Signals, School Flashers, Lighting, City Buildings and the Airport. The Amendment extends the Agreement from January 1, 2022, through December 31, 2022, under the same terms and conditions as the February 15, 2021, contract.

Suggested Motion: Authorize Mayor Stutsman to execute the amendment agreement with L&M Electric to extend by one (1) year through December 31, 2022 for Civil City Electrical Maintenance.

AMENDMENT NO. 1

ELECTRIC MAINTENANCE SERVICE FOR THE CITY'S TRAFFIC SIGNALS, SCHOOL FLASHERS, LIGHTING, CITY BUILDINGS AND AIRPORT

THIS AMENDMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **L&M Electric, Inc** ("Contractor"), whose mailing address is 2702 Elkhart Road, 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").

RECITALS

- (A) City and Contractor entered into an Agreement on February 15, 2021 for electrical maintenance services for the City's traffic signals, school flashers, lighting, city buildings and airports, Project No. 2021-0005.
- (B) Per the original agreement dated February 15, 2021, the contract may be renewed for three (3) additional one (1) year terms under the same terms and conditions.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

Section 1. Effective Date; Term

- (A) The Amendment shall become effective on the day of execution and approval by both parties.
- (B) The Agreement shall be extended for an additional period of one (1) year, and terminate on December 31, 2022.

Section 2. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

Section 3. Authority to Execute

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

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

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

L&M Electric, Inc

Jeremy P. Stutsman, Mayor

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____

CITY OF GOSHEN
Engineering Department
Municipal Annex Building
204 East Jefferson Street, Suite 1
Goshen, Indiana 46528

Telephone: (574) 534-2201
Facsimile: (574) 533-8626
E-Mail: engineering@goshencity.com

MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **AGREEMENT AMENDMENT FOR ELECTRICAL MAINTENANCE
MUNICIPAL WASTEWATER AND WATER UTILITIES
JN: 2022-0006**

DATE: **November 24, 2021**

Attached is an Agreement Amendment with Middlebury Electric for the Electrical Maintenance for the Wastewater and Water Utilities. The Amendment extends the Agreement from January 1, 2022, through December 31, 2022, under the same terms and conditions as the February 17, 2021, contract.

Suggested Motion: Authorize Mayor Stutsman to execute the amendment agreement with Middlebury Electric to extend by one (1) year through December 31, 2022 for Utilities Electrical Maintenance.

AMENDMENT NO. 1

ELECTRIC MAINTENANCE SERVICE FOR THE CITY'S MUNICIPAL WASTEWATER & WATR UTILITIES

THIS AMENDMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Middlebury Electric, Inc** ("Contractor"), whose mailing address is 65755 US 33, 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").

RECITALS

- (A) City and Contractor entered into an Agreement on February 17, 2021 for electrical maintenance services for the City's municipal wastewater and water utilities, Project No. 2021-0006.
- (B) Per the original agreement dated February 17, 2021, the contract may be renewed for three (3) additional one (1) year terms under the same terms and conditions.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

Section 1. Effective Date; Term

- (A) The Amendment shall become effective on the day of execution and approval by both parties.
- (B) The Agreement shall be extended for an additional period of one (1) year, and terminate on December 31, 2022.

Section 2. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

Section 3. Authority to Execute

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

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

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

Middlebury Electric, Inc

Jeremy P. Stutsman, Mayor

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____



Stormwater Department
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT
123 N 6TH ST**

DATE: November 24, 2021

Habitat for Humanity has passed their final building inspection for 123 N 6th St and the project is substantially complete except for seeding disturbed areas, planting of a street tree, and possible repairs to damaged sidewalk. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute.

Under the Agreement, the property owner, Habitat for Humanity of Elkhart County, Inc. agrees to permanently stabilize 5,000 square feet of disturbed area with seed and a temporary stabilization measure, plant the required street tree, and repair any damage to sidewalk by June 15, 2022.

The expected cost of remaining work is \$1,550 and a surety for that amount has been submitted to the Clerk Treasurer's office. A surety is required because of the included concrete work.

Requested Motion: Approve the Agreement with Habitat for Humanity of Elkhart County, Inc. for the completion of the construction project at 123 N 6th St.

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on _____, 20 21, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Habitat for Humanity of Elkhart County, Inc.

and, if the builder is responsible for completing the remaining work,

Builder: _____

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 123 N. 6th St., Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 20 22, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 5,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: one large deciduous tree

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20_____.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20_____.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately 75 square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: West Clinton Street
- Install approximately _____ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: _____
- Other: _____

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- Permittee agrees to provide Goshen a surety in the amount of one-thousand five hundred and fifty Dollars (\$ 1,550.00) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.
- Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.

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

- 8. **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.
- 9. **NOTICES.** 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 this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, IN 46528

Address for Permittee:

Property Owner: Habitat for Humanity of Elkhart County, Inc.
 PO Box 950
 Goshen, IN 46527

Builder: _____

No Builder

- 10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement 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 suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

- 11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
- 12. **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.
- 13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: _____

Printed: _____

Title: _____

Date: _____

Goshen:

Jeremy P. Stutsman, Mayor

Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.



**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: Engineering

RE: **2021 PAVEMENT MANAGEMENT PLAN – JN: 2021-0004**

DATE: November 24, 2021

Attached please find the of the 2021 Pavement Management Plan.

This plan reports on the condition of the City's roadways and, once submitted to LTAP, fulfills one of the requirements required to be eligible for Community Crossings Matching Grant applications. The report summarizes the condition of the city's roadway network using the PASER rating system. The report is required to be updated and submitted to LTAP each year along with a pavement inventory. The City's road network is required to be rated every other year.

It is requested the Board of Public Works approve the revised Pavement Management Plan for 2021.

Thank you for your consideration of this request.



