



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. June 1, 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) Elkhart County 4H Fair Parade on July 25th – B. Smith
- (2) Parking Closures for Waste Container Placement, 222 S. 3rd St. – M. Yoder
- (3) Parking Closures for Wedding at First United Methodist Church – E. McCann
- (4) Road Closure – 16th St. Reconstruction, JN: 2020-0038
- (5) Lane Restriction on Berkey Ave. for Fiber Optic Conduit Installation
- (6) Right of Entry Agreements for 16th St. Reconstruction, JN: 2020-0038

Privilege of the Floor

Approval of Civil City and Utility 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

1 June 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: Elkhart County 4H Fair Parade – July 25

Boyd Smith, representing the Elkhart County 4H Fair Parade, will request road closures, along with Police and Street Department support, for the annual parade on July 25th. The route and nature of city support are the same as prior years.



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1 June 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: Parking Closures for Waste Container Placement in City Lot beside 222 S. 3rd St.

Marlowe and Monica Yoder, owners of 222 S. 3rd St., will request closure of three parking spaces in the city lot beside their building for placement of a waste container for two weeks, beginning as soon as possible.



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1 June 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: Parking Closures for Wedding at First United Methodist Church

Elaine McCann, wedding liaison for First United Methodist Church at 214 S. 5th St., will request closure of three parking spaces along 5th St. directly in front of the church main entrance for a wedding on the afternoon of June 13th.



**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 Department

RE: **16TH STREET RECONSTRUCTION - ROAD CLOSURE
(JN: 2021-0038)**

DATE: June 1, 2021

Niblock Excavating, Inc. has requested permission to close 16th Street between Plymouth Avenue and College Avenue. 16th Street will remain open to local traffic only during the project. The closure will begin June 7 and continue thru October 15, 2021.

Niblock Excavating, Inc. is requesting these closures in order to complete planned road reconstruction. The traffic control plan is attached.

Requested motion: Move to approve road closures of 16th Street between Plymouth Avenue and College Avenue, from June 7 until October 15, 2021.

ACCEPTED:

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



TRAFFIC CONTROL PLAN
N.T.S.



REV.	DESCRIPTION	BY	DATE



The City Of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626

**SIXTEENTH STREET
RECONSTRUCTION**
TRAFFIC CONTROL PLAN

Project Number: 2020-0038	Designed By: J. Hoffman	Approved By: J. Corwin, P.E.
Drafted By: J. Hoffman	Date: 02/12/2021	Scale: AS SHOWN
X-2525-06		



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **DIRECT LINE COMMUNICATIONS, INC. LANE RESTRICTION ON
BERKEY AVENUE – FIBER OPTIC CONDUIT INSTALLATION**

DATE: June 01, 2021

Direct Line Communications, Inc. is requesting permission to adjust traffic along Berkey Avenue between Amberwood Drive and Dewey Avenue. The contractor will be installing a new fiber optic conduit for Surf Broadband along Berkey Avenue. Current MUTCD traffic control standards are to be used. These traffic controls will include signs, cones and flaggers as required. The contractor will be allowed one lane to work within at any one time. See attached location maps provided by Direct Line Communications, Inc.

