



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. July 27, 2020

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – June 8

Changes to Agenda

OLD BUSINESS

- (1) Placement of Front-load Trash Container, 300 S. 21st St.
(Martinez, Rojas)

ADVERTISE BIDS

- (1) Request to Advertise for Bids: Douglas, Reynolds & 16th Sts. Reconstruction
PN: 2020-0017
(Sailor)

NEW BUSINESS

- (1) Lowering the Water Level in the Millrace Canal, JN: 2020-015
(Sailor)



- (2) MOU: LexisNexis Coplogic Solutions Inc. for Accident Reports
(Marks)
- (3) Agreement with Bill's Heating, Inc. for A/C at Central Fire Station
(Windsor)
- (4) Agreement with Ortman Drilling, Inc. for Well Inspection and Evaluation
(Windsor)
- (5) Resolution 2020-24: Assignment of Judgment 217 W. Wilden Ave.
(Stegelmann)
- (6) Resolution 2020-25: Release of Mortgage Executed by Arturo Marin and Aracelia
Manriquez
(Stegelmann)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment



City Clerk-Treasurer

CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

17 July 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Request for Trash Container, 300 S. 21st St.

Martin Martinez Rojas and Omar Martinez request permission to place a front-loading trash collection container at the southeast corner of S. 21st St. and an east/west lane on an ongoing basis.

Attached are a photo and overhead diagram of the requested location as provided by the petitioner.

St

S 21st St

S 21st St

S 21st St







**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **DOUGLAS, REYNOLDS & 16TH STREETS RECONSTRUCTION
PROJECT NO. 2020-0017**

DATE: July 27, 2020

The Engineering Department requests permission to advertise for bids for the Douglas, Reynolds, & 16th Streets Reconstruction project. The bids for the project will be due Monday, August 17, 2020.

The funds have been appropriated and are available for this project, and your approval would be appreciated.

Requested Motion: Approve Engineering's request to advertise for the Douglas, Reynolds & 16th Streets Reconstruction project.

Thanks!!



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **LOWERING THE WATER LEVEL IN THE MILL RACE CANAL
(JN: 2020-0015)**

DATE: July 23, 2020

As part of the bridge inspections for the 2020-2022 Goshen Biennial Bridge Inspection Program, the consultant has requested the water level in the Millrace Canal be lowered during the inspection process. The lowered water level is typical for the inspections and allows for a more detailed inspection of the bridge's substructure and supports. The Engineering Department has also received a request from a residence along the canal to lower the water level several feet for the construction of a retaining wall. This request is for August 6th and 7th. In order to accommodate both this request and the bridge inspections and to allow for adequate time to lower and raise the water level, the Engineering Department is requesting the Board of Public Works and Safety approve the lowering of the water level in the Millrace Canal from August 4th to August 11th, 2020.

Requested Motion: Approve the lowering of the water level in the Millrace Canal from August 4th to August 11th, 2020.



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

July 27, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Memorandum of Understanding with LexisNexis Coplogic Solutions Inc.

The Goshen Police Department is required to submit accidents reports to the state's Automated Report Information Exchange System (ARIES). The Indiana State Police contracts with LexisNexis Coplogic Solutions Inc. (LN Coplogic) to operate ARIES. That agreement permits LN Coplogic to operate a website known as BuyCrash.com in which the public may purchase online copies of accident reports submitted to ARIES.

In July 2009, the City entered into a Revenue Sharing Agreement with Open Portal Solutions, Inc. After a business merger and a sale, LN Coplogic is now the party to the 2009 agreement. Under the 2009 agreement, \$8 is distributed to the City for each accident report submitted by the Police Department to ARIES that is subsequently sold on BuyCrash.com.

LN Coplogic has requested that the City execute the attached Memorandum of Understanding. This agreement would replace the July 2009 Revenue Sharing Agreement. LN Coplogic would continue to remit \$8 to the City for each accident report subsequently sold on BuyCrash.com. The agreement further clarifies when the City would not receive a disbursement such as when a partial report is sold; when a full report is initially purchased and then resold by an affiliate or a third party; or when a fee is not charged to a purchaser. This agreement does not preclude the purchase of an accident report directly from the Police Department.