City of Goshen

Pavement Management Plan

November 2021

Approved by:

Board of Public Works and Safety

Mayor Jeremy Stutsman

Michael Landis

Mary Nichols

DeWayne Riouse

Barb Swartley

Prepared by:

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

Certified by:

Joshua S. Corwin, P.E.
State of Indiana No. 11011684

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Definitions

1. **Transverse Crack** - Cracks perpendicular to the pavement's centerline.
2. **Longitudinal Crack** - Cracks parallel to the pavement's centerline.
3. **Rutting** - Surface depression in the wheel path of the pavement.
4. **Block Cracking** - Interconnected cracks that divide the pavement up into rectangular pieces.
5. **Alligator Cracking** - A series of interconnected cracks caused by fatigue failure of the HMA surface under repeated traffic loading.
6. **Raveling** - The progressive disintegration of an HMA layer from the surface downward as a result of the dislodgement of aggregate particles.

Report Overview

The purpose of this inspection report was to rate the current pavement conditions of each street segment and to identify needed maintenance and repair of the 137 roadway miles under the jurisdiction of the City of Goshen utilizing the PASER guidelines. The results of the study will be the basis for the development of programs depending on availability of funds. The study should be kept current on an annual basis.

Goals and Objectives

It is the City of Goshen's goal to use the inventory and condition ratings to apply appropriate roadway preservation techniques in order to extend the life of the City's roadways in a cost effective manner. It is the City's goal to reduce the number of poor roads (PASER rating 1-4) from 70% to 30% in the next 20 years.

What is the PASER System?

The Pavement Surface Evaluation and Rating (PASER) system visually evaluates the condition of road segments. Ratings are applied to road segments of varying length, with segment values ranging from 10 for a new road segment to 1 for a completely failed segment, and specific ratings determined by the number and type of surface defects. The rating is based upon the worst area within the street segment.

PASER also recommends needed maintenance or repair, based on the condition of the roadway. PASER Ratings for this report are divided into the following maintenance categories:

PASER Rating	Pavement Quality	
10	Excellent	
9	↑ ↓	
8		
7		
6		
5		
4		
3		
2		
1		Poor

- **Roads with PASER ratings of 8-10 (Good Condition) require Routine Maintenance.** Routine maintenance encompasses day-to-day maintenance activities, such as street sweeping, drainage, shoulder gravel grading, and sealing cracks to prevent standing water and water penetration.



PASER Rating 9

There are no visible distresses in PASER ratings 9 and 10 because they are new constructions or recent overlays.

Pictured is River Race Drive between Madison Street and Monroe Street shows no signs of wear.



PASER Rating 8

Roadways with a PASER rating 8 have no longitudinal cracks, except for reflection of pavement joints. Occasional transverse cracks spaced 40 feet or more apart. All cracks are sealed or tight (open less than 1/4").

Pictured is Martin Avenue from the Meijer Access Road to Corporate limits. This roadway has small occasional cracks, and requires very little maintenance.

- **Roads with PASER ratings of 5-7 (Fair Condition) require Capital Preventative Maintenance.** Capital preventative maintenance is a planned set of cost-effective treatments to an existing roadway system that slow down future deterioration and maintain or improve the functional condition of the system without significantly increasing structural capacity. The purpose of capital preventative maintenance fixes is to protect the pavement structure, slow the rate of pavement deterioration, and/or correct pavement surface deficiencies. These treatments are targeted at pavement surface defects primarily caused by the environment and by pavement material deficiencies.



PASER Rating 7

PASER rating 7 pavement can include very slight or no raveling and shows some surface wear. Longitudinal cracks from reflection or paving joints can be up to 1/4" wide and transverse cracks can be up to 1/4" wide and spaced between 10' and 40' apart. There is little or slight crack raveling, no patching, or very few patches in excellent condition.

Pictured is Wheatland Drive from Barley Lane to Oatfield Lane. This roadway has some longitudinal cracks. There are also transverse cracks 10'-40' apart. Most of the cracks are not open due to being crack sealed in 2015.



PASER Rating 6

Roadways with a PASER rating of 6 are starting to show signs of traffic wear and/or raveling. There are open longitudinal cracks with a width between 1/4"-1/2". Transverse cracks are open with a width between 1/4"-1/2" with some being less than 10' apart. The first signs of block cracking can appear, slight to moderate flushing or polishing, and it may have occasional patches in good condition.

Pictured is Waterford Mills Parkway between Regent Street and Edison Drive. This roadway has transverse cracks that are open between 1/4" and 1/2" and are less than 10 feet apart. Some longitudinal cracking along the corridor.



PASER Rating 5

Roadways with a PASER rating of 5 have moderate to severe raveling, longitudinal and transverse cracks open 1/2" or more and secondary cracks. Block cracking on up to 50% of the pavement surface, extensive to severe polishing, and some patching or wedging in good condition.

Pictured is Mountain Ash Lane between Redspire Boulevard and Tulip Boulevard. This roadway has transverse cracks that are greater than 1/2" wide.

Roads with PASER ratings of 1-4 (Poor Condition) require Structural Improvements.

This category includes work identified as rehabilitation and reconstruction, addressing the structural integrity of a road.



PASER Rating 4

PASER rating 4 roadways have severe surface raveling, multiple longitudinal and transverse cracks with slight raveling, block cracking over 50% of the surface, patching in fair condition, and rutting of less than 1/2".

Pictured is Sixth Street between Lincoln Avenue and Washington Street. This roadway has longitudinal cracks in the wheel path and the block cracking.



PASER Rating 3

Roadways with PASER rating 3 may have closely spaced longitudinal and transverse cracks, severe block cracking, alligator cracking on less than 25% of the surface, patches in fair to poor condition, occasional potholes, and rutting between 1/2" and 2".

Pictured is Lincoln Avenue between Greene Road and Silverwood Lane. This roadway has longitudinal and transverse cracks that are showing erosion, and there is also rutting in the wheel path.



PASER Rating 2

A PASER rating 2 road has cracking over 25% of the surface, rutting greater than 2", patches in poor condition, and potholes.

Pictured is VanGuilst Drive between Alfalfa Street and Michigan Street. This roadway has alligator cracking over 25% of the surface, and patches that are in poor condition.



PASER Rating 1

PASER rating 1 roadways have severe distress with a loss of surface integrity.

Pictured is Westfield Drive between Pike Street and Wilkinson Street. This roadway has extensive alligator cracking and multiple patches that are in poor condition making it a PASER rating 1.

