



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

### **Regular Meeting Agenda**

**2:00 p.m. February 10, 2020**

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – None Presented

Changes to Agenda

#### **AWARDS**

- (1) Proclamation of Feb. 16-22, 2020 as “Tri Kappa Week” in Honor of the Philanthropic Sorority (Mayor Stutsman)

#### **AWARD BIDS**

- (1) Award Bids for Police Patrol SUV Vehicles (Windsor)

#### **NEW BUSINESS**

- (1) Agreement with Aidan Friesen for Tree Canopy Benefits Research (Windsor)
- (2) Agreement Amendment with Emergency Radio Service, Inc. for Maintenance Program for City’s Police and Fire Departments’ Radios (Windsor)
- (3) Request for Sewer Charge Adjustment at 414 North 9<sup>th</sup> Street for Briana Brown (Holdren)

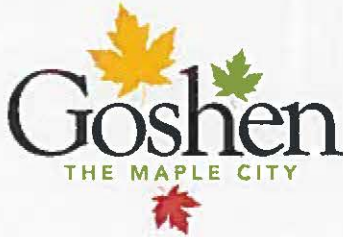


- (4) Acceptance of Plat for Bartow Minor Subdivision (Yoder)
- (5) Occupancy Permit Agreement with Maple City Commercial Leasing, Inc. and Star Fleet Trucking, Inc. at 3146 Linden Drive (Marks)
- (6) Occupancy Permit Agreement with Fadi Kupty and Tara Kathleen Kupty and Schrock Homes, Inc. at 831 Ridgeview Drive (Marks)
- (7) Federal Motor Carrier Safety Administration Drug and Alcohol Clearinghouse (Marks)

**PRIVILEGE OF THE FLOOR**

**APPROVAL OF CLAIMS**

*Adjournment*



**Jeremy P. Stutsman, Mayor**  
**CITY OF GOSHEN**

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

Phone (574) 533-9322 • Fax (574) 533-3074  
mayor@goshencity.com • www.goshenindiana.org

## *Proclamation*

WHEREAS, Kappa Kappa Kappa, Inc., commonly known as Tri Kappa, is a philanthropic sorority with over 8,000 members and was founded in 1901 to promote charity, culture, education, the spirit of volunteerism and kindness throughout the State; and

WHEREAS, Tri Kappa membership is located solely in the State of Indiana, giving over 300,000 hours annually to philanthropic endeavors and over \$1.5 million directly to charities, cultural establishments, and deserving college students in Indiana; and

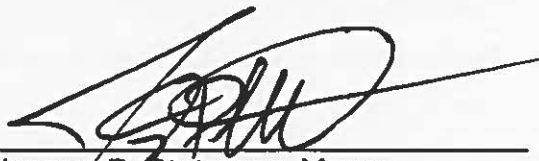
WHEREAS, Kappa Kappa Kappa, Inc. celebrates its membership and philanthropic work the third week of February each year.

NOW, THEREFORE, I, Jeremy P. Stutsman, Mayor of the City of Goshen, do hereby proclaim the week of February 16–22, 2020, as

### *Tri Kappa Week*

in the City of Goshen, in recognition of the contributions of the hard-working women who comprise this association and especially their local chapter, Alpha Eta, and invite all residents to duly note this occasion.



  
\_\_\_\_\_  
Jeremy P. Stutsman, Mayor  
February 10, 2020



**Keitha Windsor**  
**CITY OF GOSHEN Legal Department**  
204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3816 • Fax (574) 537-3817 • TDD (574) 534-3185  
www.goshenindiana.org

February 10, 2020

**To:** Board of Public Works and Safety  
**From:** Keitha Windsor  
**Subject:** Award of Purchase of 3 Police Patrol SUV

On February 3, 2020 the Board of Public Works and Safety opened quotes for the Purchase of 3 Police Patrol SUV Vehicles, Q20-01-001. The table below compares the quotes received.

Supplier	Item 1 2020 Police Hybrid SUV	Optional Item Trailer Tow Package
Sorg Dodge Inc. Goshen IN	\$83,826.00	\$727.00
Lochmandy Motors Elkhart IN	\$83,928.00	\$752.00
GAWI LLC d/b/a Warsaw Buick Warsaw IN	\$84,975.00	\$750.00
Tyler Automotive Niles MI	\$89,781.00	\$752.00

The purchase consists of 2 black and 1 gray new 2020 Dodge Durango and a trailer tow package provided and installed on 1 of the black vehicles, all for the total amount of \$84,553.00.

Suggested motion: Move to award the contract to Sorg Dodge, Inc. as the lowest responsible and responsive quoter and to enter into a contract with Sorg Dodge, Inc to provide 3 police patrol hybrid SUVs at a cost of \$84,553.00 to be delivered within 16 weeks.



## **CONTRACT**

### **PURCHASE OF 3 POLICE PATROL SUV VEHICLES**

#### **SOLICITATION NO. Q20-01-001**

THIS CONTRACT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and \_\_\_\_\_, hereinafter referred to as "Supplier."

WITNESSETH, that the City and the Supplier mutually agree as follows:

#### **SCOPE OF PURCHASE**

The Supplier shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to provide the "Purchase of 3 Police Patrol SUV Vehicles, Q20-01-001" project in accordance with and as described in further detail in this contract and in the Specification Documents the terms of which are incorporated by reference. The scope of purchase shall include two (2) black and one (1) gray new 2020 Dodge Durango and a trailer tow package provided and installed on one (1) of the black vehicles.

In the event of a conflict between a provision in the Specification Documents and the Supplier's quote, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision the Supplier's quote or in the Specification Documents, the provision in this contract shall control.

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Supplier's Itemized Quote;
2. Non Collusion Affidavit;
3. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
4. Notice to proceed

Supplier shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

#### **DELIVERY**

The goods, materials and/or equipment to be purchased for this project shall be delivered within sixteen (16) weeks from award of the contract by the City.

#### **COMPENSATION, BASIS AND METHOD OF PAYMENT**

The City agrees to compensate Supplier for the goods, materials and/or equipment purchased in this contract in accordance with the prices as set forth in Supplier's itemized quote for the amount of Eighty-four Thousand Five Hundred Fifty-three Dollars (\$84,553.00).

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Supplier for the purchase under this contract shall be made upon completion and acceptance of the delivery. The Supplier shall submit a detailed invoice based on established contract price to City of Goshen for

payment. Supplier is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check.

### **LIQUIDATED DAMAGES**

It is agreed by the parties that time is of essence. In the event delivery of the goods, materials and/or equipment is not made within the time set forth in this contract, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar day's delay in making delivery in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Supplier under this contract.

### **INDEPENDENT CONTRACTOR STATUS**

Supplier shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The 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 the Supplier or its agents, employees, or subcontractors of the Supplier.

### **NON-DISCRIMINATION**

The Supplier agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Supplier agrees the Supplier or any subcontractors, or any other person acting on behalf of the Supplier or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract 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 will be a material breach of the contract.

### **INDEMNIFICATION**

The Supplier agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

### **FORCE MAJEURE**

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 such as natural disaster or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

## **DEFAULT**

It shall be mutually agreed that if Supplier fails to provide the goods, materials and/or equipment or comply with the provisions of this Contract and the Specification Documents or fails to fulfill any warranty, and Supplier is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Supplier of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Supplier shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Supplier expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Supplier, Supplier is liable to reimburse the City for such costs.

If Supplier fails to provide the goods, supplies, materials and/or equipment or comply with the provisions of this Contract, then Supplier may be considered in default.

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

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Supplier 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 Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the goods, supplies, materials and/or equipment under the contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of the City.

## **TERMINATION**

The parties may terminate this contract under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Supplier shall be paid for all goods, materials and/or equipment provided and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier 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 goods, supplies, materials and/or equipment in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.
- (3) 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 contract.

**SUBCONTRACTING OR ASSIGNMENT OF CONTRACT**

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

**AMENDMENTS**

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties and approved by Board of Public Works and Safety. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

**WAIVER OF RIGHTS**

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

**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 contract. 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 Supplier:

Sorg Dodge, Inc.  
Attention: Bart Templeton  
1811 Elkhart Road  
Goshen IN 46526

**APPLICABLE LAWS**

The Supplier 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.

**MISCELLANEOUS**

Any provision of this contract 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 contract.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract 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 contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

**CONTRACTING WITH RELATIVES**

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract.

**SEVERABILITY**

In the event that any provision of the contract 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 contract shall not affect the validity or enforceability of any other provision of the contract.

**AUTHORITY TO BIND SUPPLIER**

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

In witness whereof, the parties have executed this Agreement as set forth below.

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

**Sorg Dodge, Inc.**

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

\_\_\_\_\_  
Bart Templeton, Commercial Sales Mgr.

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

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

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

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



**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**  
308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185  
kentholdren@goshencity.com • www.goshenindiana.org

2/10/2020

**Request for Sewer Relief for 414 N 9<sup>th</sup> Street**

To the Board of Works and Public Safety;

Supervisors for the Goshen Water Department were sent to **414 N 9<sup>th</sup> Street** and reported that they witnesses a leak in the crawl space and was able to shut it off at the hand valve. They stated that the water exited the building onto the lawn and did not enter the Sewer.

It is the Goshen Utilities recommendation **that relief to the November and October sewer bills be granted as per the Utility Billing Department calculations provided** below.

Please note that although the previous months also had leaking pipes, they were under the Summer Sewer Rates, so they would not qualify for sewer relief.

CUSTOMER BILLED IN SEWER IN NOVEMBER	\$864.63
SUMMER SEWER AMT	\$43.96
CREDIT	\$820.67

CUSTOMER BILLED IN SEWER IN DECEMBER	\$839.76
SUMMER SEWER AMT	\$43.96
CREDIT	\$795.80

TOTAL CREDIT SHOULD BE	\$1,616.47
------------------------	------------

Regards,

Kent Holdren  
Superintendent  
Goshen Water Department

When my family moved into Ron Davidhizer's Property in May the water company told us we had multiple leaks in the crawl space under the house. Ron sent one of his maintenance men to fix the pipes and the work was completed days later. In October we had an issue with our pipes being backed up. There was sewage overflowing out of our toilet. The bathtub was filled with sewage, as were our sinks. Ron finally sent someone out 4 days later. When they were working on our pipes they said we had another leak. We shut the main valve off and two days later the pipes were fixed again. We had no idea our pipes were leaking because we had no access to the crawl space. It is boarded up with plywood.

