



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

Regular Meeting Agenda

**2:00 p.m. March 8, 2021**

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – (None)

Approval of Agenda

- (1) PD: Resignation of Officer Gerardo Mejia
- (2) PD: Resignation of Officer William T.P. Miller
- (3) Open Bids for Compact Wheel Loader
- (4) Open Bids for 16<sup>th</sup> Street Reconstruction, JN: 2020-0038
- (5) Downtown Light Pole Banner Installation
- (6) Agreement with DLZ for Waterway Permit Application for Millrace Dam Bridge
- (7) Resolution 2021-07: Special Purchase of Road Salt
- (8) Rogers Park Pedestrian Bridge Closure for Repairs, JN: 2021-0010

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mike Landis  
Member Mary Nichols

Date: March 8<sup>th</sup>, 2021

From: Jose' Miller, Chief of Police

Reference: Request to Accept Resignation of Officer Gerardo Mejia

I am requesting that the Board of Public Works and Safety approve the resignation of Officer Gerardo Mejia effective March 24, 2021. Officer Mejia has submitted his resignation from the Goshen Police Department and intends on moving to California. Officer Mejia thanked the department for the opportunity to serve as a police officer but wishes to start the next chapter of his life. I want to thank Officer Mejia for his 2 ½ years of service and wish him the best of luck in his future endeavors.

Respectfully,

Jose' Miller #116

Chief of Police

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

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mike Landis  
Member Mary Nichols

Date: March 8<sup>th</sup>, 2021

From: Jose' Miller, Chief of Police

Reference: Request to Accept Resignation of Officer William T.P. Miller

I am requesting that the Board of Public Works and Safety approve the resignation of Officer William T.P. Miller effective March 20, 2021. Officer Miller has submitted his resignation from the Goshen Police Department and intends on leaving law enforcement to go back to the private sector for employment. Officer Miller appreciated his time working at the department but has an offer that is best for him and his family. I want to thank Officer Miller for serving our community for almost 2 years and wish him the best of luck in his future.

Respectfully,

Jose' Miller #116

Chief of Police

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

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**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **16<sup>TH</sup> STREET RECONSTRUCTION FROM COLLEGE TO PLYMOUTH  
PROJECT NO. 2020-0038**

DATE: March 8, 2021

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The Clerk-Treasurer's Office has received bids from contractors today for the 16<sup>th</sup> Street Reconstruction project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion: Open bids received from Contractors for the 16<sup>th</sup> Street Reconstruction project and read the Total Amount Bid and the Alternate A – Total Amount Bid.**



**Communications Department**

**CITY OF GOSHEN**

202 South Fifth Street, Suite 1 • Goshen, IN 46528-3714

Phone (574) 537-3883 • Fax (574) 533-9740

communications@goshencity.com • www.goshenindiana.org

March 8, 2021

**To:** The City of Goshen Board of Public Works & Safety

**From:** Goshen Arts and Culture District Committee

**Subject:** Light Pole Banner Installation for Arts and Culture District

The City of Goshen's Arts and Culture District Committee is seeking to replace 21 of the light pole banners along Main Street, Jefferson Street, Washington Street and Lincoln Avenue with the proposed designs in preparation for downtown Goshen's Arts and Culture District designation. (Please see proposed designs in the following pages).

In December, the City of Goshen was named a Spotlight Community by the Indiana Arts Commission. We are currently applying for the Arts and Culture District Designation for the area of downtown Goshen. The banners will be a visual representation of the district's location.

The banners would be replaced by Signtech, and should be installed with minimal to no disruption to traffic. The replacements would take place in the next week or so, pending approval from the Board.