Study Methodology

The City of Goshen utilized 2-person data collection teams. Each roadway segment was driven. At the end of the segment, the team discussed the roadway and documented on a data collection sheet the factors that resulted in the segment rating. All segments were entered into a spreadsheet that will allow for easy data presentation. Data for the 2020 report was collected between March 9, 2020 and March 16, 2020.

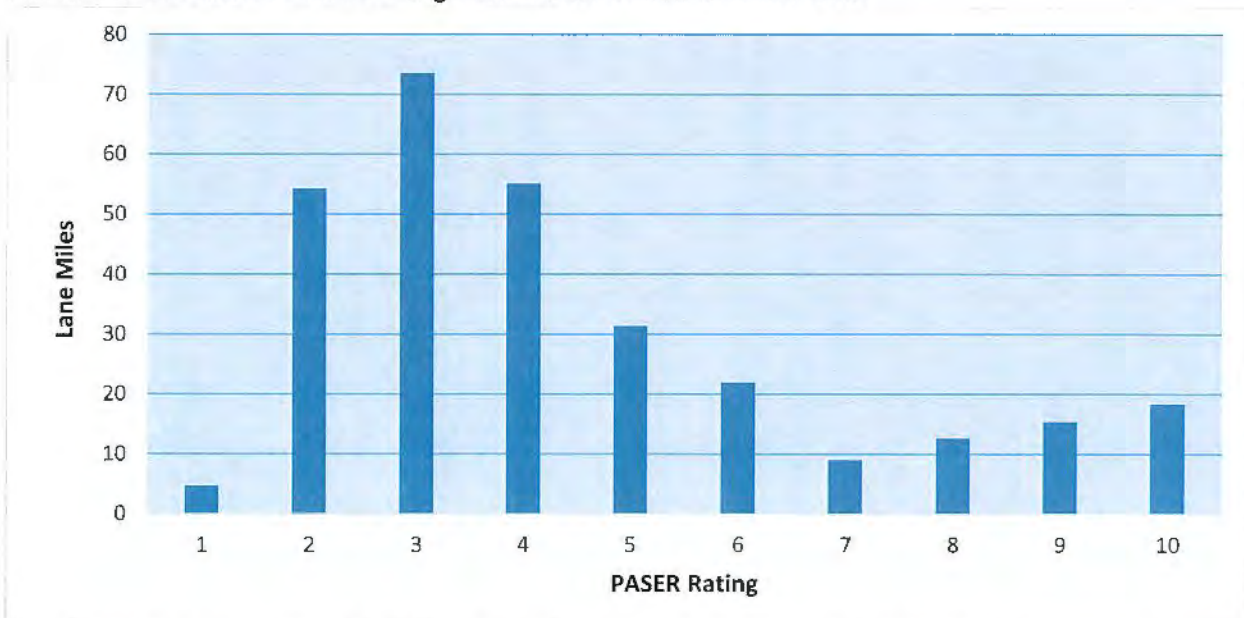
Team members of the data collection attended a training session that took place in Shipshewana hosted by Indiana Local Technical Assistance Program (LTAP) on March 28, 2018. Participants received an overview of the project and were given instructions on how to use the PASER road rating system for data collection.

Goshen's Existing Roadway Conditions

A detailed table of the system is included in Appendix A. The table below provides a summary of the mileage and condition rating for the City. A rating of 5 is the minimum acceptable pavement condition, because it is the last rating that does not require structural repairs. Currently the average rating per lane mile for the City's network is **4.49**.

Rating and Mileage Summary		
Ratings	Miles	Percentage
0-4	92.3	63.4%
5-7	30.7	21.1%
8-10	22.4	15.4%
Total	145.5	

Results of the 2020 PASER ratings are shown below in chart form.



A color-coded map of the PASER ratings for every street within the City of Goshen Street network is included in Appendix A.

How to use the PASER Data?

The 2020 PASER data is in spreadsheet form. The City can easily sort this data in a variety of ways. Possible data sorting scenarios include the following:

- All data sorted by PASER rating (high to low).
- Road classification sorted by PASER rating.

Pavement Maintenance and Cost Considerations

A good pavement maintenance program involves a combination of activities that revolve around the principal that once pavement gets to a certain condition, that the deterioration of the pavement accelerates. Maintenance items such as crack sealing on roads with PASER ratings in the Good categories (PASER Ratings 8-10) and sealing or micro-surfacing roadways with PASER ratings in the Fair categories (PASER Rating 5-7) are an essential part of roadway maintenance program. Crack sealing is a low-cost method to keep the roads from needing high cost reconstruction. Structural improvements are recommended for streets with a PASER Rating of 4 or below. Streets with a PASER Rating 3-4 are typically slated for milling and overlay with full depth patches. Street with a PASER Rating 1-2 are typically full-depth pavement reconstruction projects. The following table summarizes the anticipated costs associated with the City of Goshen's streets.

Cost Summary of Goshen's Roadway Network (Based on 2020 PASER Ratings)					
PASER Rating	Centerline Miles	Treatment	Estimated Cost Per Mile	Estimated Cost	Typical Performance Period (Years)
8-10 (Good)	22.4	Crack Seal	\$8,000	\$179,278	2-4
7 (Fair)	4.4	Chip Seal	\$22,000	\$96,746	4-6
6 (Fair)	10.9	Slurry Seal	\$32,000	\$347,668	4-6
5 (Fair)	15.5	Micro-Surface	\$62,000	\$960,200	5-7
4 (Poor)	27.1	Mill & Overlay w/ 5% Full-Depth Patching	\$165,000	\$4,469,386	5-10
3 (Poor)	35.9	Mill & Overlay w/ 25% Full-Depth Patching	\$313,000	\$11,235,718	5-10
1-2 (Poor)	29.3	Full Reconstruction	\$1,018,000	\$29,848,988	20-30
Total =				\$47,137,984	

The above methods are the most used methods for the City of Goshen. The costs alone show why it is so important maintain the higher rated streets and keep them from failure. The crack sealing and chip sealing is typically done with in-house crews, whereas the other options are bid and done by a contractor.