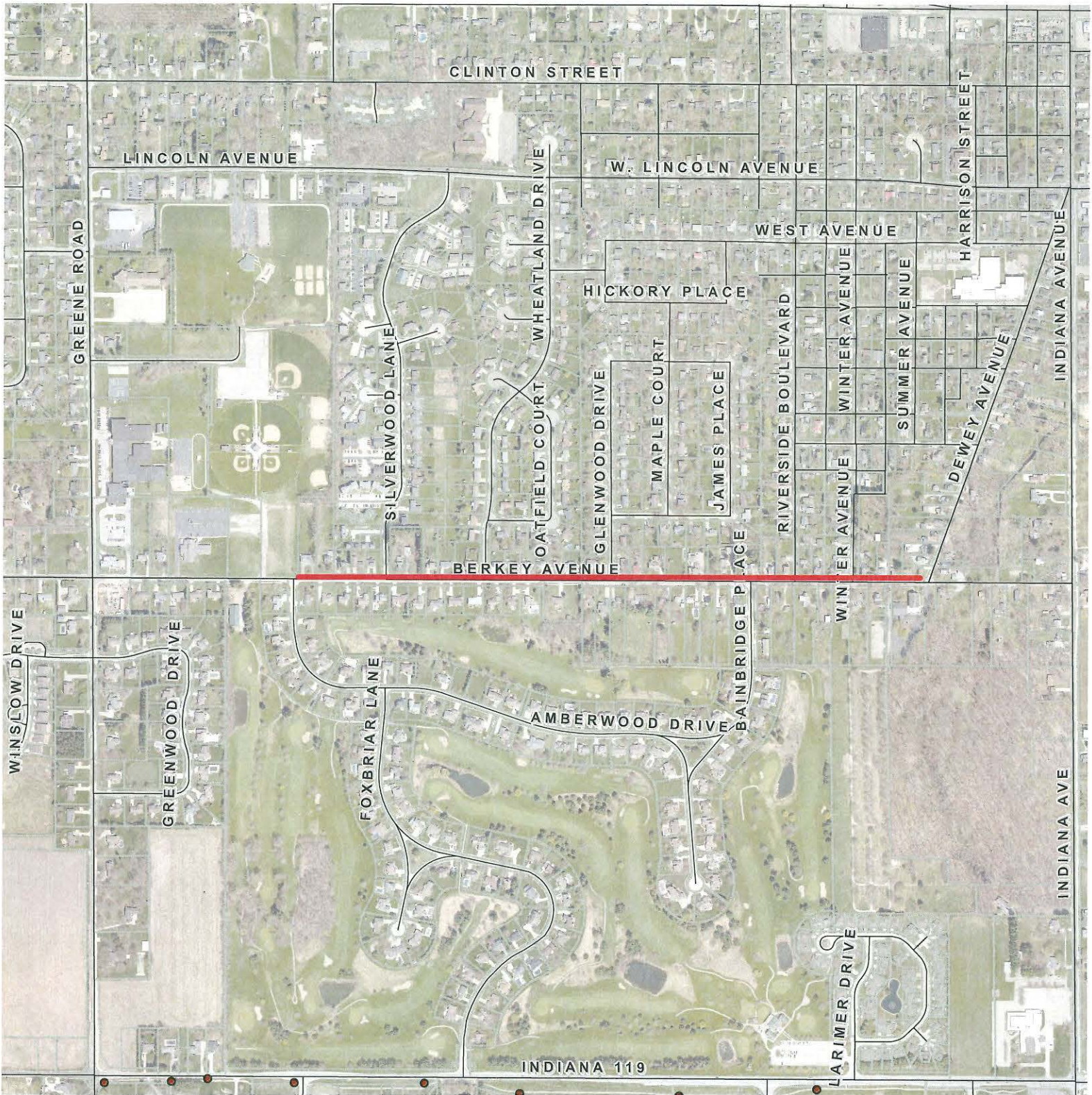
Requested Motion: Approve lane restriction on Berkey Avenue, see attached location map, beginning June 02 through June 08, 2021.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