Briana Brown,  
414 N. 9th Street.

RECEIVED  
JAN 1 2020

BY: \_\_\_\_\_



## Holdren, Kent

---

**From:** Eldridge, Michelle  
**Sent:** Thursday, January 9, 2020 12:48 PM  
**To:** Holdren, Kent  
**Subject:** 414 N 9TH ST - SEWER RELIEF

Please see the sewer relief amounts for the above property:

CUSTOMER BILLED IN SEWER IN NOVEMBER \$864.63  
SUMMER SEWER AMT \$43.96  
CREDIT \$ 820.67

CUSTOMER BILLED IN SEWER IN DECEMBER \$839.76  
SUMMER SEWER AMT \$43.96  
CREDIT \$795.80

TOTAL CREDIT SHOULD BE \$1616.47

Regards,

*Michelle Eldridge*  
**Office Supervisor**  
**Goshen Water & Sewer**  
**574-533-8352**  
[michelleeldridge@goshencity.com](mailto:michelleeldridge@goshencity.com)



Water & Sewer Utilities Business Office  
CITY OF GOSHEN

203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961

watersewer@goshencity.com • www.goshenindiana.org

## Request for Sewer Charge Adjustment

All fields must be filled out to process this request

Account#: 403-0260-14

Account Holder Name: Joshua Schullark

Service Address: 414 N 9th St

Contact Phone: 320-0414 - Briana.

Date of Leak: Leaking since May 2019.

Cause of Leak: leak in crawlspace.

Has Leak Been Repaired: yes.

Has Leak Been Verified: yes- Nick Math

Total Amount of Credit: \$1,616.47  
(SS \$43.96)

113-  
called  
114-

## Saenz, Kelly

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**From:** Hornish, Nick  
**Sent:** Wednesday, January 8, 2020 11:07 AM  
**To:** Hutsell, John; Holdren, Kent; Beard, Matt; Saenz, Kelly; Eldridge, Michelle  
**Subject:** 414 n. 9th st. Sewer relief

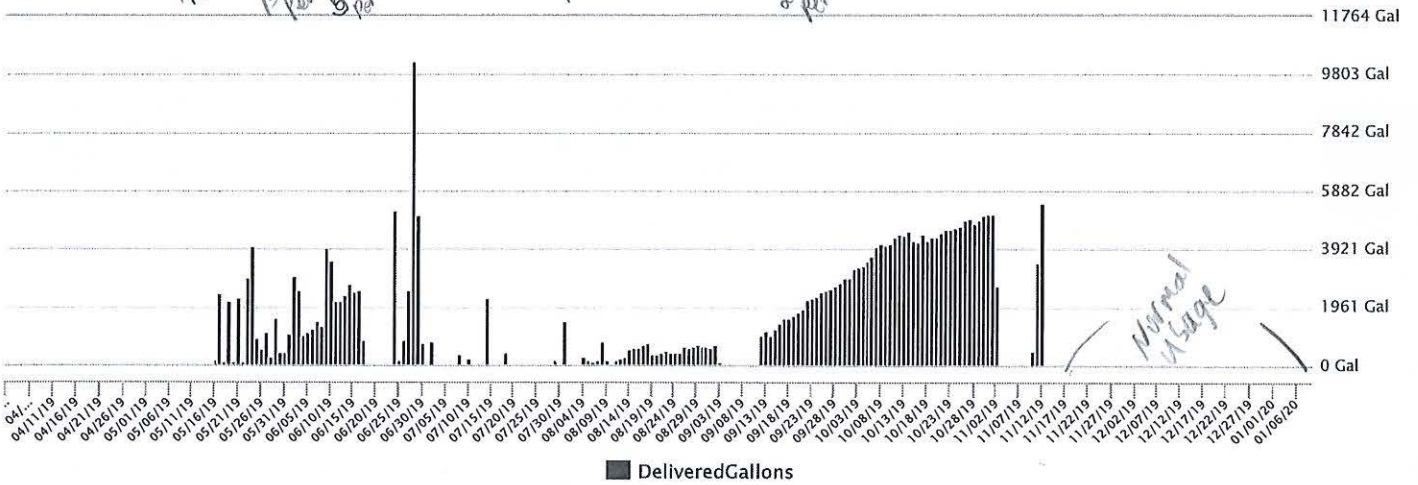
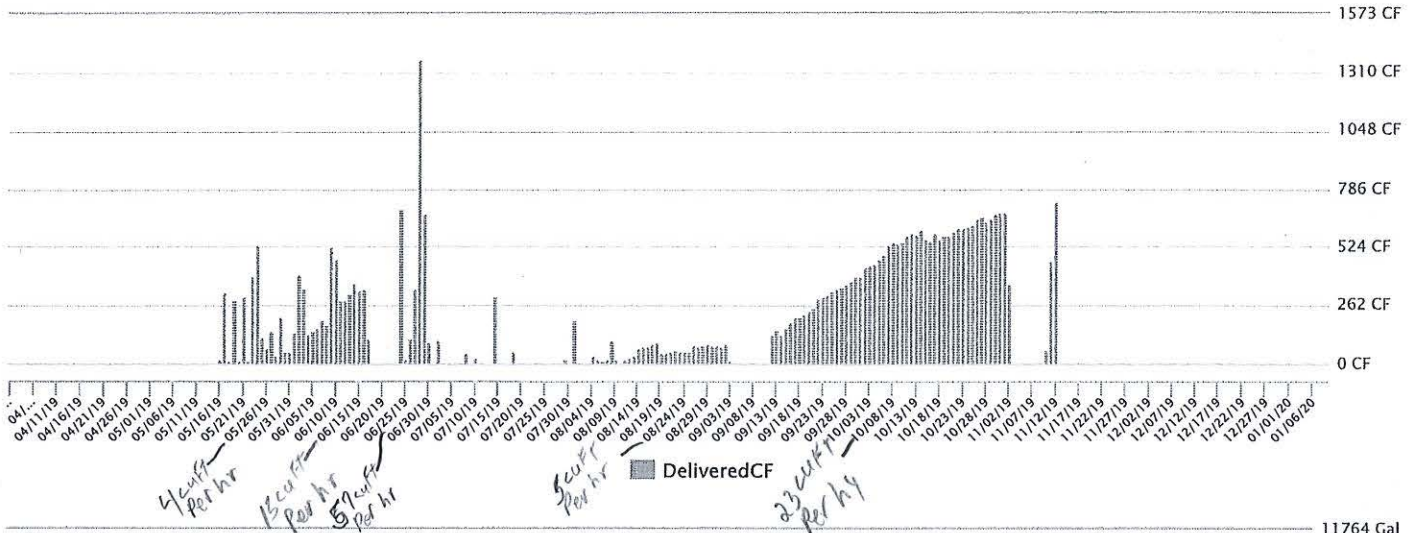
Matt Beard and I were out there when the leak was present. I know it was a few month ago. We were able to shut it off in the inside at the meter. And they were to notify the landlord to get it fixed. I saw the leak in the crawl space myself and it did not go into the sewer. They should qualify for the relief.

Nick

Sent from my iPhone

# 04/01/2019 - 01/09/2020

**Device Number:** 83695872IP  
**Account Number:** 403-0260-14  
**Radio Number:** 16155272  
**Customer Name:** JOSHUA SCHULLARK  
**Processed Date/Time:** Jan 9, 2020 3:56:22 AM  
**Uploaded Date/Time:** Jan 8, 2020 9:01:42 PM  
**Location:** 414 N 9th St Goshen City IN 46528



Account Management - (Edit)

File Edit Options Functions Consoles Help

Account Number: 403-0260-14      Address: 414 N 9TH ST

Zone: 04      Name: SCHULLARK, JOSHUA

Code: CALL      Text: LFT MESS - LEAK 10-03-2019

Description: CALLED CUSTOMER

Code	Description	Data	Addr/Occup
CALL	CALLED CUSTOMER	SPK TO - LEAK 11-14-19	🏠
CALL	CALLED CUSTOMER	LFT MESS - LEAK 06-17-2019	🏠
CALL	CALLED CUSTOMER	LFT MESS - LEAK 01-07-2019	🏠
CALL	CALLED CUSTOMER	LFT MESS - LEAK 8-26-2019	🏠
CALL	CALLED CUSTOMER	LFT MESS - LEAK 10-03-2019	🏠
USA	USA METERS	10/25/2018	🏠

Edit This Record      OK      Cancel

Edit      kellysaenz

previous tenant

leak in crawl space  
locked door -

Briana  
320-0414

backed up sewer - 10/19

payment made tomorrow



Service

Order #	96553	Complete	Void
Address	403-0260	414 N 9TH ST	

Job

Code	HDH - HANG DOOR HANGER	Action	Miscellaneous	
Date	8/02/2019	08:00 AM	Status	Completed

General Metered Non-Metered Notes Charges Costs Footprint

Order

LEAVE CARD TO CALL OFFICE - LEAK

Completion

CARD LEFT

Exit

View

kellysaenz



Account Management - (Edit)

File Edit Options Functions Consoles Help

Account Number: 403-0260-14      Address: 414 N 9TH ST

Zone: 04 \* Notes \*\*\*      Name: SCHULLARK, JOSHUA

General | Metered | Non-Metered | Financial | Information | Comments | History | Consumption History | Service Orders | Devices

Revenue Code	Current	Fast Due	Discount	Total
100-W-USE	292.65	431.13	0.00	723.78
110-W-BC	7.86	15.96	0.00	23.82
130-W-FFP	4.90	9.95	0.00	14.85
140-W-PRO	0.40	0.81	0.00	1.21
210-S-USE	839.76	913.38	0.00	1,753.14
220-S-USE	9.86	20.03	0.00	29.89
230-S-PRO	0.30	0.61	0.00	0.91
802-WUCTX	21.04	31.30	0.00	52.34
901-WPEN	0.00	33.58	0.00	33.58
902-SPEN	0.00	87.48	0.00	87.48
910-RCHG	30.00	0.00	0.00	30.00
<b>Total</b>	<b>1,206.77</b>	<b>1,544.23</b>	<b>0.00</b>	<b>2,751.00</b>