Roadway Improvements Scheduled for 2022

(Known projects as of report date)

Reconstruction

Jefferson St from 3rd to Main

Dykstra Street from 22nd to 29th

Hickory Street from Summer to Dewey

Mill/Pave

College Avenue – 15th to RR

Madison Street – Main to US 33

Berkey Avenue – Dewey to Greene

Homeacres Drive – Colonial Manor to Greene

Edgewood Drive – Bashor to Homeacres

Clover Trails – Sections TBD

Concrete

Kentfield Drive

Haywood Court

Woodstone Court

Brookstone Court

Garland Drive

Canton Drive

Elmhurst Court

Ashton Court

Winstead Drive

Roadway Improvements Completed in 2021

Roadway	From	To	2021 Treatment
College Manor Dr	Cul-de-sac	College Ave	Concrete - Joint/Crack Sealing
Hampton Cir	Winsted Dr	Winsted Dr	Concrete - Joint/Crack Sealing
Kentfield Way	Pembroke Cir	Pembroke Cir	Concrete - Joint/Crack Sealing
Kentfield Way	Pembroke Ci	16th St	Concrete - Joint/Crack Sealing
Kentfield Way	Winsted Dr	Pembroke Ci	Concrete - Joint/Crack Sealing
Pembroke Cir	Kentfield Way	Kentfield Way	Concrete - Joint/Crack Sealing
Winsted Dr	Kentfield Way	Kentfield Way	Concrete - Joint/Crack Sealing
Winsted Dr	Kentfield Way	Auten Ct	Concrete - Joint/Crack Sealing
Winsted Dr	Auten Ct	Hampton Cr	Concrete - Joint/Crack Sealing
Ashton Ct	Dead End	Kentfield Way	Concrete - Joint/Crack Sealing
Auten Ct	Dead End	Winsted Dr	Concrete - Joint/Crack Sealing
Brookfield Ct	Dead End	Kentfield Way	Concrete - Joint/Crack Sealing
Canton Dr	Garland Dr	Kentfield Way	Concrete - Joint/Crack Sealing
Elmherst Ct	Dead End	Kentfield Way	Concrete - Joint/Crack Sealing
Garland Dr	Canton Dr	Sutton Ct	Concrete - Joint/Crack Sealing
Garland Dr	Sutton Ct	Kentfield Way	Concrete - Joint/Crack Sealing
Kentfield Way	Elmherst Ct	Ashton Ct	Concrete - Joint/Crack Sealing
Kentfield Way	Garland Dr	Winsted DR	Concrete - Joint/Crack Sealing
Kentfield Way	Ashton Ct	Garland Dr	Concrete - Joint/Crack Sealing
Kentfield Way	Canton Dr	Elmherst Ct	Concrete - Joint/Crack Sealing
Sutton Ct	Dead End	Garland Dr	Concrete - Joint/Crack Sealing
Winsted Dr	College Ave	Kentfield Way	Concrete - Joint/Crack Sealing
Woodstone Ct	Dead End	Kentfield Way	Concrete - Joint/Crack Sealing
Barclay Dr	Woodmere Ln	Cul-de-Sac	Concrete - Slab Replacement
Constitution Ave	Clinton St	Cul-de-Sac	Concrete - Slab Replacement
Marabou Pl	Marshwood Rd	Cul-de-Sac	Concrete - Slab Replacement
Marabou Pl	Cul-de-Sac	Marshwood Rd	Concrete - Slab Replacement
Marshwood Rd	Cul-de-Sac	Marabou Pl	Concrete - Slab Replacement
Marshwood Rd	Russett Ave	Saybrook Dr	Concrete - Slab Replacement
Marshwood Rd	Russet Ave	Sweetbriar Dr	Concrete - Slab Replacement
Russet Ave	Circle	Marshwood Rd	Concrete - Slab Replacement
Saybrook Dr	Circle	Marshwood Rd	Concrete - Slab Replacement
Sweetbriar Dr	Woodmere Ln	Wilden Ave	Concrete - Slab Replacement
Woodmere Ln	Circle	Barclay Dr	Concrete - Slab Replacement
Manor Haus Ct	College Manor Dr	Manor Haus Ct	Crack Seal
Egbert Ave	16th ST	15th St	Crack Seal
Egbert Ave	15th St	Lincolnway East	Crack Seal
10th St	Alley 250	Cul-de-Sac	Crack Seal

Roadway	From	To	2021 Treatment
12th St	Douglas St	Reynolds St	Crack Seal
12th St	Plymouth Ave	Douglas St	Crack Seal
15th St	Monroe St	Sanders Ave	Crack Seal
15th St	Sanders Ave	Egbert Ave	Crack Seal
1st St	Pike St	Wilkinson St	Crack Seal
1st St	Wilkinson St	River Ave	Crack Seal
2nd St	River Race Dr	Purl St	Crack Seal
5th St	Crescent St	Middlebury St	Crack Seal
5th St	Main St	Purl St	Crack Seal
5th St	Purl St	Monroe St	Crack Seal
5th St	Monroe St	Madison St	Crack Seal
5th St	Lincoln Ave	Clinton St	Crack Seal
5th St	Clinton St	Pike St	Crack Seal
8th St	Bridge St	Mercer Ave	Crack Seal
8th St	Cross St	Center St	Crack Seal
8th St	Mercer Ave	Cross St	Crack Seal
Arehart St	Oakridge Ave	Wilden Ave	Crack Seal
Arehart St	Garden St	Oakridge Ave	Crack Seal
Arehart St	Middlebury St	Garden St	Crack Seal
Basswood Dr	Palmetto Ln	Dead end	Crack Seal
Basswood Dr	Weaver Woods Dr	Cul-de-Sac	Crack Seal
Basswood Dr	Palmetto Ln	Cul-de-Sac	Crack Seal
Colorado Dr	Pike St	Nebraska Dr	Crack Seal
Cottage Ave	Bridge St	Railroad Tracks	Crack Seal
Cottage Ave	Bridge St	Lincoln Ave	Crack Seal
County Home Rd	Midway Rd	Ferndale Rd	Crack Seal
County Rd 19	Indiana Ave	Compost Site	Crack Seal
Cypress Ln	Weaver Woods Dr	Palmetto Ln	Crack Seal
Cypress Ln	Palmetto Ln	Dead end	Crack Seal
Elders Dr	Hackberry Dr	Linden Dr	Crack Seal
Firethorn Dr	Linden Dr	Kercher Rd	Crack Seal
Firethorn Dr	Maple City Dr	Linden Dr	Crack Seal
Hackberry Dr	Sourwood Dr	Dierdorff Rd	Crack Seal
Hackberry Dr	Dead End	Firethorn Dr	Crack Seal
Hackberry Dr	Firethorn Dr	Elders Dr	Crack Seal
Hackberry Dr	Elders Dr	Sourwood Dr	Crack Seal
Kansas Dr	Pike St	Nebraska Dr	Crack Seal
Kercher Rd	Main St	Martin Manor Dr	Crack Seal
Kercher Rd	Salem Dr	Violett Rd	Crack Seal
Kercher Rd	Island View Dr	Salem Dr	Crack Seal
Kercher Rd	Woodland Dr	Island View Dr	Crack Seal