It is recommended that the Board approve the Memorandum of Understanding with LexisNexis Coplogic Solutions Inc. and authorize the Mayor to execute on behalf of the City and Police Department.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”), dated _____, 2020, is by and between LexisNexis Coplogic Solutions Inc., with offices at 1000 Alderman Drive, Alpharetta, Georgia, 30005 (“**LN Coplogic**”), and City of Goshen, Indiana for the Goshen Police Department with offices at 111 East Jefferson Street, Goshen, IN, 46528 (“**Agency**”). This MOU shall be effective on the date of execution of the last party signing (“**Effective Date**”). Each Party shall be individually referred to herein as “**Party**” or collectively as “**Parties**.”

PURPOSE. Agency acknowledges that the Indiana State Police (ISP) is the central repository for crash reports in the State of Indiana pursuant to Ind. Code §9-26-2-2. Pursuant to a separate agreement between LN Coplogic ISP to which Agency is not a party (the “**Agreement**”), ISP has contracted with LN Coplogic to operate the Automated Report and Information Exchange System (**ARIES**) (“**ARIES Reports**”) to fulfill this purpose. The Agreement also provides for LN Coplogic to operate buycrash.com for the public to obtain accident reports prepared by a law enforcement agency pursuant to Ind. Code §9-26-2-1 and submitted into ARIES. LN Coplogic shall provide ARIES Reports to legal entities and individuals permitted to obtain a copy of ARIES Reports and/or specific data extracted from the ARIES Report in accordance with the Agreement and Ind. Code §5-14-3 et seq. (“**Authorized Requestors**”).

SCOPE OF SERVICES. LN Coplogic shall not charge any fee to Agency for the services described herein. LN Coplogic shall charge no more than the amount permitted by ISP pursuant to Ind. Code §9-26-9-3(c) for each ARIES Report (“**ARIES Report Fee**”) sold to an Authorized Requestor via LN Coplogic’s eCommerce web portal, BuyCrash.com (and its successor(s) the “**LN Portal**”). Of this ARIES Report Fee, LN Coplogic agrees to remit Eight Dollars and 00/100 (\$8.00) to Agency for each crash report submitted by Agency to ARIES and subsequently sold as an ARIES Report via the LN Portal (“**Agency Fee**”). LN Coplogic shall pay all Agency Fees to Agency at least on a quarterly basis by crediting such amounts directly to the account given by Agency to LN Coplogic. No Agency Fee will be paid with respect to the following: (1) When an Affiliate (as defined below) has paid an Agency Fee to acquire a ARIES Report for an Authorized Requestor (including ARIES Reports purchased before the Effective Date) and such Affiliate later resells that ARIES Report from its inventory of previously purchased ARIES Reports to another Authorized Requestor; or (2) When one or more components of an ARIES Report (e.g., VIN number), rather than the ARIES Report in its entirety, is provided by LN Coplogic to an Authorized Requestor or an Affiliate of LN Coplogic; or (3) When a fee is not charged to an Authorized Requestor for the ARIES Report; or (4) When an ARIES Report is acquired by an Affiliate of LN Coplogic from a source other than a web portal, product and/or service which is offered, owned and/or operated by LN Coplogic or its Affiliate. Nothing in this MOU shall require LN Coplogic or its Affiliate (as defined below) to pay an Agency Fee to the Agency when an Authorized Requestor provides an ARIES Report and/or specific data extracted from the ARIES Report to a third party after the Authorized Requestor has purchased such ARIES Report from the Affiliate’s inventory of previously purchased reports. Agency acknowledges that all ARIES Reports requested by authorized law enforcement entities (“**Agency Requestors**”) shall be provided free of charge.