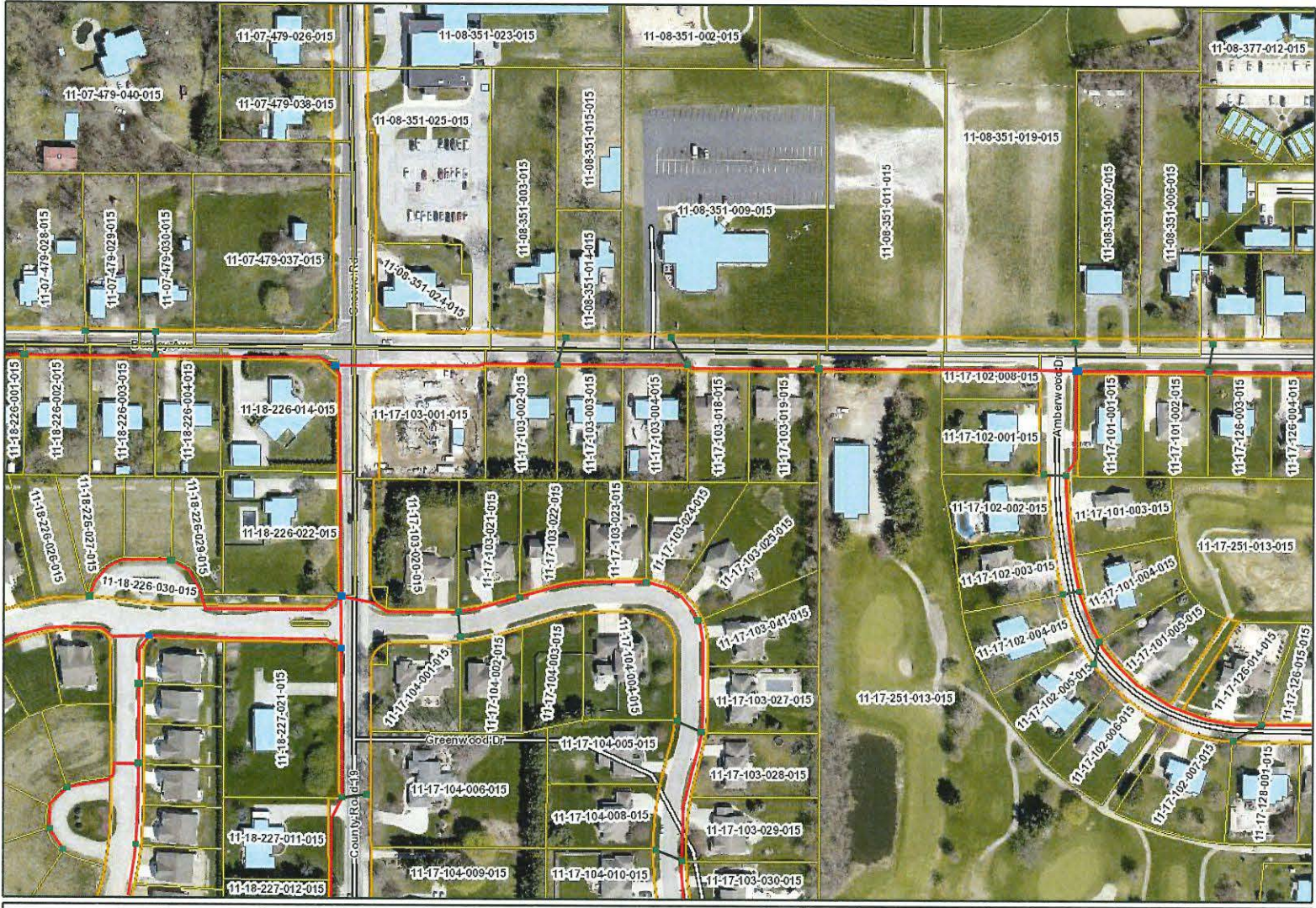
Mary Nichols, Member

Michael Landis, Member



Lane restriction along Berkey Avenue between Amberwood Drive and Dewey Avenue from June 01 thru June 08, 2021. No more than one lane at a time will be restricted.

See Sheet P1



See Sheet P4

Date Printed: 4/26/2021
 Map Generated By: Bobby Haluska

Coordinate grid is based on Indiana East State Plane Coordinate System 1983 North American Datum.

Information shown on this map is not warranted for accuracy or merchantability. Reproduction or distribution of this material is not authorized without the express written permission of MACOG.



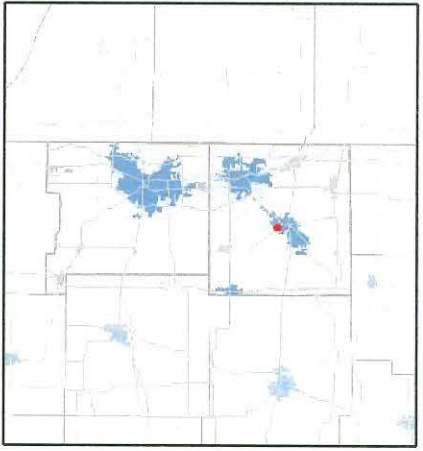
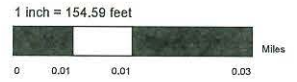
Surfair Wireless

Goshen North Phase 1

Legend

- SJC Parcel Dimensions
- SJC Parcels
- ELK Right-of-Way
- Road
- Railroad
- ELK Parcels
- SJC Street
- ELK Street
- Building Footprint
- Railroad
- Abandoned Railroad
- Road Centerline
- Railroad Bridge
- Roadway Bridge