Aging Detail

12/09/2019	1,206.77
+1 Months	1,331.63
+2 Months	212.60
+3 Months	0.00
+4 Months	0.00
Balance	2,751.00

Pending Activity: 0.00  
Actual Balance: 2,751.00

Edit This Record      OK      Cancel

Edit      kellysaenz

*gives access*

*BW - relief*

*12 month*

*leak-*

*12 month-*

*\$ -*

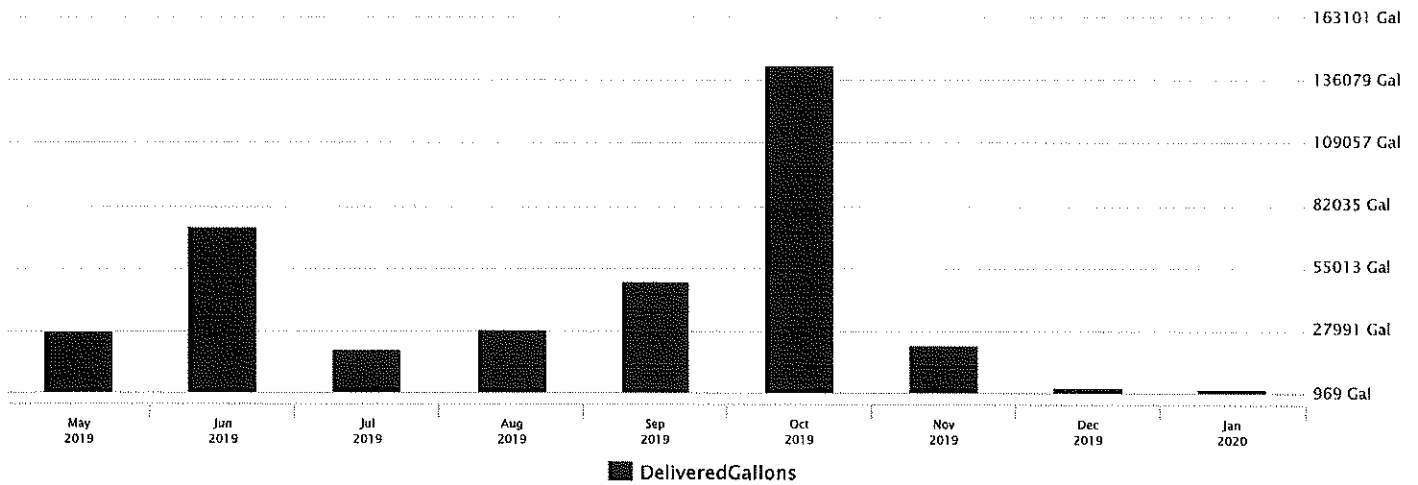
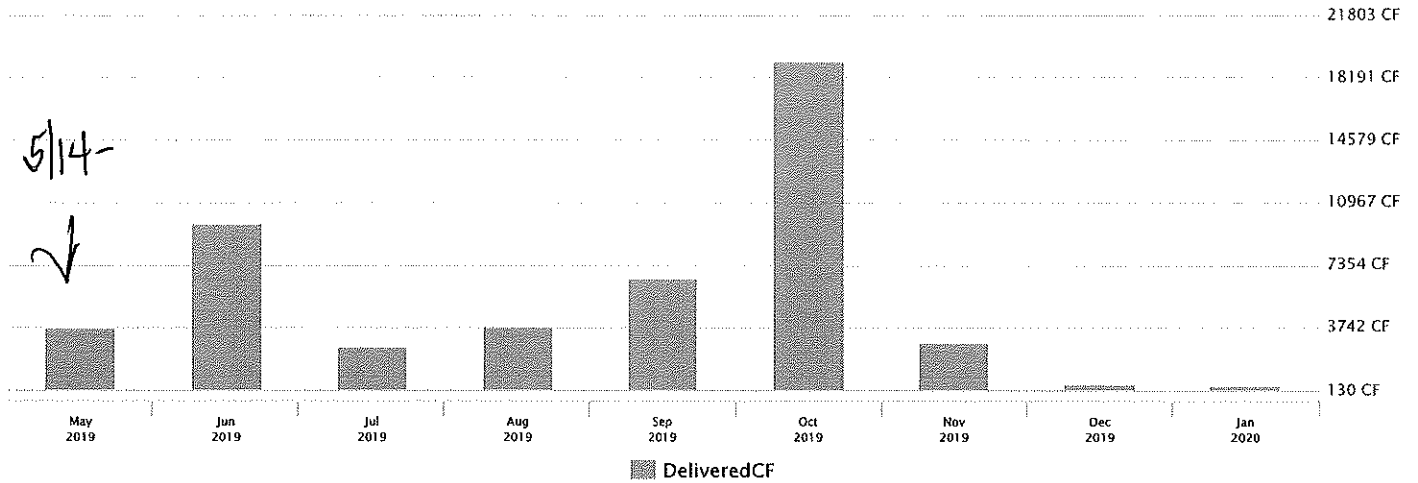
*210-*

*242.60-cash*



# 05/01/2019 - 01/07/2020

**Device Number:** 83695872IP  
**Account Number:** 403-0260-14  
**Radio Number:** 16155272  
**Customer Name:** JOSHUA SCHULLARK  
**Processed Date/Time:** Jan 7, 2020 4:00:32 AM  
**Uploaded Date/Time:** Jan 6, 2020 9:01:45 PM  
**Location:** 414 N 9th St Goshen City IN 46528



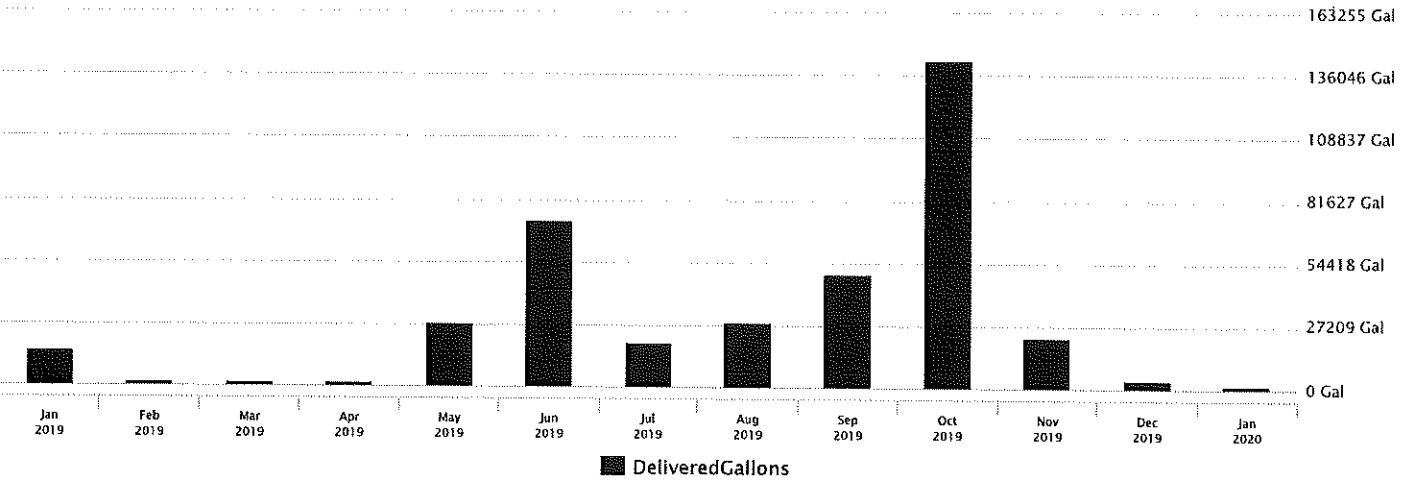
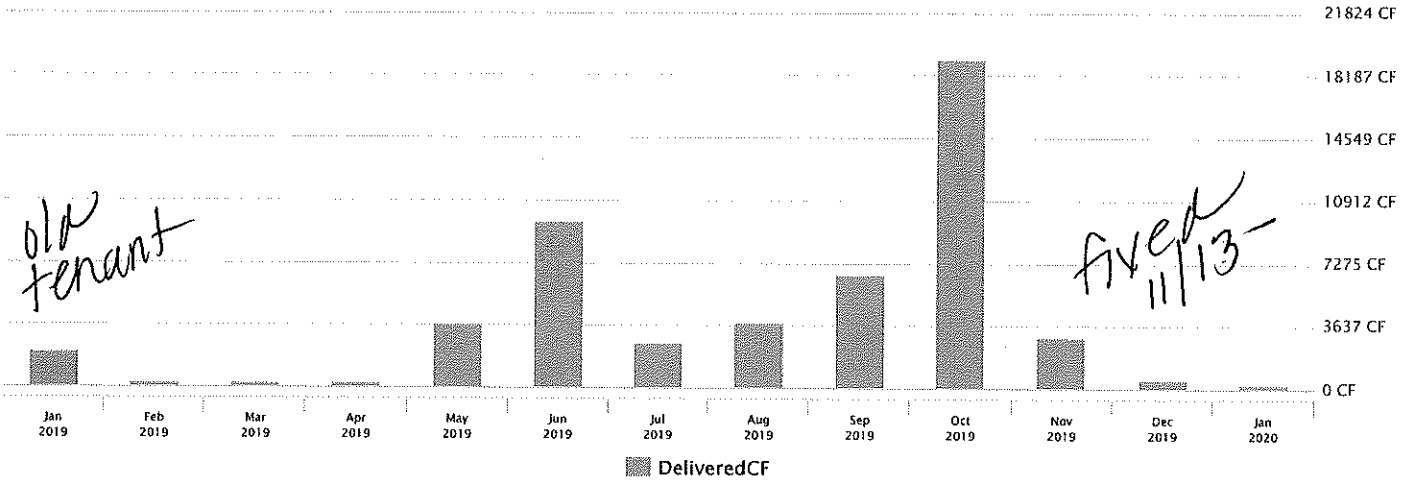
Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
01/07/2020	019186	Cutoff		Disconnect Fee	30.00		2,751.00
01/07/2020	019106	Memo		Cutoff Posting			2,721.00
12/09/2019	019113	Bill		10/10-11/14 01/06	1,176.77		2,721.00
12/04/2019	019106	Late Charge			121.06		1,544.23
12/02/2019	019098	Payment	1306697	NH		min 156.53	1,423.17
12/02/2019	000000	Memo	1306697	Ex CUT-PMT 156.53CR			1,579.70
11/08/2019	019030	Bill		9/05-10/10 12/02	1,210.57		1,579.70
11/06/2019	019021	Late Charge			19.34		369.13
11/04/2019	019011	Payment	1298211	RG ONLINE		min. 233.00	349.79
11/04/2019	000000	Memo	1298211	Ex CUT-PMT 233.00CR			582.79
10/14/2019	018944	Bill		8/01- 9/05 11/04	193.26		582.79
10/09/2019	018936	Late Charge			14.24	.	389.53
10/08/2019	018924	Payment	1292479	RG ONLINE		min. 292.00	375.29
10/08/2019	000000	Memo	1292479	Ex CUT-PMT 292.00CR			667.29
09/09/2019	018830	Bill		7/01- 8/01 10/07	142.32		667.29
09/05/2019	018824	Late Charge			21.24		524.97
09/04/2019	018715	Memo		Excluded Cutoff			503.73
08/12/2019	018728	Bill		5/27- 7/01 09/02	212.25		503.73
08/08/2019	018715	Late Charge			26.51		291.48
07/08/2019	018612	Bill		5/14- 5/27 1ST BILL	264.97		264.97