**G | A** GOSHEN  
**C | D** ARTS &  
CULTURE  
DISTRICT



**G A** GOSHEN  
**C D** ARTS &  
CULTURE  
DISTRICT

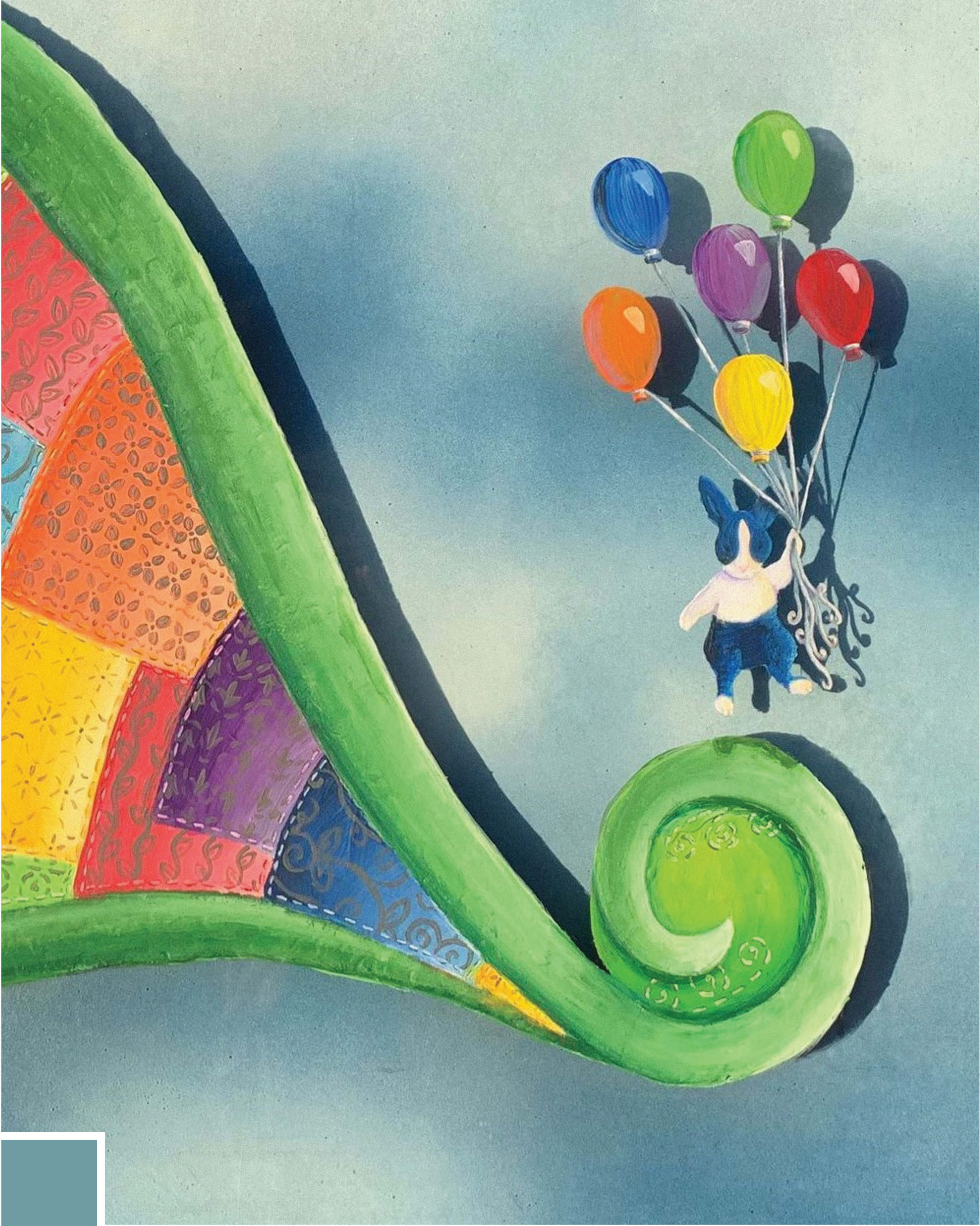


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ARTS &  
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DISTRICT





**G.A. GOSHEN  
ARTS &  
C.D. CULTURE  
DISTRICT**



**G | A** GOSHEN  
ARTS &  
**C | D** CULTURE  
DISTRICT



**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)

March 8, 2021

**To:** Board of Public Works and Safety  
**From:** Carla Newcomer  
**Subject:** Agreement for Plans and Specifications for Bridge Repair and Maintenance with DLZ Indiana, LLC

Attached is an agreement with DLZ Indiana, LLC to prepare IDEM 401 and Corps 404 permits for the Bridge #306 -Millrace Canal. The cost to prepare and submit the permits is a lump sum amount of \$8,300.00. This agreement is a supplement to an agreement signed on November 9, 2021.