Roadway	From	To	2021 Treatment
Kercher Rd	Martin Manor Dr	Woodland Dr	Crack Seal
Linden Dr	Firethorn Dr	Elders Dr	Crack Seal
Linden Dr	Elders Dr	Sourwood Dr	Crack Seal
Madison St	10th St	9th St	Crack Seal
Madison St	11th St	10th St	Crack Seal
Madison St	Dead End	11th St	Crack Seal
Middlebury St	Fifth St	Main St	Crack Seal
Middlebury St	Zollinger Rd	Steury Ave	Crack Seal
Middlebury St	6th St	5th St	Crack Seal
Middlebury St	7th St	6th St	Crack Seal
Middlebury St	8th St	7th St	Crack Seal
Middlebury St	9th St	8th St	Crack Seal
Middlebury St	Olive St	9th St	Crack Seal
Middlebury St	Steury Ave	Olive St	Crack Seal
Monroe St	3rd St	River Race Dr	Crack Seal
Monroe St	East Corp Limits	Blackport Dr	Crack Seal
Monroe St	Hillcrest Dr	City Limits	Crack Seal
Palmetto Ln	Cypress Ln	Tyler Ln	Crack Seal
Palmetto Ln	Basswood Dr	Cypress Ln	Crack Seal
Park Ave	Pike St	Elkhart Rd	Crack Seal
Purl St	3rd St	River Race Dr	Crack Seal
Sanders Ave	15th St	14th St	Crack Seal
Sanders Ave	14th St	Lincolnway East	Crack Seal
Sourwood Dr	Hackberry Dr	Linden Dr	Crack Seal
Sourwood Dr	Linden Dr	Kercher Rd	Crack Seal
Sourwood Dr	Hackberry Dr	Corrie Dr	Crack Seal
Supreme Ct	Dead End	Kercher Rd	Crack Seal
Tyler Ln	Palmetto Ln	Dead end	Crack Seal
Tyler Ln	Weaver Woods Dr	Palmetto Ln	Crack Seal
Weaver Woods Dr	Cypress Ln	Basswood Dr	Crack Seal
Weaver Woods Dr	Cypress Ln	Tyler Ln	Crack Seal
Weaver Woods Dr	Basswood Dr	Dead end	Crack Seal
Weaver Woods Dr	CR 28	Tyler Ln	Crack Seal
7th St	Franklin St	Jackson St	Mill and Overlay - 1.5"
7th St	Jackson St	Plymouth Ave	Mill and Overlay - 1.5"
Adams St	15th St	14th St	Mill and Overlay - 1.5"
Adams St	12th St	11th St	Mill and Overlay - 1.5"
Adams St	13th St	12th St	Mill and Overlay - 1.5"
Adams St	14th St	13th St	Mill and Overlay - 1.5"
Douglas St	14th St	13th St	Mill and Overlay - 1.5"
Douglas St	15th St	14th St	Mill and Overlay - 1.5"

Roadway	From	To	2021 Treatment
Douglas St	11th St	10th St	Mill and Overlay - 1.5"
Douglas St	12th St	11th St	Mill and Overlay - 1.5"
Douglas St	13th St	12th St	Mill and Overlay - 1.5"
Woodward Pl	River Vista Dr	Westwood Rd	Mill and Overlay - 1.5"
6th St	Wilden Ave	Walnut Ave	Mill and Overlay - 2"
6th St	Oakridge Ave	Wilden Ave	Mill and Overlay - 2"
6th St	Middlebury St	Garden St	Mill and Overlay - 2"
6th St	Garden St	Oakridge Ave	Mill and Overlay - 2"
6th St	Oakridge Ave	Oakridge Ave	Mill and Overlay - 2"
6th St	Hilltop St	Dead End	Mill and Overlay - 2"
6th St	Walnut Ave	Hilltop St	Mill and Overlay - 2"
6th St	Garden St	Garden St	Mill and Overlay - 2"
7th St	Dead End	Walnut	Mill and Overlay - 2"
7th St	Wilden Ave	Walnut Ave	Mill and Overlay - 2"
7th St	East St	Wilden Ave	Mill and Overlay - 2"
7th St	Middlebury St	Oakridge Ave	Mill and Overlay - 2"
7th St	Oakridge Ave	East St	Mill and Overlay - 2"
Berkey Ave	Greene Rd	Wentworth Dr	Mill and Overlay - 2"
Berkey Ave	Waneta Dr	City Limits	Mill and Overlay - 2"
Berkey Ave	Wentworth Dr	Waneta Dr	Mill and Overlay - 2"
Colonial Manor Dr	Bashor Rd	Homeacres Dr	Mill and Overlay - 2"
Colonial Manor Dr	William Dr	Edward Dr	Mill and Overlay - 2"
Colonial Manor Dr	Homeacres Dr	William Dr	Mill and Overlay - 2"
Colorado St	Lismore Dr	Pine Manor Dr	Mill and Overlay - 2"
Colorado St	Pine Manor Dr	Evergreen Ln	Mill and Overlay - 2"
Garden St	Arehart St	6th St	Mill and Overlay - 2"
Garden St	5th St	Main St	Mill and Overlay - 2"
Garden St	6th St	5th St	Mill and Overlay - 2"
Greene Rd	Plymouth Ave	Greenwood Dr	Mill and Overlay - 2"
Greene Rd	Greenwood Dr	Berkey Ave	Mill and Overlay - 2"
Greene Rd	Greenwood Dr	Greenwood Dr	Mill and Overlay - 2"
Hilltop St	5th St	Main St	Mill and Overlay - 2"
Hilltop St	Hilltop St	6th St	Mill and Overlay - 2"
Hilltop St	6th St	5th St	Mill and Overlay - 2"
Lantern Ln	Eagle Dr	Edward Dr	Mill and Overlay - 2"
Liberty Ct	Cul-de-Sac	William Dr	Mill and Overlay - 2"
Lombardy Dr	Kercher Rd	Caragana Ct	Mill and Overlay - 2"
Messick Dr	Eisenhower Dr S	Kercher Rd	Mill and Overlay - 2"
Oakridge Ave	6th St	5th St	Mill and Overlay - 2"
Oakridge Ave	5th St	Main St	Mill and Overlay - 2"
Oakridge Ave	Arehart St	6th St	Mill and Overlay - 2"