6 bills      3 payments

# 01/01/2019 - 01/07/2020

**Device Number:** 836958721P  
**Account Number:** 403-0260-14  
**Radio Number:** 16155272  
**Customer Name:** JOSHUA SCHULLARK  
**Processed Date/Time:** Jan 7, 2020 4:00:32 AM  
**Uploaded Date/Time:** Jan 6, 2020 9:01:45 PM  
**Location:** 414 N 9th St Goshen City IN 46528

*next bill 427 CF*



## **RESOLUTION 2019-21**

### **Sewer Charge Adjustments**

Whereas, the majority of City Utility sewer customers are billed for sewer services based on water consumption as measured by the customer's water meter.

Whereas, a utility customer may occasionally have damage to a water line or have running water which does not result in the water entering the City's sewer system.

Whereas, the City has had a practice that if the Utility can verify an event which resulted in water consumption, but did not result in the water entering the City's sewer system, the City credits the customer's sewer bill after a hearing before the Goshen Board of Public Works and Safety.

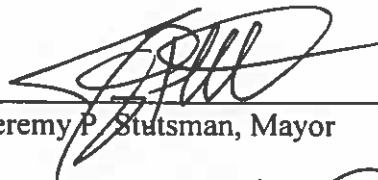
Whereas, the City wishes to establish a policy that the sewer credit can be granted to the utility customer without requiring a hearing before the Board of Public Works and Safety.

It is now resolved by the Goshen Board of Public Works and Safety that Goshen Utilities will permit the Goshen Sewer Utility to credit a customer's sewer account if all of the following circumstances are met unless the Utility through the Director of Public Works or the customer requests a hearing before the Goshen Board of Public Works and Safety:

- 1) The customer informs the Goshen Utilities of the event that led to water usage that did not enter into the City's sewer system as soon as reasonable after the customer becomes aware of the event.
- 2) The Utility is able to confirm that the water did not enter the City's sewer system.
- 3) The credit the customer requests is not more than Five Hundred Dollars (\$500.00).
- 4) The event for which the residential customer requests a sewer credit did not occur between April 15<sup>th</sup> and October 1<sup>st</sup>. (These are the usage dates for summer sewer. The utility bills which include those usage dates are issued in June through October.)

It is further resolved that a customer will also receive credit for any late fee imposed as a result of the event leading to the credit if the customer has not had a late fee in the previous twelve (12) months.

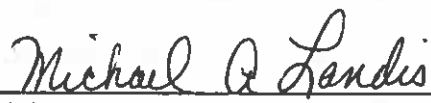
PASSED and ADOPTED by the Goshen Board of Public Works and Safety on  
August 12, 2019.



Jeremy P. Statsman, Mayor



Mitch Day, Board Member



Michael A. Landis, Board 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

February 10, 2020

**To:** Board of Public Works and Safety  
**From:** Keitha Windsor  
**Subject:** Agreement with Aidan Friesen

The City recognizes that climate change poses distinct challenges to the urban forest in terms of preferred habitat shifts for many tree species, resulting in potential long-term degradation of the urban forest and the many economic benefits it provides. Some trees which are currently in Goshen may become decreasingly viable during the 21st century. In order to provide a healthy and robust urban forest for the next several generations, the City needs to begin researching which species are most vulnerable, and which species from other regional climate zones may be most adaptable.

The City wishes to contract with Mr. Friesen to analyze the City's current tree inventory, to discover vulnerabilities, and to project tree species which may be valuable to Goshen in the future for an amount not to exceed \$9,200.00 with services to be completed by May 29, 2020.

**Suggested motion: Move to enter into an agreement with Aidan Friesen to provide canopy benefits research at a cost not to exceed \$9,200.00 with services to be completed by May 29, 2020.**

# AGREEMENT

## Canopy Benefits Research

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, between Aidan Friesen and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City recognizes that climate change poses distinct challenges to the urban forest in terms of preferred habitat shifts for many tree species, resulting in potential long-term degradation of the urban forest and the many economic benefits it provides. Some trees which are currently in Goshen may become decreasingly viable during the 21st century. In order to provide a healthy and robust urban forest for the next several generations, the City needs to begin researching which species are most vulnerable, and which species from other regional climate zones may be most adaptable.

WHEREAS, the City desires to contract with Mr. Friesen, and Mr. Friesen agrees to analyze the City’s current tree inventory, to discover vulnerabilities, and to project tree species which may be valuable to Goshen in the future.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

### SCOPE OF SERVICES

Mr. Friesen’s services under this Agreement will adapt research which he initiated last year, that focused on the College Farm neighborhood, to look at the entire public tree inventory of the City. The research shall use US Forest Service data from the Climate Atlas to analyze our current inventory, to discover vulnerabilities, and to project tree species which may be valuable to Goshen in the future.

Mr. Friesen’s scope of services shall include:

#### Part 1: Calculate projected benefit of trees in Goshen’s Public Tree Inventory.

- Input Goshen Public Tree Inventory into excel file classified by dbh (diameter at breast height) and number of stems.
- Determine which trees are on the USDA US Forest Service Climate Change Database as well as the Goshen Public Tree Inventory database.
- Determine current importance values for tree species by running research-developed equations.
- Determine projected importance values for trees with climate change database.
- Run formula to determine projected economic benefits of the trees in Goshen in 2100.

Deliverable: Provide City a report with methodology, description of data, interpretation of data, conclusions of research, including demonstration (graphs, tables, etc) of data.

#### Part 2: Determine tree species that will be economically beneficial for Goshen to begin planting.

- Use information from Part 1 to determine which trees currently in Goshen are projected to be economically beneficial in 2100.
- Jan. 27 – Feb 7: Use Climate Change Atlas maps to determine which tree species are projected to have favorable habitat in northern Indiana.
- Feb. 10-Feb 21: Determine which species of trees are growing in Goshen, and apply Part 1 to determine economic benefits in the future.



- Feb 24 – Mar 6: Determine which favorable species of trees are not currently present in Goshen/northern Indiana; identify municipalities where those favorable tree species are currently growing, and which have a current importance value similar to the research-projected, future importance value of those tree species in Goshen. Obtain access to tree inventory database from such municipalities.
- Mar 9 – Mar 20: If inventory access is given, use data to project future benefits for these favorable trees (as in Part 1) on the three (3) scales identified below and project benefits for both a high and low climate change scenario.
  1. On saplings or smaller trees.
  2. Medium sized trees.
  3. Mature trees.

If no inventory access is granted, explore feasibility of a sample/experiment area on Goshen’s Public Tree Inventory to calculate current economics of having those trees here to then calculate projected value. This shall be done on the three (3) scales identified above.

- Mar 23 – Apr 3: Help determine what locations in Goshen are good places for specific types of trees to be planted by using the trees that were identified above as being beneficial in the future.
- Apr 6 – Apr 17: Research on favorable trees to understand which soils, environments and conditions they prefer.
- Apr 20 – May 1: Use the US soil database to determine where in Goshen the trees identified as favorable trees would be best planted.

Deliverable May 4 – May 15: Provide City a report with methodology, description of data, interpretation of data, conclusions of research, demonstration (graphs, tables, etc.) of data, and a table of all the contact information used in this research.

**TERM OF THE AGREEMENT**

This Agreement shall become effective on the date of execution and approval by both parties. Mr. Friesen acknowledges that time is of the essence and that the timely performance of the services is an important element of this Agreement. Mr. Friesen shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Mr. Friesen’s services shall be completed by May 15, 2020. If, due to mutually agreed to unforeseen variables which may lengthen the work period, completion date shall be extended to May 29, 2020.

**COMPENSATION**

The City agrees to compensate Mr. Friesen for the services in this agreement in accordance with the fee schedule as set forth in the table below for the amount not to exceed Nine Thousand Two Hundred Dollars (\$9,200.00).

Part 1		\$3,000.00
Part 2	(\$310/week up to)	<u>\$6,200.00</u>
		\$9,200.00

Payment(s) to Mr. Friesen for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Mr. Friesen for services completed provided satisfactory performance of Mr. Friesen has been attained. The detailed invoice shall include the total contract amount, payments to date, and remaining contract balance. Mr. Friesen is required to

have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Mr. Friesen. Payment is deemed to be made on the date of mailing the check.

### **INDEPENDENT CONTRACTOR**

Mr. Friesen shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Mr. Friesen.

### **NON-DISCRIMINATION**

Mr. Friesen agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Mr. Friesen agrees that Mr. Friesen or any subcontractors, or any other person acting on behalf of Mr. Friesen or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said 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.