See Sheet P5



Surfair Wireless

Goshen North Phase 1

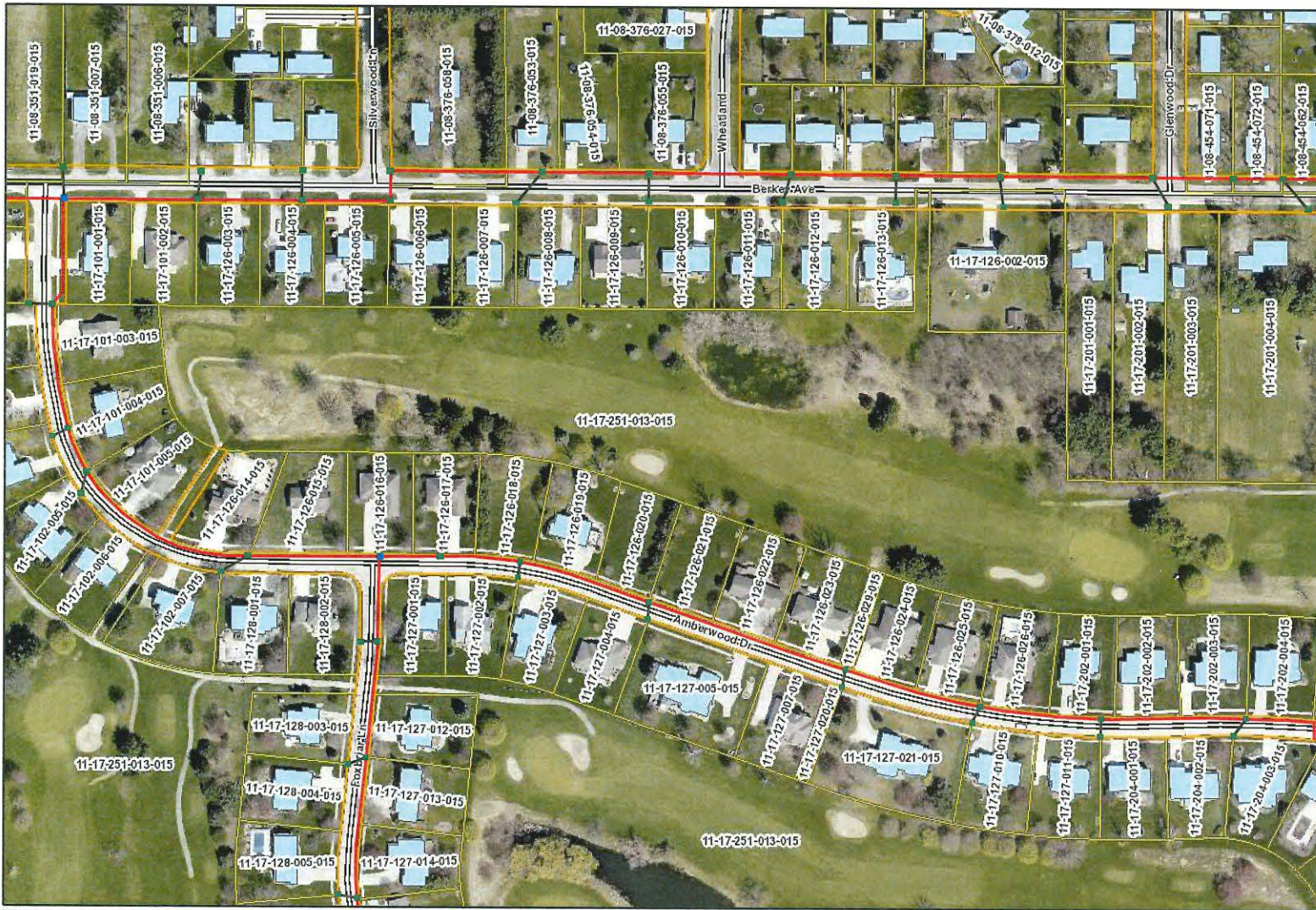
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See Sheet P8