Roadway	From	To	2021 Treatment
Oakridge Ave	7th St	Arehart St	Mill and Overlay - 2"
Pine Manor Ave	Colorado St	Kercher Rd	Mill and Overlay - 2"
Walnut Ave	7th St	6th St	Mill and Overlay - 2"
Walnut Ave	5th St	Main St	Mill and Overlay - 2"
Walnut Ave	6th St	5th St	Mill and Overlay - 2"
West Ave	Dewey Ave	Harrison St	Mill and Overlay - 2"
West Ave	Harrison St	Summer Ave	Mill and Overlay - 2"
West Ave	Winter Ave	Riverside Blvd	Mill and Overlay - 2"
West Ave	Summer Ave	Winter Ave	Mill and Overlay - 2"
Wilden Ave	Dead End	7th St	Mill and Overlay - 2"
Wilden Ave	N 6th St	N 5th St	Mill and Overlay - 2"
Wilden Ave	Arehart St	N 6th St	Mill and Overlay - 2"
William Dr	Liberty Ct	Edward Dr	Mill and Overlay - 2"
William Dr	Liberty Ct	Colonial Manor Dr	Mill and Overlay - 2"
Reservoir Pl	Dead End	River Vista Dr	Overlay - 1.5"
16th St	Reynolds St	Douglas St	Reconstruction - Asphalt
16th St	Jackson St	Plymouth Ave	Reconstruction - Asphalt
16th St	Illinois St	Fairfield Ave	Reconstruction - Asphalt
16th St	Fairfield Ave	Jackson St	Reconstruction - Asphalt
16th St	College Ave	Illinois St	Reconstruction - Asphalt
16th St	Kentfield Way	Illinois St	Reconstruction - Asphalt
16th St	Egbert Ave	Reynolds St	Reconstruction - Asphalt
Douglas St	Reynolds St	16th St	Reconstruction - Asphalt
Douglas St	16th St	Lincolnway East	Reconstruction - Asphalt
Eishenhower Dr N	15th Ave	Industrial Park Dr	Reconstruction - Asphalt
Eishenhower Dr N	Carmen Ct	15th St	Reconstruction - Asphalt
Eishenhower Dr N	Dierdorff Rd	Carment Ct	Reconstruction - Asphalt
Eishenhower Dr S	Messick Dr	Industrial Park Dr	Reconstruction - Asphalt
Eishenhower Dr S	Dierdorff Rd	Messic Dr	Reconstruction - Asphalt
Reynolds St	Douglas St	16th St	Reconstruction - Asphalt
Reynolds St	16th St	Lincolnway East	Reconstruction - Asphalt