### **INDEMNIFICATION**

Mr. Friesen 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 or injuries arising out of any intentional, reckless or negligent act or omission by Mr. Friesen or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

### **FORCE MAJEURE**

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.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

### **BREACH**

It shall be mutually agreed that if Mr. Friesen fails to provide the services or comply with the provisions of this Agreement and Mr. Friesen is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Mr. Friesen of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Mr. Friesen shall be responsible for any and all costs that are incurred and such costs may be

deducted from amounts owed to Mr. Friesen expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Mr. Friesen, Mr. Friesen is liable to reimburse the City for such costs.

If Mr. Friesen fails to perform the work or comply with the provisions of this Agreement, then Mr. Friesen may be considered in default.

Mr. Friesen may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Mr. Friesen of any obligation or duty owed under the provisions of this Agreement.
- (2) Mr. Friesen is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Mr. Friesen becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Mr. Friesen 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 Mr. Friesen or any of Mr. Friesen's property.
- (6) Mr. Friesen is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Mr. Friesen unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Mr. Friesen without the consent of the City.

## **TERMINATION**

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Mr. Friesen shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Mr. Friesen. In such event, the City may issue a written notice of default and provide a period of time in which Mr. Friesen 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 work in any manner deemed proper by the City, and Mr. Friesen shall be liable to the City for any excess costs incurred.
- (3) 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 contract.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Mr. Friesen under this Agreement.

## **OWNERSHIP OF DOCUMENTS**

The City acknowledges Mr. Friesen's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to Mr. Friesen.

## **ASSIGNMENT**

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

## **MODIFICATIONS**

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of services, completion of services and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. 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.

## **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 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 Mr. Friesen:

Mr. Aidan Friesen  
125 E. Lincoln Ave.  
Goshen IN 46528

## **APPLICABLE LAWS**

Mr. Friesen agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

## **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 requirements 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 non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

## **CONTRACTING WITH RELATIVES**

Pursuant to IC 36-1-21, if Mr. Friesen is wholly or partially owned by a relative of an elected official of the City of Goshen Mr. Friesen certifies that Mr. Friesen has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into

this contract that an elected official of the City of Goshen is a relative of an owner of Mr. Friesen.

**SEVERABILITY**

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.

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

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

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

**Aidan Friesen**

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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



**Legal Department  
CITY OF GOSHEN**

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

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

February 10, 2020

**To:** Board of Public Works and Safety  
**From:** Keitha Windsor  
**Subject:** Agreement Amendment with Emergency Radio Service, Inc.

The City entered into a 3 year with Agreement with Emergency Radio Service, Inc. on February 21, 2017 to provide a maintenance program for the City's Police and Fire Departments' radios consisting of annual frequency alignments and mechanical checks for approximately 270 radios:

Goshen Police Department

- 134 mobile and portable radios

Goshen Fire Department

- 24 mobile radios,
- 90 portable radios
- 4 base radios
- 18 tornado siren mobile radios

The initial term of the Agreement was for 3 years with an option to renew for an additional 3 year term under the same terms and conditions.

The City wishes to renew the Agreement with Emergency Radio Service, Inc. Compensation is based on a cost of \$1.50 per month per radio and \$4.16 per month per tornado sirens with a 5% discount for annual payments of \$5,162.83.

**Suggested motion: Move to enter into an Agreement Amendment for 3 years with Emergency Radio Service, Inc. to provide a maintenance program for the City's Police and Fire Departments' radios with annual payments of \$5,162.83**

**AGREEMENT AMENDMENT**  
**Service Maintenance Program**  
**for Goshen Police and Fire Departments' Mobile & Portable Radios**

THIS AGREEMENT AMENDMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, between Emergency Radio Service, Inc., hereinafter referred to as "ERS", 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 ERS dated February 21, 2017 for ERS to provide a service maintenance program for three (3) years for Goshen Police and Fire Departments' mobile and portable radios for a cost of Five Thousand One Hundred Sixty-two Dollars and Eighty-three Cents (\$5,162.83) per annum.

WHEREAS, the initial term of the Agreement was for three (3) years with the option for renewal for an additional three (3) year term under the same terms and conditions

WHEREAS, the City desires to renew the Agreement with ERS and ERS agrees to renew the Agreement for an addition three (3) year term for ERS to provide a service maintenance program on Goshen Police and Fire Departments' mobile and portable radios.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement Amendment and the covenants contained in the February 21, 2017 Agreement for a service maintenance program on Goshen Police and Fire Departments' mobile and portable radios, the parties agree as follows:

**TERM**

The term of the Agreement Amendment shall be for three (3) years from March 1, 2020.

All other terms and conditions of the February 21, 2017 Agreement shall remain the same.

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

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

**Emergency Radio Service, Inc.**

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

\_\_\_\_\_  
Amy K. Smith, Manager

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

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

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

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





Rhonda L. Yoder, AICP  
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN  
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185  
rhodayoder@goshencity.com • www.goshenindiana.org

#### MEMORANDUM

To: Board of Public Works & Safety  
From: Rhonda L. Yoder, Planning & Zoning Administrator  
Date: February 10, 2020  
RE: Acceptance of Plat for Bartow Minor Subdivision

The Plan Commission at their meeting of January 21, 2020, granted primary approval for a three-lot minor industrial subdivision, Bartow Minor. The subject property is generally located at the southeast corner of E Lincoln Avenue and Logan Street, with common addresses of 524 & 528 E Lincoln Avenue and 605 Logan Street, and is zoned Industrial M-1 District.

The subject property is partially developed, containing two existing buildings on the west and south, and an area on the east (fronting on Logan Street) that is used for parking/storage of large vehicles.

The property is being subdivided following a deed transfer that split an existing tax parcel in 2014. Additional parcels have been included with the original parcel to create three new lots.

The subdivision meets Zoning and Subdivision Ordinance requirements.

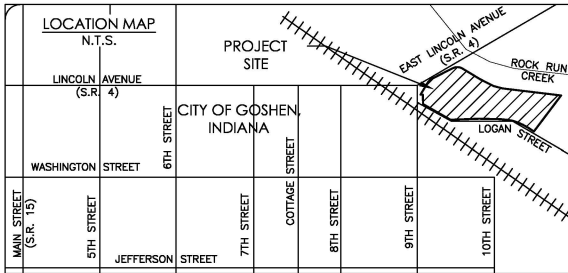
Because this is an existing developed area, in lieu of an overall subdivision drainage plan all future development for Lots 1, 2 and 3, including buildings and/or parking/storage areas, will require a site drainage plan, reviewed and approved by Goshen Engineering, before site work proceeds or before permits are issued.

There are no infrastructure improvements associated with the subdivision, so a performance bond is not required.

The plat does not include dedication of right of way but includes an established ingress-egress easement.

Please accept the plat and sign the plat.

**Suggested Motion: Move to accept the plat of Bartow Minor Subdivision.**



# BARTOW MINOR SUBDIVISION

A PART OF LOT NUMBER THREE HUNDRED TWENTY-THREE (323), LOT NUMBER THREE HUNDRED THIRTY (330), LOT NUMBER THREE HUNDRED THIRTY-ONE (331), LOT NUMBER THREE HUNDRED THIRTY-TWO (332) AND A PART OF THE VACATED TENTH STREET RIGHT OF WAY AND A 16.50 FOOT WIDE ALLEY AS THE SAID LOTS, STREET AND ALLEY ARE KNOWN AND DESIGNATED ON THE PLAT OF MERCER'S ADDITION TO THE TOWN, NOW CITY, OF GOSHEN, INDIANA, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD VOLUME 16, PAGE 216 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY INDIANA

## CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT AS SUCH OWNERS WE HAVE CAUSED THE ABOVE DESCRIBED TO BE SURVEYED AS SHOWN ON THE HEREON DRAWN PLAT AS OUR FREE AND VOLUNTARY ACT AND DEED.

IDEAL LAWNMOWER PROPERTIES, LLC	TDS PROPERTIES, INC.
_____ BRIAN D. GARBER, PRESIDENT	_____ STEVEN B. BARTOW, PRESIDENT
_____ BRUNK REAL ESTATE, LLC	_____ TEOCALLI LEASING, LLC
_____ LARRY BERKOWSKI, AUTHORIZED SIGNATORY	_____ TRACY S. BARTOW, PRESIDENT

## AUDITOR

DULY ENTERED FOR TAXATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_, \_\_\_\_\_ ELKHART COUNTY AUDITOR.  
PATRICIA A. PICKENS

## RECORDER

RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_ AT \_\_\_\_\_ AND RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_.  
FEE: \_\_\_\_\_ ELKHART COUNTY RECORDER  
JENNIFER L. DORIOT