Suggested Motion:

Move to approve and execute the agreement with DLZ Indiana, LLC for permits necessary for bridge #306 repair and maintenance.

# AGREEMENT

## Waterway Permit Applications for Bridge Repair and Maintenance

THIS AGREEMENT is entered into on March\_\_\_\_, 2021, by and between **DLZ Indiana, LLC** (“Contractor” or “DLZ”), whose mailing address is 2211 East Jefferson Boulevard, South Bend, IN 46615, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

### **Section 1. Scope of Services.**

DLZ shall provide the services under this agreement which shall include the following:

The provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to prepare water way permits for the bridge repairs on Bridge #306 (Millrace Canal. Headgates) IDNR Construction in a Floodway, IDEM 401 Water Quality and Corps of Engineers Section 404 Clean Water Act. The respective IDEM 401 and Corps 404 permits will be submitted to the Indiana Department of Environmental Management and the Detroit District Corps of Engineers. The areas of concern for these agencies is the Waters of the US or that area in the stream channel below the ordinary high-water mark (OHWM). Work below the OHWM will consist of installation of grouted riprap for scour protection. Construction in a Floodway permit for the Indiana DNR will be for the grouted riprap and the bridge repairs. Computer modeling is not included in the permit application since the repairs create no floodway obstruction.

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

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

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

City agrees to compensate DLZ for all services under this agreement a lump sum fee of Eight Thousand Three Hundred Dollars (\$8,300.00).

**Section 4. Payment.**

- 4.1 City shall pay DLZ for services satisfactorily completed under this agreement.
- 4.2 Payment for services rendered shall be upon City’s receipt of a detailed invoice from DLZ. The invoice shall be sent to the following address, or at such other address as City may designate in writing.  
  
City of Goshen  
c/o Goshen Engineering Department  
204 E. Jefferson Street  
Goshen, IN 46528
- 4.3 Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 4.4 DLZ is required to have a current W9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

**Section 5. Ownership of Documents.**

City acknowledges Contractor’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 City upon completion of the services and payment in full of all monies due to Contractor. DLZ shall be allowed to retain copies.

**Section 6. Independent Contractor Status.**

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. 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 contractor and/or the Contractor’s agents, employees or subcontractors.

**Section 7. Non-Discrimination.**

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

**Section 8. Employment Eligibility Verification.**

- 8.1 Contractor shall enroll in and verify the work eligibility status of all Contractor’s newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.

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

### **Section 9. Contracting with Relatives.**

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

### **Section 10. Indemnification.**

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

### **Section 11. Insurance.**

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

- 11.3.3 Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- 11.3.4 Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- 11.3.5 Excess Umbrella Coverage - \$1,000,000 each occurrence

## **Section 12. Force Majeure.**

- 12.1 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.
- 12.2 If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **Section 13. Default.**

- 13.1 If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- 13.2 It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than five (5) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- 13.3 Contractor may also be considered in default by the City if any of the following occur:
  - 13.3.1 There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
  - 13.3.2 Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - 13.3.3 Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - 13.3.4 Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - 13.3.5 A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

- 13.3.6 Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- 13.3.7 The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

#### **Section 14. Termination.**

- 14.1 The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- 14.2 City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- 14.3 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 agreement.