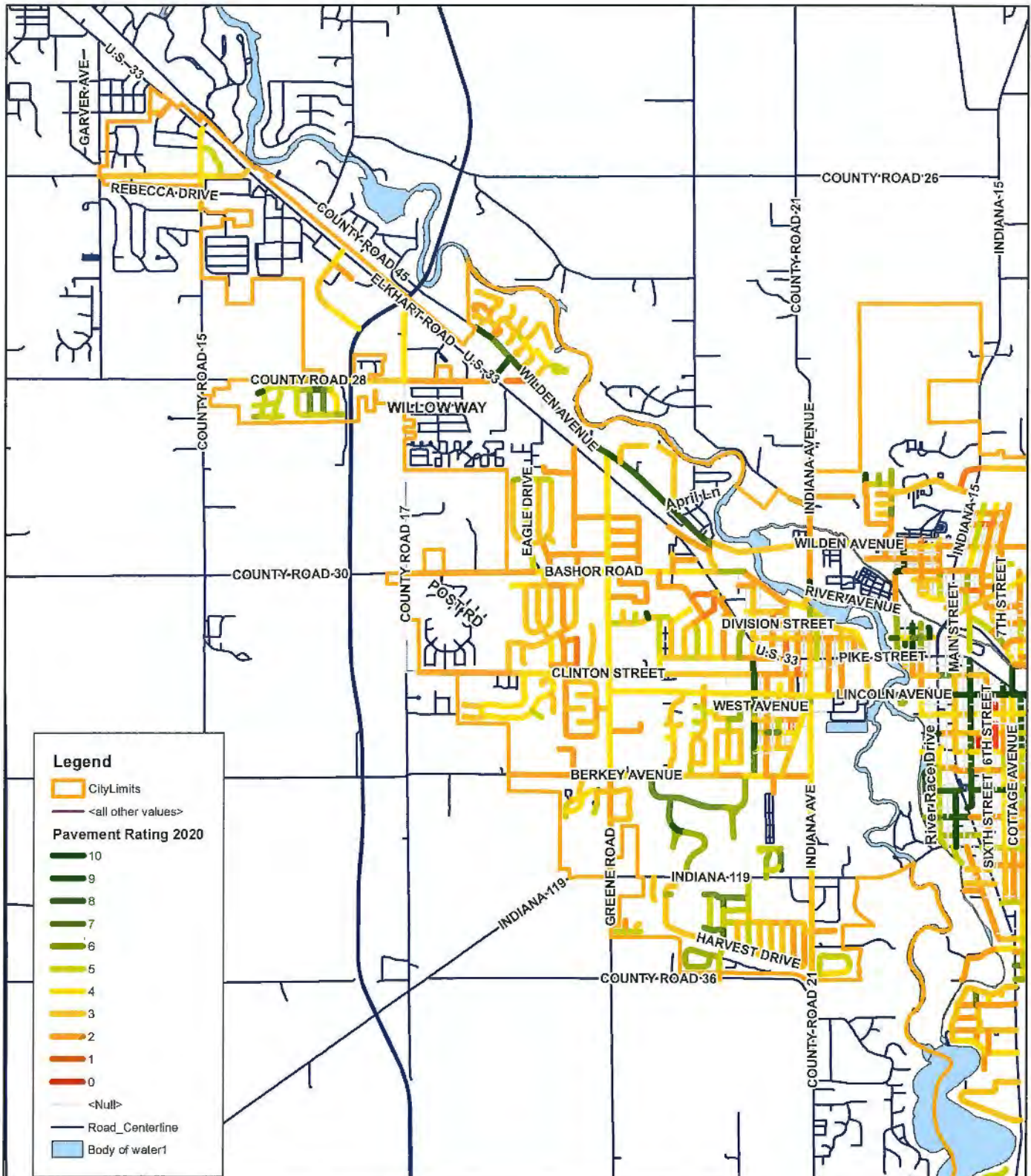
Recommendations and Conclusions

This report provides the City with valuable information to assist in determining the annual maintenance budget. The results of this plan provide the City with a summary of the potential costs and different life cycle options that can be used in creating a plan for road maintenance. However, if more manhours were available, much more could be done to better track the deterioration and current condition of the pavement and the associated costs of maintenance. With the improved data, analysis and optimization, there would be a potential for a significant increase in the amount of improvement realized per dollar spent.

While many of the City's streets are not in need of complete reconstruction, the overall network is currently deteriorating year over year. There are several options that are currently used and some that are being considered to help preserve and extend the life of City streets. It is important to utilize preventative maintenance treatments early on in the life cycle of pavement, while the pavement is in good condition in order to extend the life of the pavement. Biennial monitoring of all streets will need to be done to ensure that roadways are deteriorating at expected rates. This will help to find what maintenance methods help extend the lifecycle of the pavement most efficiently. Drainage conditions need to be looked at as well to determine if a drainage issue is causing the pavement failure. With overlays and reconstructions, the drainage catch basins may need to be adjusted to make sure that water is not trapped on the pavement. The following is a list of recommendations presented in this report:

- Adopt this plan as a framework for future maintenance and rehabilitation of the City of Goshen's Streets.
- The City should perform routine maintenance on streets with condition ratings of 7 and higher to extend the life of those streets.
- The City should also perform routine maintenance on streets with condition ratings of 5-6 but may also need to look at performing some structural repairs and patchwork or overlays.
- The City should perform patching or mill and overlays for ratings of 3-4.
- The City should perform full reconstruction on streets with a rating of 1-2.
- The City should consider investment in a comprehensive asset management program to better optimize each dollar spent.

Appendix



Legend

- City Limits
- <all other values>

Pavement Rating 2020

- 10
- 9
- 8
- 7
- 6
- 5
- 4
- 3
- 2
- 1
- 0
- <Null>
- Road_Centerline
- Body of water1

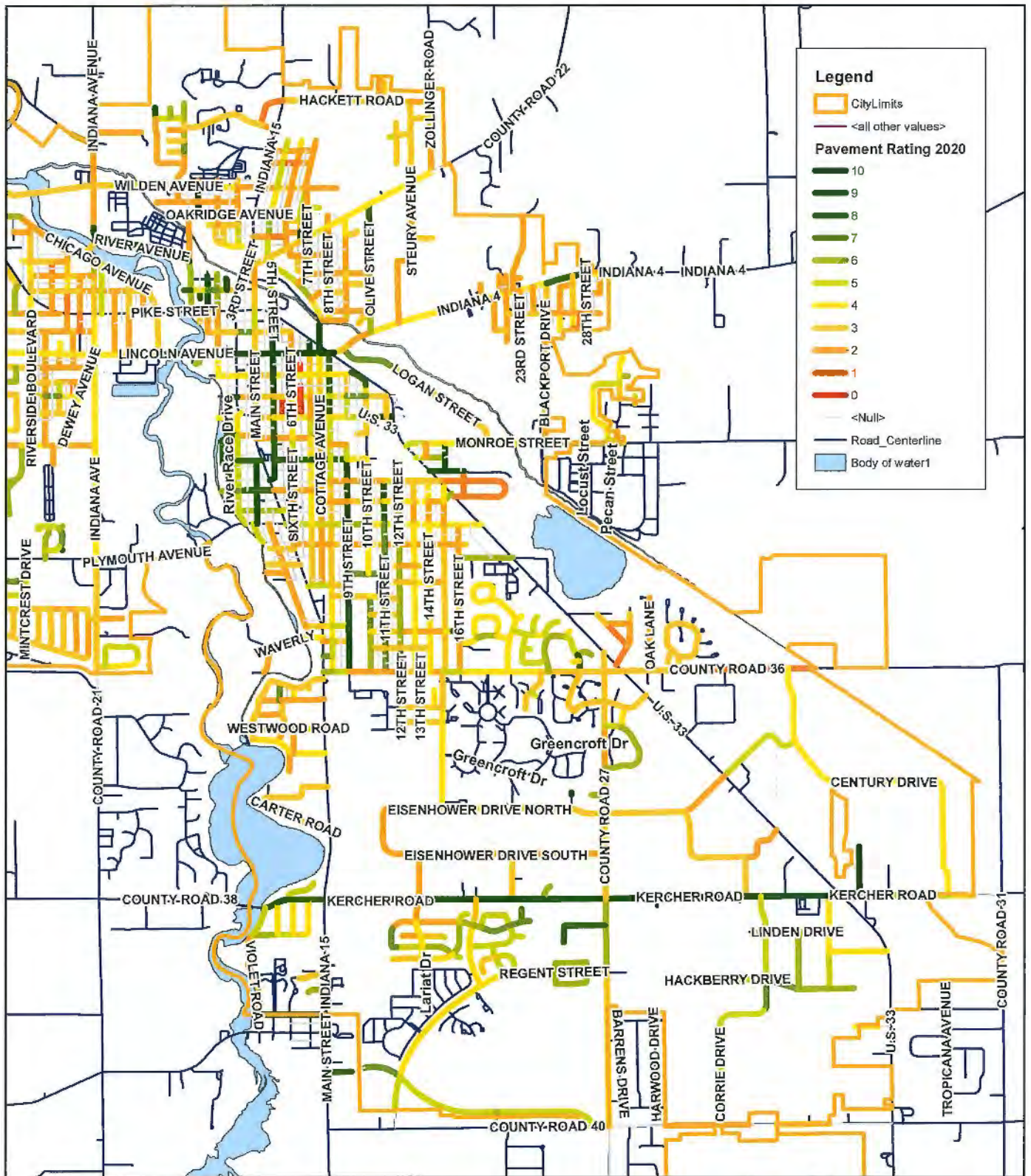
City of Goshen
2021 PASER Ratings
Northwest - Map 1 of 2