Nothing in this MOU shall prohibit LN Coplogic’s Affiliates from purchasing ARIES Reports via the LN Portal, or from distributing previously purchased ARIES Reports and/or specific data extracted from the ARIES Report, to Authorized Requestors or Agency Requestors in accordance with the terms of this MOU and applicable laws and regulations. Nothing in this MOU shall prohibit Affiliates from acquiring ARIES Reports from a source other than the LN Portal.

For purposes of this Agreement, “Affiliate” means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with LN Coplogic. LN Coplogic Affiliates shall not be bound by the terms and conditions of this MOU with respect to the provision of their applicable services hereunder.

To the extent permitted under applicable law, LN Coplogic’s entire liability for damages to Agency under this MOU shall not exceed One-Hundred and 00/100 Dollars (\$100.00) in the aggregate. In no event shall LN Coplogic be liable for any indirect, special, incidental, or consequential damages in connection with this MOU.

This MOU will automatically renew on the anniversary of the Effective Date for an additional year, and on each subsequent anniversary, unless either Party gives the other Party 60 days written notice of termination prior to the renewal.

This Agreement shall replace in its entirety the Revenue Sharing Agreement dated the 29th day of July, 2009, between City of Goshen Police Department and Open Portal Solutions, Inc., a predecessor of LN Coplogic.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

**City of Goshen, Indiana for the
Goshen Police Department**

LexisNexis Coplogic Solutions Inc.

By: _____

By: _____

Print Name: Jeremy P. Stutsman

Print Name: _____

Title: Mayor

Title: _____

Date: July 27, 2020

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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July 23, 2020

To: Board of Public Works and Safety
From: Carla Newcomer, Paralegal
Subject: Agreement with Bill's Heating, Inc.

The City is replacing the air conditioning condensing unit and air handler at the Central Fire Station #3, 1203 College Ave.

The City wishes to contract with Bill's Heating, Inc. to provide and install the equipment

Work on the project shall be completed within 10 business days from a notice to proceed and the total cost for all work and equipment is \$6,856.00.

Suggested motion: Move to enter into an agreement with Bill's Heating, Inc. to supply and install replacement air conditioning equipment at the Central Fire Station #3, 1203 College Ave. at a cost of \$6,856.00 with work to be completed within 10 days from receipt of a notice to proceed.

AGREEMENT

Replace Air Conditioner at Central Fire Department

THIS AGREEMENT is entered into on this ____ day of _____ 2020, between Bill's Heating, Inc., hereinafter referred to as "Contractor", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to supply and install an air conditioning unit, air handler, and electronic air handler at the Central Fire Station #3 at 1203 College Avenue, Goshen.

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

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to supply and install a four (4) ton air conditioning condensing unit, a four (4) ton air handler and a electronic thermostat at the Central Fire State #3 1203 College Avenue, Goshen, and complete in a workman like manner.

Contractor's scope of work shall include:

- Supply and install an American Standard model 4A7A3048E1 4-ton air conditioner with R-410a refrigerant (SEER 13.25).
- Supply and install American Standard model TEM4AOC48S41 4-ton air handler
- Connect to the existing duct system.
- Connect new Honeywell electronic thermostat.
- Connect electrical and condensate.
- Removal and disposal of the old equipment
- Start-up and run test.

Contractor shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 5:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall warrant all workmanship and materials for one (1) year.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

Contractor 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.

TERM OF THE AGREEMENT

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

Contractor's work on the project shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within ten (10) business days from receipt of a notice to proceed.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's quoted fee for the amount of Six Thousand Eight Hundred Fifty-Six Dollars (\$6,856.00).

Payment(s) to Contractor for the work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor 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 Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Contractor 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 Contractor.

NON-DISCRIMINATION

Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of Contractor 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

Contractor agrees to indemnify 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 Contractor or any of their officers, agents, officials, and employees, during the performance of work 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.

INSURANCE

Prior to commencing work, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer's Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Automobile Liability.....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

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

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

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

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Agreement.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the Agreement.