1 inch = 154.59 feet



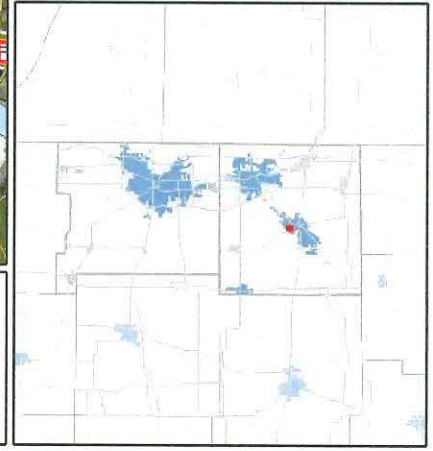
See Sheet P3

See Sheet P6

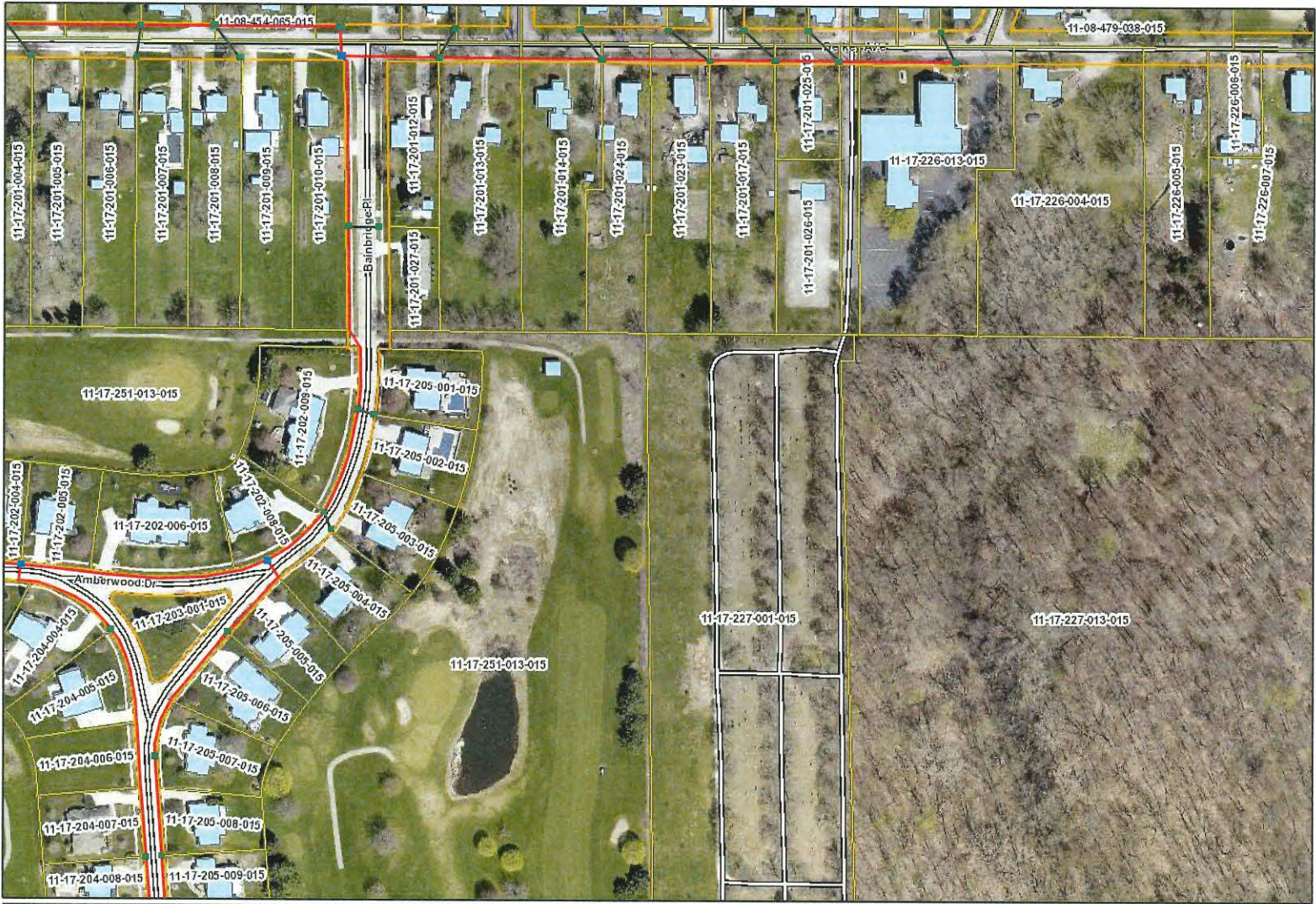
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See Sheet P5