#### **Section 15. Notice.**

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

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

Contractor: DLZ Indiana, LLC  
Attention: Gary K. Fisk, P.E., Vice President  
2211 East Jefferson Boulevard  
South Bend, IN 46615

#### **Section 16. Subcontracting or Assignment.**

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

#### **Section 17. Amendments.**

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



**Section 18. Waiver of Rights.**

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

**Section 19. Applicable Laws.**

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

**Section 20. Miscellaneous.**

- 20.1 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.
- 20.2 In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- 20.3 These documents 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.
- 20.4 In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**Section 21. Severability.**

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

**Section 22. Binding Effect.**

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

**Section 23. Entire Agreement.**

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

**Section 24. Authority to Execute.**

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

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

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

**DLZ Indiana, LLC**

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

\_\_\_\_\_  
Gary K. Fisk, P.E.  
Vice President

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

Date: March \_\_\_\_\_, 2021

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

Date: March \_\_\_\_\_, 2021



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

March 1, 2021

Josh Corwin, P.E.  
Civil City Engineer  
City of Goshen Engineering Department  
204 E. Jefferson Street  
Goshen, Indiana 46528

**RE:** Supplemental Agreement No.1 Request  
Plans and Specifications for Bridge Repair and Maintenance  
DLZ Account No. 2061-2743-90

Dear Mr. Corwin:

Enclosed herewith is a supplemental agreement for a change in Scope of Services for the above referenced project. We are requesting additional fees for waterway permit applications. DLZ will submit the following permits for the bridge repairs on Bridge # 306 (Millrace Canal Headgates): IDNR Construction in a Floodway, IDEM 401 Water Quality and Corps of Engineers Section 404 Clean Water Act.

The respective IDEM 401 and Corps 404 permits will be submitted to the Indiana Department of Environmental Management and the Detroit District of the Corps of Engineers, respectively. The area of concern for these agencies is the Waters of the US or that area in the stream channel below the ordinary high-water mark (OHWM). Work below the OHWM will consist of installation of grouted riprap for scour protection.

The Construction in a Floodway permit for the Indiana DNR will be for the grouted riprap and the bridge repairs. No computer modeling is included in the permit application since the repairs create no floodway obstruction.

We are requesting additional fees for this supplemental agreement in the amount of \$8,300.00 for Waterway Permit Applications. A summary of the fee justification is attached hereto for your review.

We are respectfully requesting a supplemental to JN 2021-0010 Bridge Repair and Maintenance as a result of the change of scope outlined above.

If you have any questions or require any additional information, please do not hesitate to contact our office at your convenience.

Sincerely,

Laurie D. Johnson, P.E.  
Vice President

**CC:** MAK, PT, JEL

X:\Projects\GFL\2020\2061\274390 GoshenRepair\00\_ProjectAdmin\Agreement\Prelim Engineering\SA#1\GoshenRepair SA1.docx

2211 E Jefferson Blvd, South Bend, IN 46615-2692 | OFFICE 574.236.4400 | ONLINE WWW.DLZ.COM

**CiaF and 401/404 Goshen Pond Millrace rip rap and bridge repairs  
Fee Justification**

Consultant: DLZ Indiana, LLC

March 1, 2021

Description	Manhours by Classification							Total Labor Hours
	Division Manager	Department Manager	Project Manager	Civil Engineer II	Civil Engineer I			
<b>SCOUR ANALYSIS</b>								
IDNR CiaF permit	3			16	24			43
Corps 401/404 permit	3			14	24			41
								0
								0
	6	0	0	30	48	0	0	Estimated Hours for Scour Analysis = 84
Total Hours:	6	0	0	30	48	0	0	84
Salary Per Hour *	\$201.23	\$175.35	\$156.94	\$101.53	\$84.26			
Total Fee	\$1,207.38	\$0.00	\$0.00	\$3,045.90	\$4,044.48	\$0.00	\$0.00	\$8,297.76
<b>Total Fee (Rounded)</b>								<b>\$8,300.00</b>

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**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)

March 8, 2021

**To:** Board of Public Works and Safety  
**From:** Shannon Marks, Legal Compliance Administrator  
**Subject:** Resolution 2021-07, Special Purchase of Road Salt

For several years, the City of Goshen has participated in the State of Indiana's Road Salt Program. The State is currently developing the 2021-2022 road salt bid, and political subdivisions that wish to participate in the program must provide the State the tonnage of road salt that it will commit to purchase under the State's quantity purchase agreement. Resolution 2021-07 authorizes the City to make a special purchase by participating in the State's program, and authorizes the City to request 1200 tons of road salt thereby committing to purchase a minimum of 960 tons and up to 1440 tons. After the State goes through the bidding process, we will know the who the contract is awarded to and the contract pricing.