(7) The Agreement or any right, monies or claims are assigned by Contractor 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. Contractor 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 Contractor. In such event, the City may issue a written notice of default and provide a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Contractor 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.

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 work, completion of work 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 Contractor:

Bill's Heating, Inc.
Attention: Scott Miller
803 Linway Drive
Goshen, Indiana 46526

APPLICABLE LAWS

Contractor 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.

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor 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 Contractor.

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 Contractor.

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

City of Goshen
Board of Public Works and Safety

Bill's Heating, Inc.

Jeremy P. Stutsman, Mayor

Scott Miller, Owner

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



Bill's Heating, Inc.
 803 Linway Drive
 Goshen, IN 46526
 574-533-2079
 574-533-4373


Estimate

Date	Estimate #
7/13/2020	39541

Bill To Address	Job Location	Customer Phone: 574 533-7878
CENTRAL FIRE STATION 209 N 3RD STREET GOSHEN, IN 46526	CENTRAL FIRE STATION #3 1203 COLLEGE AVE GOSHEN, IN 46526	
Description		
<p style="text-align: center;"><i>Has A LEAK</i></p> <p>1 - American Standard model 4A7A3048E1 4 ton air conditioner with R-410a refrigerant (SEER 13.25). 1 - American Standard model TEM4AOC48S41 4 ton air handler. - Connected to the existing duct system. - New Honeywell electronic thermostat. - Electrical and condensate connections. - Remove and dispose of the old equipment. - Start-up and run test. / Labor and permit. For the sum of \$6,856.00</p> <p style="text-align: center;"><i>WITHIN 10 Business Days from receipt of notice to proceed.</i></p>		
Thank you!		

IMPORTANT TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work to be completed in a professional manner to standard practices and building code in effect at the time of the work. Any alternative or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays that are beyond our control. The Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We may withdraw this proposal if not accepted within 30 days. This proposal does not include any building permits or processing fees. Terms: Net 10 Days.

Management Approval: 	Date: 7-13-20
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ACCEPTANCE OF PROPOSAL:
 By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that the above prices, specifications, and conditions are satisfactory and are hereby accepted. The undersigned further authorizes Bill's Heating, Inc. to do work as specified above. Payment is to be made as outlined above. If payment is not made by the undersigned as stated above, then the undersigned will be in default. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees. In addition, the undersigned agrees to pay a 1 1/2 % service charge per month (or the maximum allowed by law) on any unpaid balances to be in default and/or turned over for collection.

Client Authorization:	Date:
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**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

Date

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Agreement with Ortman Drilling, Inc.

The City entered into a Contract with Ortman Drilling, Inc. dated April 9, 2019 for Contractor to provide pump overhauls and well cleaning for the City's Water Department as well as providing a well inspection and evaluation on each of the City's wells for an amount not to exceed Forty-three Thousand Four Hundred Forty Dollars (\$43,440.00).

The April 9, 2019 Contract provided that the well inspection and evaluation may be renewed for two (2) additional one (1) year terms under the same terms and conditions

The City wishes to renew the contract with Ortman Drilling, Inc. to provide the 2020 well inspection and evaluations on the City's nine (9) wells, seven (7) high service pumps and two (2) booster pumps

Work on the project shall be completed by September 30, 2020 and the total cost for all work is \$5,400.00 for a total contract price of \$48,840.00

Suggested motion: Move to enter into an agreement with Ortman Drilling, Inc. to provide well inspection and evaluations at a cost of \$5,400.00 for a total contract price of \$48,840.00 Work shall be completed by September 30, 2020

CONTRACT AMENDMENT

Well Cleaning & Maintenance Services

THIS CONTRACT AMENDMENT is entered into on this ____ day of _____, 2020, between Ortman Drilling, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City entered into a Contract with Contractor dated April 9, 2019 for Contractor to provide Well Cleaning and Maintenance Services for an amount not to exceed Forty-three Thousand Four Hundred Forty Dollars (\$43,440.00).