## LEGAL DESCRIPTION

A PART OF LOT NUMBER THREE HUNDRED TWENTY-THREE (323), LOT NUMBER THREE HUNDRED THIRTY (330), LOT NUMBER THREE HUNDRED THIRTY-ONE (331), LOT NUMBER THREE HUNDRED THIRTY-TWO (332) AND A PART OF THE VACATED TENTH STREET RIGHT OF WAY AND A 16.50 FOOT WIDE ALLEY AS THE SAID LOTS, STREET AND ALLEY ARE KNOWN AND DESIGNATED ON THE PLAT OF MERCER'S ADDITION TO THE TOWN, NOW CITY, OF GOSHEN, INDIANA, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD VOLUME 16, PAGE 216 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT NUMBER THREE HUNDRED TWENTY-THREE (323); THENCE NORTH 00 DEGREES 31 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF NINTH STREET, A DISTANCE OF 12.07 FEET A 5/8 INCH REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 31 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF A PARCEL OF LAND CONVEYED TO TEOCALLI LEASING, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2017-04784, A DISTANCE OF 9.91 FEET TO AN IRON PIPE MARKING THE NORTHEAST CORNER OF SAID TEOCALLI LEASING, LLC PARCEL AND THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO IDEAL LAWNMOWER PROPERTIES, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2014-08133, THENCE CONTINUING NORTH 00 DEGREES 31 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID IDEAL LAWNMOWER PROPERTIES, LLC, A DISTANCE OF 78.00 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 89 DEGREES 37 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.69 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 30 DEGREES 49 MINUTES 00 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF EAST LINCOLN AVENUE, A DISTANCE OF 123.04 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE MOST WESTERLY CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN, INDIANA AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2002-23132; THENCE NORTH 48 DEGREES 41 MINUTES 28 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF THE CITY OF GOSHEN PARCEL, A DISTANCE OF 33.02 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 52 DEGREES 43 MINUTES 28 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID CITY OF GOSHEN PARCEL, A DISTANCE OF 96.58 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 58 DEGREES 22 MINUTES 28 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID CITY OF GOSHEN PARCEL, A DISTANCE OF 23.13 FEET TO THE POINT OF CURVATURE OF A 97.68 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE SOUTH; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID CITY OF GOSHEN PARCEL, BEING ON THE ARC OF SAID 97.68 FOOT RADIUS CURVE, A DISTANCE OF 117.38 FEET (CHORD BEARING SOUTH 87 DEGREES 27 MINUTES 36 SECONDS EAST, CHORD DISTANCE 110.44 FEET) TO A 5/8 INCH REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050 MARKING THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 42 DEGREES 08 MINUTES 24 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID CITY OF GOSHEN PARCEL, A DISTANCE OF 80.04 FEET TO THE POINT OF CURVATURE OF A 90.00 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID CITY OF GOSHEN PARCEL, BEING ON THE ARC OF SAID 90.00 FOOT RADIUS CURVE, A DISTANCE OF 50.43 FEET (CHORD BEARING SOUTH 58 DEGREES 45 MINUTES 01 SECOND EAST, CHORD DISTANCE 49.77 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 74 DEGREES 48 MINUTES 07 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID CITY OF GOSHEN PARCEL, A DISTANCE OF 43.84 FEET TO 5/8 INCH REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050; THENCE SOUTH 76 DEGREES 58 MINUTES 25 SECONDS EAST, A DISTANCE OF 243.62 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0048; THENCE SOUTH 84 DEGREES 09 MINUTES 01 SECOND EAST, A DISTANCE OF 490.58 FEET; THENCE SOUTH 37 DEGREES 05 MINUTES 00 SECONDS WEST, A DISTANCE OF 379.67 FEET TO THE NORTHEASTERLY LINE OF LOGAN STREET, A FIFTY (50) FOOT WIDE RIGHT OF WAY AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD VOLUME 167, PAGES 564 AND 565; THENCE NORTH 56 DEGREES 12 MINUTES 05 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID LOGAN STREET, A DISTANCE OF 59.97 FEET TO THE POINT OF CURVATURE OF A 406.97 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID 406.97 FOOT RADIUS CURVE, A DISTANCE OF 234.15 FEET (CHORD BEARING NORTH 72 DEGREES 41 MINUTES 03 SECONDS WEST, CHORD DISTANCE 230.94 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89 DEGREES 10 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOGAN STREET, A DISTANCE OF 423.43 FEET TO THE POINT OF CURVATURE OF A 252.81 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID LOGAN STREET, BEING ON THE ARC OF SAID 252.81 FOOT RADIUS CURVE, A DISTANCE OF 153.02 FEET (CHORD BEARING NORTH 71 DEGREES 49 MINUTES 36 SECONDS WEST, CHORD DISTANCE 150.70 FEET) TO A 5/8 INCH REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050 MARKING THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 54 DEGREES 29 MINUTES 11 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOGAN STREET, A DISTANCE OF 54.40 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED ABONMARCHE FIRM #0050 MARKING THE POINT OF CURVATURE OF A 263.93 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOGAN STREET, BEING ON THE ARC OF SAID 263.93 FOOT RADIUS CURVE, A DISTANCE OF 46.77 FEET (CHORD BEARING NORTH 49 DEGREES 24 MINUTES 44 SECONDS WEST, CHORD DISTANCE 46.71 FEET) TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 7.226 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

## DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, AS PROPRIETORS, HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT OPPOSITE, THAT SAID SUBDIVISION IS TO BE KNOWN AS BARTOW MINOR SUBDIVISION AND THAT THE LOTS HAVE THEIR RESPECTIVE DIMENSIONS GIVEN IN FEET AND DECIMAL PARTS THEREOF, AND THAT THE STREETS INCLUDED IN SAID SUBDIVISION ARE HEREBY DEDICATED FOR PUBLIC USE.

IDEAL LAWNMOWER PROPERTIES, LLC	TDS PROPERTIES, INC.
_____ BRIAN D. GARBER, PRESIDENT	_____ STEVEN B. BARTOW, PRESIDENT
_____ BRUNK REAL ESTATE, LLC	_____ TEOCALLI LEASING, LLC
_____ LARRY BERKOWSKI, AUTHORIZED SIGNATORY	_____ TRACY S. BARTOW, PRESIDENT

## PLAN COMMISSION STAFF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF GOSHEN, AS FOLLOWS:

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
RHONDA YODER  
ZONING ADMINISTRATOR

## STATEMENT OF UTILITIES

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES INCLUDING GENERAL TELEPHONE COMPANY, NORTHERN INDIANA PUBLIC SERVICE COMPANY, AND SEVERAL PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, CONDUITS, CABLES, POLES AND WIRES, EITHER OVERHEAD OR UNDERGROUND WITH ALL NECESSARY BRACES, GUYS, ANCHORS, AND OTHER APPLIANCES IN, UPON, ALONG AND OVER THE STRIPS OF LAND DESIGNATED ON THE PLAT MARKED "UTILITY EASEMENT" FOR THE PURPOSES OF SERVICING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC, AND TELEPHONE SERVICE, INCLUDING THE RIGHT TO USE THE STREETS, WHERE NECESSARY AND TO OVERHANG LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC UTILITIES AT ALL TIMES FOR ANY OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE WITH ANY SUCH UTILITY EQUIPMENT. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

## CITY OF GOSHEN, INDIANA DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA ADMINISTRATIVE CODE 327-15-13. THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN". TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

AT A MINIMUM, THE "STORM WATER MAINTENANCE POLLUTION PREVENTION PLAN" SHALL REQUIRE THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SWALES. NO OWNER OR ITS ASSIGN SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE OBSTRUCTED, REMOVED OR IN ANY WAY IMPEDE THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES. IN THE EVENT ANY SUCH FACILITIES BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND ITS ASSIGNS TO REPAIR SUCH FACILITIES AT THE COLLECTIVE'S EXPENSE.

THE CITY OF GOSHEN WILL ENFORCE THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN," AND SHALL TAKE LEGAL ACTION, IF NECESSARY, AGAINST ANY PARTY IN NON-COMPLIANCE.

IN THE EVENT AN OWNER OR ITS ASSIGNS FAIL TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD WORKING ORDER AND REPAIR, THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE OWNER AND ITS ASSIGNS. THE CITY OF GOSHEN, INDIANA, IS GRANTED AN EASEMENT ACROSS THE OWNER AND ASSIGNS' REAL ESTATE FOR THE PURPOSE OF REPAIRING AND INSPECTING ANY DRAINAGE FACILITIES ON SAID OWNER OR ASSIGNS' REAL ESTATE. THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF REPAIR, AS ASSESSED BY THE CITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE OWNER AND ASSIGNS, AND AN ENCUMBRANCE UPON THE TITLE TO SAID REAL ESTATE.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INDEBTEDNESS FROM THE OWNER AND ASSIGNS, AND FOR THE FORECLOSURE OF SAID LIEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF SAID STATE OF INDIANA. ANY SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA, AND SHALL BE COMMENCED IN ELKHART COUNTY, INDIANA.

## ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MAYOR JEREMY P. STUTSMAN      MICHAEL A. LANDIS      MARY NICHOLS

## LAND SURVEYOR'S CERTIFICATE

I, GREGORY C. SHOCK, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED OR CERTIFIED BY ME; THAT ALL MONUMENTS ARE OR WILL BE (WITHIN SIX MONTHS OF RECORDING PLAT) INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE PLATTING ORDINANCE; AND THAT THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE ACCURATELY SHOWN.

THIS PLAT IS IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12, SECTION 1 THROUGH 29 OF THE INDIANA ADMINISTRATIVE CODE. THE BOUNDARY LINES OF THIS PLAT CONFORM TO A SURVEY MADE UNDER MY SUPERVISION AND SAID SURVEY IS TO BE RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

I, GREGORY C. SHOCK, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS 28th DAY OF OCTOBER, 20 19

\_\_\_\_\_  
GREGORY C. SHOCK P.L.S. #S0484

JOB NO.: 19-0977  
SHEET 1 OF 2



## NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA) SS:  
COUNTY OF \_\_\_\_\_ )  
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME THE ABOVE OWNERS AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC      MY COMMISSION EXPIRES  
RESIDENT OF \_\_\_\_\_ COUNTY, INDIANA  
\_\_\_\_\_  
PRINTED NAME      COMMISSION NUMBER