Suggested Motion:

Move to adopt Resolution 2021-07, Special Purchase of Road Salt.

## RESOLUTION 2021-07

### Special Purchase of Road Salt

WHEREAS the City may make a special purchase under Indiana Code § 5-22-10 if it determines the basis for the special purchase and the selection of a particular contractor.

WHEREAS Indiana Code § 5-22-10-15(b) allows a political subdivision to make a special purchase of equipment, goods or materials if the purchase is made from a person that has a contract with a state agency and the person's contract with the state requires the person to make the equipment, goods or materials available to political subdivisions.

WHEREAS political subdivisions may elect to participate in the State of Indiana Road Salt Program which permits the political subdivisions to purchase road salt under the State's quantity purchase agreement.

WHEREAS the State of Indiana is currently developing the 2021-2022 road salt bid. A political subdivision that elects to participate in the Road Salt Program must provide the Indiana Department of Administration the tonnage of road salt that the political subdivision will commit to purchase under the State's quantity purchase agreement. A participating political subdivision will be required to purchase a minimum of 80% of the tonnage requested and may purchase up to a maximum of 120% of the tonnage requested.

WHEREAS on behalf of the City of Goshen, the Goshen Street Department requests authorization to participate in the State of Indiana's 2021-2022 Road Salt Program.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

- (1) On behalf of the City of Goshen, the Goshen Street Department is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-15(b) by participating in the State of Indiana's 2021-2022 Road Salt Program.
- (2) The City of Goshen is authorized to request 1200 tons of road salt thereby committing to purchase a minimum of 960 tons and up to 1440 tons of road salt under the State's quantity purchase agreement.
- (3) The actual purchase will be through the contractor who is awarded the bid by the State of Indiana and based on the State's awarded contract price per ton under the quantity purchase agreement.
- (4) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on March 8, 2021.

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Jeremy P. Stutsman, Mayor

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Michael A. Landis, Board Member

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Mary Nichols, Board Member



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety  
FROM: Goshen Engineering Department  
RE: **BRIDGE NO. 201 – PEDESTRIAN BRIDGE TO ROGERS PARK (JN: 2021-0010)**  
DATE: March 8, 2021

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It is requested the Board of Works allow the closure of Bridge 201, a pedestrian bridge that connects Clinton Street and Rogers Park, for the replacement of the existing wood deck with new pressure treated wood decking. The existing concrete sidewalk will also be replaced at each end of the bridge to better match the decking elevation.

**Requested motion:**

**Move to approve the closure of Bridge 201 for deck replacement and bridge repairs from March 08, 2021 to March 17, 2021.**