WHEREAS, the Contract provided that the contract may be renewed for two (2) additional one (1) year terms under the same terms and conditions

WHEREAS, the City desires to renew the Contract with Contractor for an additional one (1) year term.

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the April 9, 2019 Contract, the parties agree as follows:

SCOPE OF SERVICES

Contractor’s scope of services shall include the 2020 evaluations on the City’s nine (9) wells, seven (7) high service pumps and two (2) booster pumps detailed in 2. Annual Evaluation and Inspection in the April 9, 2019 Contract.

TERM

All work by Contractor under this Contract Amendment shall be completed by September 30, 2020.

COMPENSATION

The City agrees to compensate Contractor for the services in this Contract for the amount of Five Thousand Four Hundred Dollars (\$5,400.00) for a total contract price of Forty Eight Thousand Eight Hundred Forty Dollars (\$48,840.00).

Annual Well and Pump Maintenance Inspection:

City’s 9 wells @ \$350 per well/pump unit	\$3,150.00
City’s 9 high service/booster pump@ \$250	<u>\$2,250.00</u>
	\$5,400.00

All other terms and conditions of the April 9, 2019 Contract shall remain the same.

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

City of Goshen
Board of Public Works and Safety

Ortman Drilling Inc.

Jeremy P. Stutsman, Mayor

Deanna Ortman,
Sales Representative & Project Manager

Mary Nichols, Member

Date: _____

Michael Landis, Member

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

July 21, 2020

To: Board of Public Works and Safety
From: Bodie Stegelmann, City Attorney
Subject: Assignment of Judgment for 217 W. Wilden Avenue

Attached for the Board's approval is Resolution 2020-24 Assignment of Judgment for 217 W. Wilden Avenue, Goshen and for the Mayor's execution.

The City has a judgment for cleanup of the property at 217 W. Wilden Avenue. The judgment is to be assigned by the City of Goshen to the City of Goshen for the use and benefit of the Goshen Department of Redevelopment.

This assignment will enable the Department of Redevelopment to commence proceedings to foreclose its interest in the judgment.

It is recommended that the Board of Public Works and Safety make a motion to approve and execute the Resolution to Approve the Assignment of Judgment, and authorize the Mayor to execute the Assignment.

Resolution 2020-24
Assignment of Judgment 217 W. Wilden Avenue

WHEREAS, the City of Goshen, Indiana (“Goshen”) previously obtained a Judgment in its favor, rendered by the Elkhart Superior Court No. 4 in Cause No. 20D04-1707-PL-165;

WHEREAS, said Judgment concerns the real property generally located at 217 W. Wilden Avenue, Goshen, Indiana;

WHEREAS, Goshen desires to assign its Judgment for the Use and Benefit of Goshen Department of Redevelopment;

NOW, THEREFORE, BE IT RESOLVED that the Board of Public Works and Safety of the City of Goshen hereby authorizes Mayor Jeremy Stutsman to carry out the intent of Goshen to assign Goshen’s Judgment and execute the necessary instruments to transfer said Judgment for the Use and Benefit of the Goshen Department of Redevelopment.

PASSED and ADOPTED by the Board of Public Works and Safety on July 27, 2020.

Jeremy Stutsman, Presiding Member

Michael Landis, Board Member

Mary Nichols, Board Member

Assignment of Judgment

For good and valuable consideration, the receipt of which is acknowledged, the City of Goshen, Indiana (Assignor) assigns, transfers, and sets over to the City of Goshen, Indiana for the Use and Benefit of the Goshen Department of Redevelopment, any and all interest that Assignor may have, without recourse, as is, and without representation or warranties of any kind or nature in the Judgment rendered in favor of Assignor by the Elkhart Superior Court No. 4 on April 16, 2019 in Cause No. 20D04-1707-PL-165.

This Assignment is effective as this ____ day of July, 2020.

City of Goshen, Indiana

By: _____
Jeremy Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Jeremy Stutsman, Mayor for the City of Goshen, Indiana, and signed and delivered the foregoing instrument for the uses and purposes therein set forth.