**ABONMARCHE**

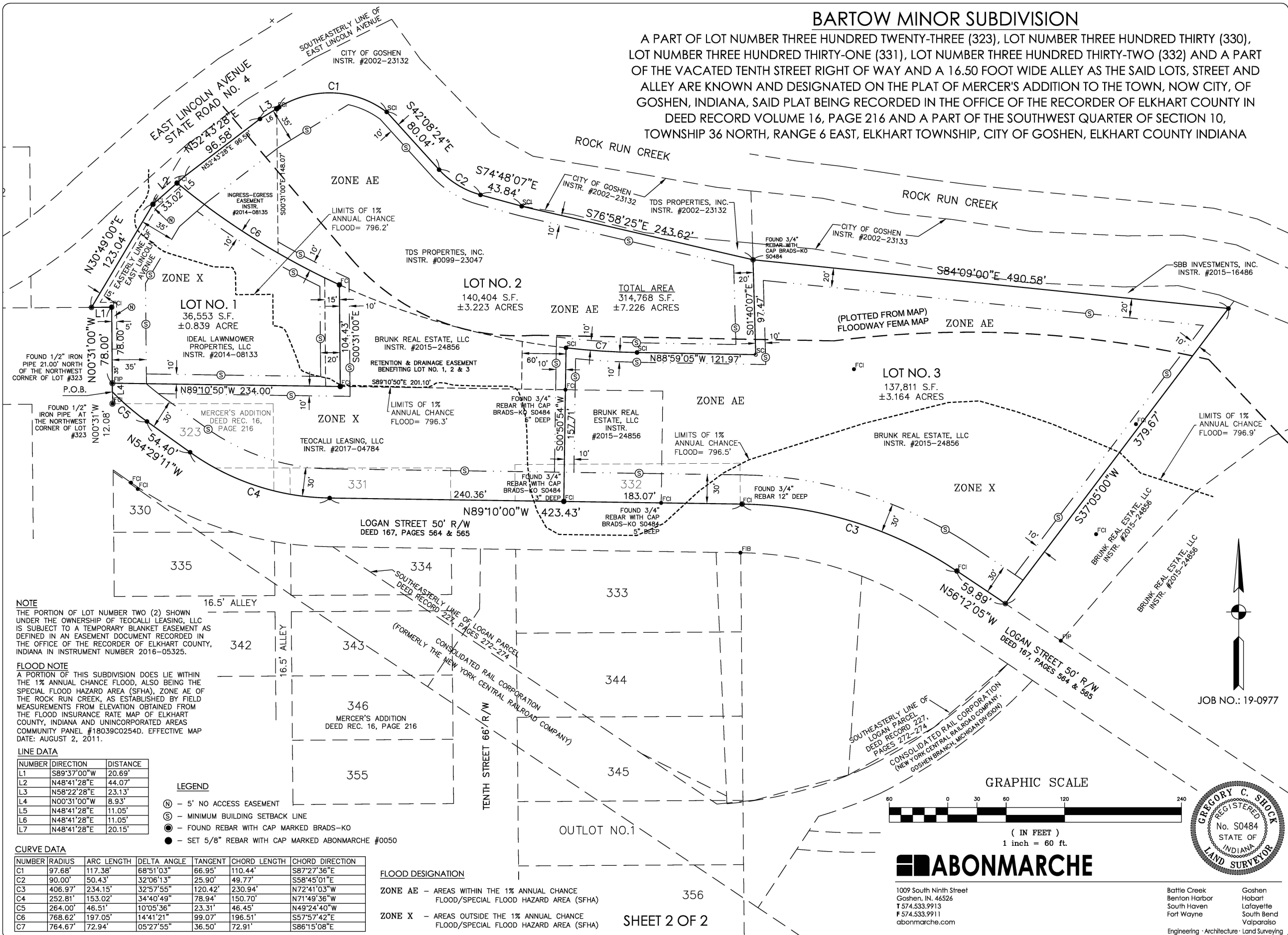
1009 South Ninth Street  
Goshen, IN. 46526  
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Fort Wayne      South Bend  
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# BARTOW MINOR SUBDIVISION

A PART OF LOT NUMBER THREE HUNDRED TWENTY-THREE (323), LOT NUMBER THREE HUNDRED THIRTY (330), LOT NUMBER THREE HUNDRED THIRTY-ONE (331), LOT NUMBER THREE HUNDRED THIRTY-TWO (332) AND A PART OF THE VACATED TENTH STREET RIGHT OF WAY AND A 16.50 FOOT WIDE ALLEY AS THE SAID LOTS, STREET AND ALLEY ARE KNOWN AND DESIGNATED ON THE PLAT OF MERCER'S ADDITION TO THE TOWN, NOW CITY, OF GOSHEN, INDIANA, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD VOLUME 16, PAGE 216 AND A PART OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY INDIANA



**NOTE**  
THE PORTION OF LOT NUMBER TWO (2) SHOWN UNDER THE OWNERSHIP OF TEOCALLI LEASING, LLC IS SUBJECT TO A TEMPORARY BLANKET EASEMENT AS DEFINED IN AN EASEMENT DOCUMENT RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA IN INSTRUMENT NUMBER 2016-05325.

**FLOOD NOTE**  
A PORTION OF THIS SUBDIVISION DOES LIE WITHIN THE 1% ANNUAL CHANCE FLOOD, ALSO BEING THE SPECIAL FLOOD HAZARD AREA (SFHA), ZONE AE OF THE ROCK RUN CREEK, AS ESTABLISHED BY FIELD MEASUREMENTS FROM ELEVATION OBTAINED FROM THE FLOOD INSURANCE RATE MAP OF ELKHART COUNTY, INDIANA AND UNINCORPORATED AREAS COMMUNITY PANEL #18039C0254D. EFFECTIVE MAP DATE: AUGUST 2, 2011.

**LINE DATA**

NUMBER	DIRECTION	DISTANCE
L1	S89°37'00"W	20.69'
L2	N48°41'28"E	44.07'
L3	N58°22'28"E	23.13'
L4	N00°31'00"W	8.93'
L5	N48°41'28"E	11.05'
L6	N48°41'28"E	11.05'
L7	N48°41'28"E	20.15'

- LEGEND**
- Ⓝ - 5' NO ACCESS EASEMENT
  - Ⓢ - MINIMUM BUILDING SETBACK LINE
  - - FOUND REBAR WITH CAP MARKED BRADS-KO
  - - SET 5/8" REBAR WITH CAP MARKED ABONMARCHÉ #0050

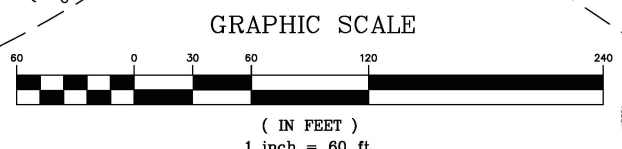
**CURVE DATA**

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD LENGTH	CHORD DIRECTION
C1	97.68'	117.38'	68°51'03"	66.95'	110.44'	S87°27'36"E
C2	90.00'	50.43'	32°06'13"	25.90'	49.77'	S58°45'01"E
C3	406.97'	234.15'	32°57'55"	120.42'	230.94'	N72°41'03"W
C4	252.81'	153.02'	34°40'49"	78.94'	150.70'	N71°49'36"W
C5	264.00'	46.51'	10°05'36"	23.31'	46.45'	N49°24'40"W
C6	768.62'	197.05'	14°41'21"	99.07'	196.51'	S57°57'42"E
C7	764.67'	72.94'	05°27'55"	36.50'	72.91'	S86°15'08"E

**FLOOD DESIGNATION**

**ZONE AE** - AREAS WITHIN THE 1% ANNUAL CHANCE FLOOD/SPECIAL FLOOD HAZARD AREA (SFHA)

**ZONE X** - AREAS OUTSIDE THE 1% ANNUAL CHANCE FLOOD/SPECIAL FLOOD HAZARD AREA (SFHA)



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JOB NO.: 19-0977



**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](http://www.goshenindiana.org)

February 10, 2020

To: Goshen Board of Public Works and Safety and Stormwater Board

From: Shannon Marks

Subject: Occupancy Permit Agreement with Maple City Commercial Leasing, Inc.  
and Star Fleet Trucking, Inc.

It is recommended that the Board approve and authorize the Mayor to execute the Occupancy Permit Agreement with Maple City Commercial Leasing, Inc. and Star Fleet Trucking, Inc. concerning the completion of the construction project at 3146 Linden Drive.

## **OCCUPANCY PERMIT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2020, between the **City of Goshen, Indiana** by and through the Goshen Board of Public Works and Safety and Stormwater Board (“Goshen”), and **Maple City Commercial Leasing, Inc.** and **Star Fleet Trucking, Inc.**, (hereinafter collectively referred to as “Permittee”).

Permittee obtained a building permit for the construction of a building on Maple City Commercial Leasing, Inc.’s real estate at 3146 Linden Drive, Goshen, Indiana (“Site”). The construction project is substantially complete except for certain exterior work that cannot be completed due to weather conditions.

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

### **WORK**

Permittee agrees to complete the following remaining item of work (“Work”) as soon as conditions permit, but no later than June 15, 2020:

- (1) Permanently stabilize retention basin at the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 7,345 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.

### **SURETY**

Permittee agrees to provide Goshen a surety in the amount of One Thousand Five Hundred Dollars (\$1,500) (“Surety”) to insure 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 corporate check or cashier’s check (which City Clerk-Treasurer will cash). The Surety is to insure 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.

### **CERTIFICATE OF OCCUPANCY**

Except for the Work yet to be completed as set forth 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.

### **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.

### **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. 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 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.

### **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 and Stormwater Board, 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.

### **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 and Stormwater Board. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

### **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.

### **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: Maple City Commercial Leasing, Inc.  
Timothy L. Weadick  
3347 Maple City Drive  
PO Box 461  
Goshen, IN 46527-0461

and

Star Fleet Trucking, Inc.  
Joel Pladson, President  
426 North Main Street  
Middlebury, IN 46540

with a copy to:

Star Fleet Trucking, Inc.  
Attn: Floyd Lehman  
118 Industrial Parkway East  
Middlebury, IN 46540

### **APPLICABLE LAWS**

Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In addition, all provisions required by law to be inserted into this agreement shall be deemed to be inserted whether they are actually included or not. Any provision of this agreement or incorporated documents, if any, 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 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.

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 attorney's fees.

**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.

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

**AUTHORITY TO EXECUTE**

The undersigned affirm that all steps have been taken to permit them to execute this agreement, and upon their 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  
and Stormwater Board

Maple City Commercial Leasing, Inc.

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

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

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

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

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

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

Star Fleet Trucking, Inc.

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

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

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

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





**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](http://www.goshenindiana.org)

February 10, 2020

To: Goshen Board of Public Works and Safety and Stormwater Board

From: Shannon Marks

Subject: Occupancy Permit Agreement with Fadi Kupty and Tara Kathleen Kupty and Schrock Homes, Inc.

It is recommended that the Board approve and authorize the Mayor to execute the Occupancy Permit Agreement with Fadi Kupty and Tara Kathleen Kupty and Schrock Homes, Inc. concerning the completion of the construction project at 831 Ridgeview Drive.