Feet
0 1,000 2,000 4,000

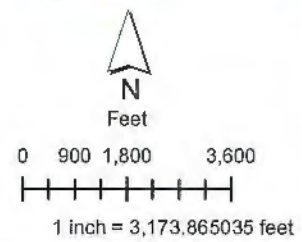
1 inch = 3,557.407407 feet

Date: 11/25/2020
Drawn by: JSC



City of Goshen
 2021 PASER Ratings
 Southeast - Map 2 of 2

Date: 11/25/2020
 Drawn by: JSC





**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 and Safety and Stormwater Board

FROM: Engineering Department

RE: **WILDEN AVENUE RECONSTRUCTION (JN: 2014-0035)**

DATE: November 24, 2021

The Wilden Avenue Reconstruction project is scheduled for letting in March of 2022 and Abonmarche is currently preparing to submit final tracings to INDOT this week. The tracings will require approval and signatures of the Board of Public Safety for final acceptance by INDOT.

Please approve the Wilden Avenue Reconstruction project for letting and sign the attached cover sheet for submittal to INDOT.



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **SURVEY RFQ
(JN: 2021-0027)**

DATE: November 29, 2021

On November 11, 2021, we received quotes for the topographical survey of 5 locations and 1 boundary survey. The locations are: Fire Training Facility, Hickory Street, 1012 Hickory Street, Alley 250, Clinton Street and Berkey Avenue. Following are the results:

	<u>Quotes</u>
A & Z Engineering -	\$39,442.00
Abonmarche -	\$31,500.00
Jones Petrie Rafinski -	\$28,000.00

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Jones Petrie Rafinski as the lowest responsive and responsible quoter.

Requested Motion: Approve Agreement with JPR for \$28,000.00

AGREEMENT

SURVEYING SERVICES FOR MULTIPLE SITES

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Jones Petrie Rafinski, Corp.** (“Contractor”), whose mailing address is 325 South Lafayette Blvd., South Bend, IN 46601, 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, tools, equipment, supervision, insurance and all other items necessary to survey multiple sites within the City of Goshen (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Fire Training facility boundary and topographic survey
- (B) Hickory Street topographic survey
- (C) 1012 Hickory Street topographic survey
- (D) Alley 250 (Theater Alley) topographic survey
- (E) Clinton Street Between Main Street and 5th Street topographic survey
- (F) Berkey Avenue between Dewey Avenue and Indiana Avenue topographic survey

Contractor shall provide City the services for the Surveying Services for Multiple Sites, which services are more particularly described in Contractor’s November 10, 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.
- (C) Contractor shall complete all Duties within five (5) weeks of the date of the notice to proceed.

Section 3. Compensation

(A) City agrees to compensate Contractor the sum of \$28,000.00 for performing all Duties.

(B) City agrees to compensate Contractor as follows for performing all Duties:

Fire Training facility boundary and topographic Survey.....	Lump Sum of \$5,000.00
Hickory Street topographic survey.....	Lump Sum of \$6,500.00
1012 Hickory Street topographic survey.....	Lump Sum of \$2,500.00
Alley 250 (theater alley) topographical survey... ..	Lump Sum of \$2,800.00
Clinton Street between Main Street and 5 th Street topographic survey...	Lump Sum of \$4,500.00
Berkey Avenue between Dewey Avenue and Indiana Avenue topographic survey	Lump Sum \$6,700.00

Section 4. Payment

(A) City shall pay Contractor for each phase of Duties satisfactorily completed under this agreement as Duties progress.

(B) 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

(C) 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.

(D) 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 services provided by Contractor pursuant to this agreement.

Section 7. Inspection

All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, free of defects, and subject to the City's inspection and testing. The City shall have the right to reject and return at Contractor's expense or to require at Contractor's expense, the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

Section 8. 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. 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.
- (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 9. 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 10. 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 11. 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 12. 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 13. 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 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 Engineering Department
204 East Jefferson St., Suite 1
Goshen, IN 46528

Contractor: Jones Petrie Rafinski
325 South Lafayette Blvd.
South Bend, IN 46601

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

Jones Petrie Rafinski

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____

*****REQUEST*****

DATE: Monday, November 29, 2021

TO: GOSHEN BOARD OF WORKS

**FROM: GOSHEN WATER & SEWER
KELLY SAENZ**

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$6,125.00**
Collection letters were sent out and payments of **\$2,481.89** had been collected.

The uncollected amount equals **\$3,643.11**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Tuesday, August 31, 2021**

WATER: \$2,139.84
SEWER: \$1,503.27

TOTALS 7-2021

REPORT TOTAL		\$6,125.00
BPS TOTAL	\$2,069.14	\$4,055.86
COUNTY TOTAL	\$1,465.72	\$2,590.14
W-WRITE OFF	\$70.70	\$2,519.44
S-WRITE OFF	\$37.55	\$2,481.89
PAYMENT TOTAL	\$2,481.89	\$0.00
AGREEMENT TOTAL		