**ACCEPTED:**

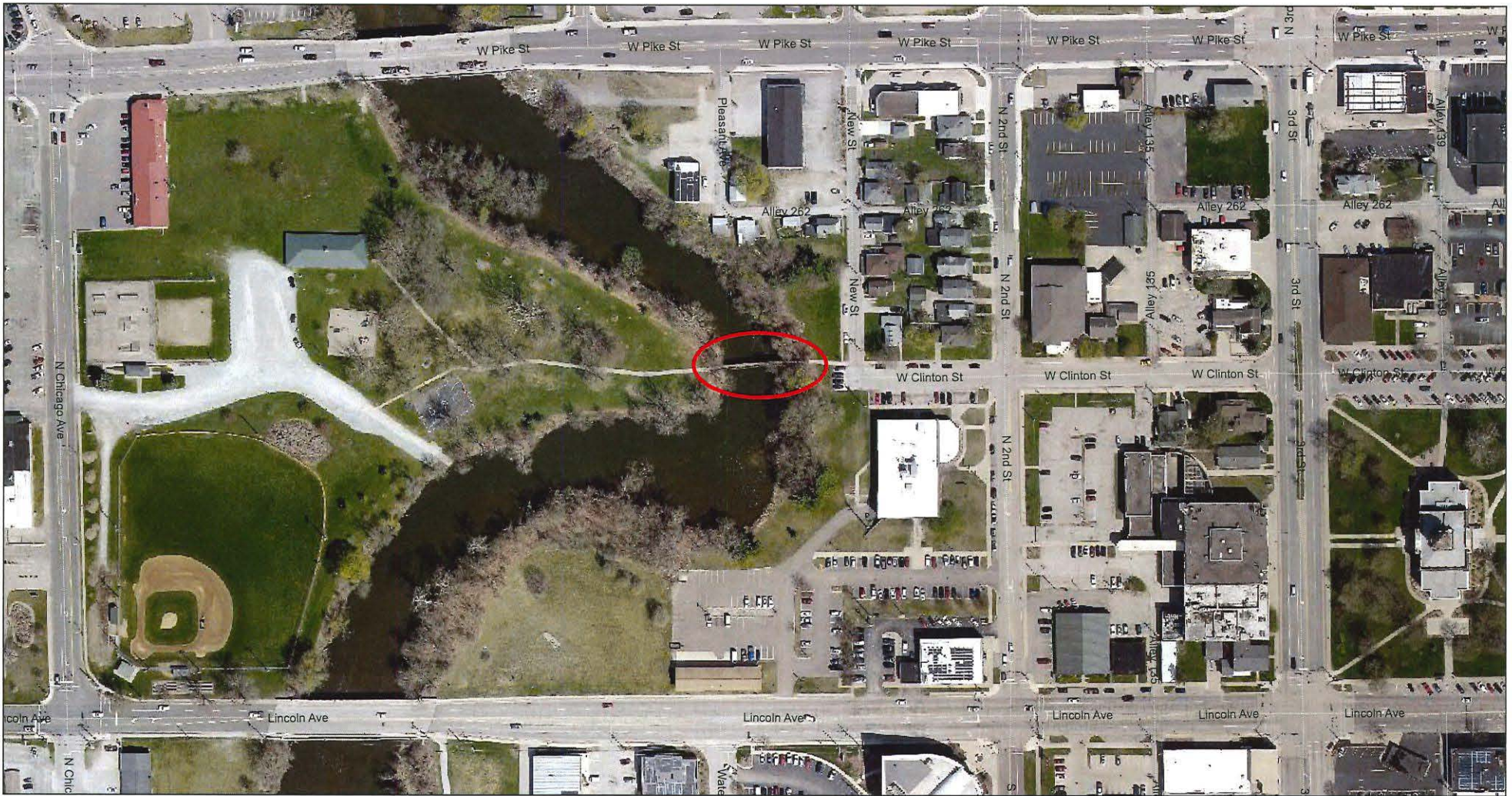
**City of Goshen  
Board of Works & Safety**

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

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

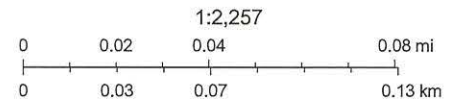
\_\_\_\_\_  
Mary Nichols, Board Member

# ArcGIS Web Map



3/4/2021, 4:22:15 PM  
RoadsAndAlleys

- Goshen\_2019.tif
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



GeoEye, Maxar, Microsoft, City of Goshen, Elkhart County, Indiana

This data may be incomplete or inaccurate. Goshen City and Elkhart County cannot be held liable for errors or omissions in the data. By using this data, the recipient agrees to protect, hold harmless and indemnify Goshen City, Elkhart County, its employees, and its officers.