## OCCUPANCY PERMIT AGREEMENT

THIS AGREEMENT is entered into on \_\_\_\_\_, 2020, between the **City of Goshen, Indiana** by and through the Goshen Board of Public Works and Safety and Stormwater Board (“Goshen”), and **Fadi Kupty and Tara Kathleen Kupty**, Husband and Wife, and **Schrock Homes, Inc.**, (hereinafter collectively referred to as “Permittee”).

Permittee obtained a building permit for the construction of a building on Fadi Kupty and Tara Kathleen Kupty’s real estate at 831 Ridgeview Drive, Goshen, Indiana (“Site”). The construction project is substantially complete except for certain exterior work that cannot be completed due to weather conditions.

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

### WORK

Permittee agrees to complete the following remaining item(s) of work (“Work”) as soon as conditions permit, but no later than June 15, 2020:

- (1) 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 9,300 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.
- (2) Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting one street tree.
- (3) Install approximately 400 square feet of concrete sidewalks at the Site parallel to Ridgeview Drive and to the building entrance.

### SURETY

Permittee agrees to provide Goshen a surety in the amount of Three Thousand Eight Hundred Forty Dollars (\$3,840) (“Surety”) to insure 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 corporate check or cashier’s check (which City Clerk-Treasurer will cash). The Surety is to insure 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.

### CERTIFICATE OF OCCUPANCY

Except for the Work yet to be completed as set forth 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.

## **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.

## **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. 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 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.

## **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 and Stormwater Board, 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.

## **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 and Stormwater Board. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

## **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.

## 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: Fadi Kupty and Tara Kathleen Kupty, Husband and Wife  
64753 Maxwells Gate  
Goshen, IN 46526

and

Schrock Homes, Inc.  
Adlai A. Schrock, Registered Agent  
2523 Messick Drive  
Goshen, IN 46526

## APPLICABLE LAWS

Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In addition, all provisions required by law to be inserted into this agreement shall be deemed to be inserted whether they are actually included or not. Any provision of this agreement or incorporated documents, if any, 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 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.

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 attorney's fees.

## 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.

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

**AUTHORITY TO EXECUTE**

The undersigned affirm that all steps have been taken to permit them to execute this agreement, and upon their 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  
and Stormwater Board

Permittee

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

\_\_\_\_\_  
Fadi Kupty

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

\_\_\_\_\_  
Tara Kathleen Kupty

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

Schrock Homes, Inc.

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

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

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

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



## CITY OF GOSHEN LEGAL DEPARTMENT

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February 10, 2020

**To:** Board of Public Works and Safety

**From:** Shannon Marks, Legal Compliance Administrator

**Subject:** Federal Motor Carrier Safety Administration Drug and Alcohol Clearinghouse

The City is required by the US Department of Transportation (DOT) to have current and prospective employees that are required to possess a commercial drivers license (CDL) and operate a commercial motor vehicle to undergo testing for alcohol and controlled substances. The City currently has 53 CDL drivers.

The Federal Motor Carrier Safety Administration (FMCSA) established the Drug and Alcohol Clearinghouse which is a national database containing information pertaining to violations of the DOT drug and alcohol testing program by CDL drivers.

Beginning this year, the City is required register with and utilize the FMCSA Drug and Alcohol Clearinghouse to report information about a violation of the DOT drug and alcohol testing program by a City CDL driver and to search the Clearinghouse for drug and alcohol program violation information for all current employees on an annual basis as well as for any prospective employees. The City must purchase a query plan in order to conduct the required searches on the Clearinghouse. Attached is FMCSA information on query plans. The flat rate is \$1.25 per query which is payable to the FMCSA Clearinghouse.

The City would also like to enroll with Beacon Occupational Health, LLC to provide third party administrator management services which would include reporting services and conducting queries on behalf of the City through the FMCSA Clearinghouse. The annual fee for the reporting services is \$100 which is based on the number of City CDL drivers as of January 1. The fee for the query services is \$5 per query.

It is recommended that the Board of Public Works and Safety make a motion to:

- (1) Authorize Human Resources to purchase a query plan on an ongoing basis that will meet the City's needs for all CDL driver positions; and
- (2) Approve the attached Clearinghouse TPA Services Enrollment agreement with Beacon Occupational Health, LLC and authorize the Mayor to execute.

# DRUG & ALCOHOL CLEARINGHOUSE

- ✔ Record
- ✔ Consent
- ✔ Query
- ✔ Safety

## QUERY PLANS

### QUERY PLAN BUNDLES

# \$1.25

Flat per query rate  
(limited or full)

- ✔ Flat per query rate (\$1.25), for limited and full queries
- ✔ Bundles customized to meet your business needs and never expire
- ✔ Options are available for high-volume users, see: <https://clearinghouse.fmcsa.dot.gov/Query/Unlimited>

Beginning fall 2019, registered employers will log into their Clearinghouse accounts to purchase their query plan.

Query plans may be purchased from the FMCSA Clearinghouse only.

Query Bundle	Plan Cost
1	\$1.25
2	\$2.50
3	\$3.75
4	\$5.00
5	\$6.25
10	\$12.50
20	\$25.00
50	\$62.50
100	\$125.00
150	\$187.50
200	\$250.00
300	\$375.00
500	\$625.00
1,000	\$1,250.00
1,500	\$1,875.00
2,000	\$2,500.00
2,500	\$3,125.00
5,000	\$6,250.00
7,500	\$9,375.00

Purchasing a query plan enables employers, and their designated consortia/third-party administrators (C/TPAs), to conduct queries on prospective and current drivers in the Clearinghouse.

### About Queries

A query is an electronic check in the Clearinghouse, conducted by an employer or their designated C/TPA, to determine if current or prospective employees are prohibited from performing safety-sensitive functions, such as operating a commercial motor vehicle (CMV), due to unresolved drug and alcohol program violations.

There are two types of queries:

- **LIMITED QUERIES** check for the presence of information in the queried driver's Clearinghouse record. Driver consent is obtained outside the Clearinghouse.
- **FULL QUERIES** disclose to employers and designated C/TPAs detailed information about any resolved or unresolved violations in a driver's Clearinghouse record.

If a limited query returns a result that there is information recorded in the Clearinghouse about the queried driver, and the employer follows up with a full query to access the detailed violation information, the employer will only be charged once for both queries.

### Why do I need to purchase a query plan?

Employers are charged a fee for conducting queries in the Clearinghouse. Employers must purchase a query plan to ensure they or their designated C/TPAs can conduct queries. C/TPAs cannot purchase queries on behalf of employers.

Note: Working with a C/TPA to manage a drug and alcohol testing program is a requirement of all owner-operators.

#### The Clearinghouse final rule requires that employers conduct queries:

- As part of any pre-employment driver investigation.
- At least annually for every CDL driver currently employed.

#### Which query plan is right for me?

The query bundle you purchase will depend on the number of queries you will need to conduct.

#### Not sure how many queries you will need to conduct?

Select a query bundle large enough to cover the number of CDL drivers you currently employ. You can purchase additional plans as needed.

### Questions?

Email: [clearinghouse@dot.gov](mailto:clearinghouse@dot.gov)

Web: <https://clearinghouse.fmcsa.dot.gov>



## Clearinghouse TPA Services Enrollment

Beacon Occupational Health, LLC will provide the Clearinghouse TPA management services stated below for City of Goshen, Indiana (CLIENT), effective February 10, 2020, to assist in their drug and alcohol testing program and their requirements to meet federal regulations.

Client must register and login through the clearinghouse to request Beacon Occupational Health as its TPA (<https://clearinghouse.fmcsa.dot.gov>)

### CTPA Services:

1. Reporting
  - a. An alcohol confirmation test with a concentration of 0.04% or higher
  - b. Refusal to test (alcohol) as specified in 49 CFR 40.261
  - c. Refusal to test (drug) not requiring a determination by the MRO as specified in 49 CFR 40.191
  - d. Actual knowledge, as defined in 49 CFR 40.382.107, that a driver has used alcohol on duty, used alcohol within 4 hours of coming on duty, used alcohol prior to post-accident testing, or has used a controlled substance
  - e. Negative return-to-duty (RTD) test results (drug and alcohol testing) as applicable
  - f. Completion of follow up testing

Client will utilize "Clearinghouse Reporting" form to request TPA to report on their behalf  
Violation must be reported within 3 business days so form needs to be sent to TPA immediately

2. Conducting Queries
  - a. Pre-employment – full query
  - b. Annual – limited query

Client will utilize "Clearinghouse Query Request" form to request a query to be conducted  
Client must have a general consent for a limited query filled out and signed by driver before requesting TPA to run query  
Client must have purchased queries and have available in the Clearinghouse for TPA to use

### Fees:

An annual fee (based on the number of drivers) will be billed at the beginning of each calendar year for reporting services. If you enroll part way through the year, a pro-rated amount will be billed to you at time of enrollment. The annual fee will automatically be billed to you in January of subsequent years unless you notify us prior to January 1. Your annual fee is subject to change on an annual basis relative to the number of your CDL drivers as of January 1. If the annual fee is not paid within 90 days of the invoice date, we will terminate your clearinghouse reporting services.

Each query search is \$5. These are billed monthly.

### Please check services requested:

Reporting services

# of drivers: 53

Query services

#### Annual Fee

*\*Based on # of drivers as of January 1\**

- |  |  |
|--|--|
| <input type="checkbox"/> 1-50 drivers --- \$50               | <input type="checkbox"/> 101-250 drivers --- \$250 |
| <input checked="" type="checkbox"/> 51-100 drivers --- \$100 | <input type="checkbox"/> 251-500 drivers --- \$500 |
| <input type="checkbox"/> 500+ drivers --- \$1000             |  |

#### Monthly Query Fee

*\*Per Search Fee\**

Pre-Employment and Annual Queries --- \$5 per query

02/10/2020

CLIENT representative

Jeremy P. Stutsman, Mayor

Date

BOH representative

Date

Any questions in regards to the clearinghouse process can be directed to Janet Perrin, MRO-A, Lead Drug Screen Coordinator (Ph: 574-389-1231 x221; Fax: 574-327-6909; Email: [clearinghouse@beaconhealthsystem.org](mailto:clearinghouse@beaconhealthsystem.org). Thank you in advance for letting Beacon Occupational Health provide these services for your clearinghouse needs.