Subscribed and sworn to and before me this ____ day of July, 2020.

_____, Notary Public
Resident of Elkhart of Elkhart County, Indiana
My Commission Expires:_____



CITY OF GOSHEN LEGAL DEPARTMENT

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Goshen, Indiana 46528-3405

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July 24, 2020

To: Board of Public Works and Safety
From: Carla Newcomer, Paralegal
Subject: Release of Mortgage at 922 ½ E. Lincoln Ave.

Attached is a Release of Mortgage for the property located at 922 ½ E. Lincoln Ave. the mortgage in the amount of \$33,000.00 is paid in full and should be released.

Suggested motion: Move to approve the Release of Mortgage for the property located at 922 ½ E. Lincoln Ave. and authorize the Mayor to execute the Release.

Resolution 2020-25

**Release of Mortgage Executed by
Arturo Marin and Aracelia Manriquez**

WHEREAS, Arturo Marin and Aracelia Manriquez (“Purchaser”) acquired certain real estate located at 925 ½ E. Lincoln Avenue from the City of Goshen, Indiana, a political subdivision of the State of Indiana (“City”) pursuant to a promissory note to the City of Goshen, dated February 14, 2018.

WHEREAS, a Real Estate Mortgage was executed by Purchaser on February 14, 2018 and recorded on February 15, 2018 as instrument number 2018-03416 in the amount of Thirty-Three Thousand Dollars (\$33, 000.00) for the purchase of the property.

WHEREAS, Purchaser has paid the full amount owed on the Mortgage in the amount of Thirty-Three Thousand Dollars (\$33,000.00).

NOW THEREFORE BE IT RESOLVED that, the Board of Public Works and Safety approves the release in full of the mortgage on the real estate as described in the Release of Real Estate Mortgage attached to this resolution.

NOW THEREFORE BE IT RESOLVED that Mayor Jeremy P. Stutsman is authorized to execute the Release of Real Estate Mortgage, on behalf of the City.

PASSED and ADOPTED by the Board of Public Works and Safety on July 27, 2020.

Jeremy Stutsman, Presiding Member

Michael Landis, Board Member

Mary Nichols, Board Member

RELEASE OF MORTGAGE

The City of Goshen, Indiana releases and discharges a certain Mortgage executed by Arturo Marin and Aracelia Manriquez to the City of Goshen, Indiana in the sum of Thirty-Three Thousand Dollars (\$33,000.00), dated February 14, 2018 and recorded February 15, 2018 as instrument number 2018-03416 in the Office of the Elkhart County Recorder.

Dated this _____ day of _____, 2020.

Jeremy P. Stutsman, Mayor, City of Goshen, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Mayor, of the City of Goshen, Indiana and being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 2020.

Carla J. Newcomer
Notary Public of Elkhart County, Indiana
My Commission Expires June 22, 2025
Commission Number NP0701987

EXECUTED and DELIVERED in my presence:

Witness Signature: _____

Witness Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Jeremy P. Stutsman, Mayor, of the City of Goshen, Indiana in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this _____ day of _____, 2020.

Carla J. Newcomer
Notary Public of Elkhart County, Indiana
My Commission Expires June 22, 2025
Commission Number NP0701987

This instrument was prepared by Larry A. Barkes, City of Goshen Legal Department, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

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

2018-03416

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
AS PRESENTED
02/15/2018 11:43 AM

8 1 5 4 5 5 6
Tx:4098059

REAL ESTATE MORTGAGE

Arturo Marin and Aracelia Manriquez ("Purchaser"), mortgages and warrants to the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana ("City") certain real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as 922 ½ East Lincoln Avenue, Goshen, Indiana 46528, and more particularly described as follows:

A PART OF THE EAST HALF OF THE NORTHWEST AND THE SOUTHWEST QUARTERS, SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 01 DEGREE 04 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 714.10 FEET TO THE CENTERLINE OF LINCOLN AVENUE (STATE ROAD NUMBER 4); THENCE SOUTH 75 DEGREES 24 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 1,608.08 FEET; THENCE SOUTH 72 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 465.47 FEET; THENCE SOUTH 02 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 34.17 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 02 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 215.73 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 33 SECONDS WEST, A DISTANCE OF 120.79 FEET; THENCE NORTH 02 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 176.41 FEET; THENCE NORTH 69 DEGREES 48 MINUTES 23 SECONDS EAST, A DISTANCE OF 67.34 FEET; THENCE NORTH 71 DEGREES 56 MINUTES 47 SECONDS EAST, A DISTANCE OF 58.99 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 23,754 SQUARE FEET OR 0.545 OF AN ACRE, MORE OR LESS.

LESS AND EXCEPTING (Parcel No. 20-11-10-179-006.000-015):

A PART OF THE WEST HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE ON A RECORDED BEARING OF NORTH 1 DEGREE AND 4 MINUTES 0 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 714.10 FEET (RECORDED) TO THE CENTERLINE OF LINCOLN AVENUE; THENCE SOUTH 75 DEGREES 24 MINUTES 0 SECONDS WEST (RECORDED) ALONG SAID CENTERLINE, A DISTANCE OF 1608.08 FEET; THENCE SOUTH 72 DEGREES 53 MINUTES 0 SECONDS WEST (RECORDED) ALONG SAID CENTERLINE, A DISTANCE OF 465.47 (RECORDED) TO THE NORTHEAST CORNER OF A PARCEL OF LAND AS RECORDED IN DEED RECORDED IN DEED RECORD VOLUME 270, PAGE 274 OF THE OFFICE OF THE RECORDER OF ELKHART COUNTY AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 2 DEGREES 10 MINUTES 0 SECONDS EAST (RECORDED AND MEASURED) ALONG THE EAST LINE OF SAID DEED RECORD VOLUME 270, PAGE 274, A DISTANCE OF 165.87 FEET TO A REBAR; THENCE SOUTH 72 DEGREES 53 MINUTES 0 SECONDS WEST (RECORDED AND MEASURED) PARALLEL TO THE CENTERLINE OF LINCOLN AVENUE, A DISTANCE OF 75 FEET TO A REBAR; THENCE NORTH 2 DEGREES 10 MINUTES 0 SECONDS WEST ALONG THE WEST LINE OF SAID DEED RECORD VOLUME 270, PAGE 274, A DISTANCE OF 165.87 FEET TO THE CENTERLINE OF LINCOLN AVENUE; THENCE NORTH 72 DEGREES 53 MINUTES 0 SECONDS EAST (RECORDED AND MEASURED) ALONG THE CENTERLINE OF LINCOLN AVENUE, A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF RECORD.

Part of Parcel No. 20-11-10-326-016.000-015

hereinafter referred to as the "Mortgaged Real Estate," together with all rights, privileges, interests, easements, appurtenances, fixtures and improvements now or hereafter belonging or attached to the Mortgaged Real Estate.

The Mortgage is given to secure the performance of the provisions of this Mortgage, the obligations due under the terms of an Agreement for the Sale and Purchase of Real Estate (Purchase Agreement) dated November 14, 2017, and the payment of a Promissory Note dated February 14, 2018 in the principal sum of Thirty-three Thousand and 00/100 Dollars (\$33,000.00).

As part of the consideration of the Purchase Agreement, City will construct an access drive from Lincoln Avenue to the south side of the Mortgaged Real Estate within the ingress and egress easement reserved by City. In addition to the access drive, City will construct approximately fifteen (15) parking spaces for Purchaser's use. City agrees to construct the access drive and approximately fifteen (15) parking spaces by December 31, 2019.

NO LIENS

Purchaser shall not permit any lien of mechanics or materialmen to attach to the Mortgaged Real Estate.

CONDITION OF MORTGAGED REAL ESTATE

Purchaser shall keep the Mortgage Real Estate in good repair and shall not commit waste.

DEFAULT BY PURCHASER; REMEDIES OF CITY

Purchaser defaults if any of the following occur:

1. Purchaser fails to perform any covenants or agreements of Purchaser contained in the Purchase Agreement, the Promissory Note, or this Mortgage.
2. Purchaser abandons the Mortgaged Real Estate.

3. A trustee or receiver is appointed for Purchaser or for any part of the Mortgaged Real Estate.
4. Purchaser defaults on any mortgage to or on the Mortgaged Real Estate.

If Purchaser is in default, City may elect to declare the Mortgage immediately due and payable and City may elect to foreclose this Mortgage.

NON WAIVER, REMEDIES CUMULATIVE

No delay by City in the exercise of any of its rights shall preclude the exercise of such rights so long as Purchaser continues in default, and no failure of City to exercise any of its rights shall preclude the exercise in the event of a subsequent default by Purchaser. City may enforce any one or more of its rights or remedies successively and/or concurrently.

EXTENSION, REDUCTIONS, RENEWALS, CONTINUED LIABILITY OF CITY

No extension, reduction or renewal of the indebtedness secured by this Mortgage shall affect the priority of this Mortgage or impair the security in any manner whatsoever, or release, discharge or affect in any manner, the personal liability of Purchaser to City.

SUPPLEMENTAL DOCUMENTS

Purchaser and City agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Mortgage or the Purchase Agreement secured by this Mortgage.

AMENDMENT

This Mortgage may be amended only by City's adoption of a resolution approving the amendment and by the execution of the amendment by each of the parties.

SEVERABILITY

If any provision, covenant, agreement or portion of this Mortgage or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant, agreement or portion of this Mortgage.

INDIANA LAW

This Mortgage shall be governed by and construed in accordance with the laws of the State of Indiana. The proper venue for any action to enforce any provision of this Mortgage shall be in Elkhart County, Indiana.

TAXES AND ASSESSMENTS

Purchaser shall pay all taxes or assessments levied or assessed against the Mortgaged Real Estate when due and before penalties accrue.

ADVANCEMENTS TO PROTECT SECURITY

City may, at its option, advance and pay all sums necessary to protect and preserve the security intended to be given on the Mortgaged Real Estate. All sums so advanced and paid by City shall be payable upon demand and shall become a part of the indebtedness secured by this Mortgage. At the election of the holder, such advances shall bear interest from the date or dates of payment at the rate of eight percent (8.0%) per annum. Such advances may include insurance premiums, taxes, assessments, and payment of liens which may be or become prior and senior to this Mortgage, and all costs, expenses, and attorneys' fees incurred by City in respect to any legal or equitable proceedings which relate to this Mortgage or to the Mortgaged Real Estate.

NOTICE

Any notices required or permitted under this Mortgage shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, with proper postage. Any such notice shall be effective three (3) days after date of mailing.

Purchaser: Arturo Marin and Aracelia Manriquez
 922 East Lincoln Avenue
 Goshen, Indiana 46528

City: City of Goshen Goshen
 c/o Legal Department
 204 E. Jefferson Street, Suite 2
 Goshen, Indiana 46528

The parties may change their respective mailing addresses by providing written notice of the new address to the other parties.

BINDING EFFECT

This Mortgage shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, Purchaser has executed this Real Estate Mortgage on February 14, 2018.

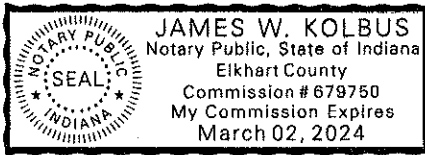
Arturo Marin

Arturo Marin
Aracelia Manriquez

Aracelia Manriquez

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on February 14, 2018, personally appeared **Arturo Marin and Aracelia Manriquez**, and acknowledged the execution of the foregoing instrument.



James W. Kolbus

James W. Kolbus, Notary Public
Resident of Elkhart County, Indiana
My commission expires March 2, 2024

This instrument was prepared by Larry A. Barkes, Goshen City Attorney, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

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