See Sheet P9

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Surfair Wireless

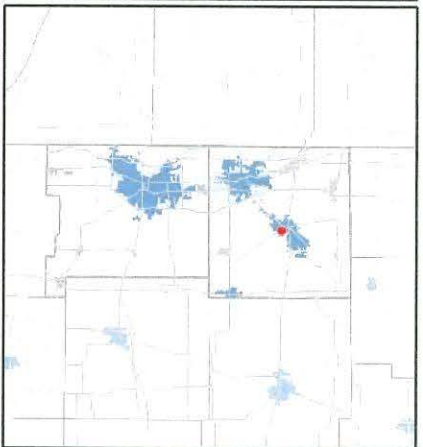
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Legend

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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **16TH STREET RECONSTRUCTION
(JN: 2020-0038)**

DATE: June 1, 2021

Attached are three Right of Entry agreements for the above project. In order to better transition between the new roadway and existing property the contractor will need to extend the new driveway beyond the existing right of way. See attached agreements and drawings.

Requested Motion: Approve Agreements by signing the Right of Entry for 1405 S. 16th St., 1301 College Ave. and 1306 Cedarbrook Court.

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on this ____ day of _____, 2021, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Board of Public Works and Safety, hereinafter referred to as "City," and the Mennonite Church Buildings, Inc., hereinafter referred to as "Property Owner".

WHEREAS, the Property Owner's property has a driveway, which has been identified for modification under the "Sixteenth Street Reconstruction, Project No. 2020-0038," hereinafter referred to as the "Project."

WHEREAS, it is necessary for the City to modify the driveway as part of the Project, and the City needs to obtain from Property Owner a temporary right of entry on its real property for the purpose of proceeding with the Project.

WHEREAS, the Property Owner is willing to grant to the City a temporary right of entry and its agents and contractors to allow entry upon the real property described below for the purpose of modifying a driveway.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City and its employees, agents, and contractors the right to enter upon real property depicted on Exhibit A attached hereto, generally located at 1301 College Avenue, in the City of Goshen, Elkhart Township, State of Indiana, and more particularly described as follows:

A part of the Southeast Quarter of Section 15, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter; thence North 89 degrees 43 minutes East along the South line of said Southeast Quarter and the centerline of College Avenue, a distance of 603.14 feet; thence North 1 degree 00 minutes West, a distance of 50.00 feet to an iron pipe marking the intersection of the North line of College Avenue with the East line of Sixteenth Street and the point of beginning of this description; thence continuing North 1 degree 00 minutes West along the East line of said Sixteenth Street, a distance of 200.00 feet; thence North 89 degrees 43 minutes East parallel to the South line of said Southeast Quarter, a distance of 75.55 feet to a rebar; thence South 1 degree 07 minutes 45 seconds East along the East face of a brick and concrete block building and the extension thereof, a distance of 200.00 feet to a rebar on the North line of aforesaid College Avenue; thence South 89 degrees 43 minutes West along the North line, a distance of 76.00 feet to the point of beginning of this description.

Subject to any and all easements, agreements and restrictions of records.
The address of such real estate is commonly known as 1301 College Avenue Goshen,
Indiana 46526

Being a part of Parcel Number 11-15-453-022-015.
Hereinafter referred to as "Real Property."

2. The term of this right of entry shall terminate one (1) year from the execution of this right of entry agreement or upon completion of work on the Project on the Real Property, whichever occurs first.

3. This right of entry shall permit the City and its employees, agents, and contractors to enter upon the Real Property for the purpose of proceeding with the Project and to do such acts thereon as would be permitted if the real estate had actually been acquired by City. City agrees to perform the work in a manner that eliminates disruption to Property Owner's day to day operations as much as is reasonably possible. City agrees to indemnify Property Owner for any loss or damage to any of Property Owner's real estate or fixtures located outside the above described area arising out of or in connection with the work under the Project.

4. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

5. In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

6. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

7. 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.

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

9. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between City and Property Owner.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

[Signatures on following page.]

City of Goshen, Indiana
Board of Public Works and Safety

Mennonite Church Buildings, Inc.

Jeremy P. Stutsman, Mayor

By: *Leigh Ann Prosecki*
Printed: Leigh Ann Prosecki
Its: *AMP*

Michael A. Landis, Member

Date: 5-24-21

Mary Nichols, Member

Date: _____

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Being a part of Parcel Number 11-15-453-022-015.
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Board of Public Works and Safety

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Jeremy P. Stutsman, Mayor

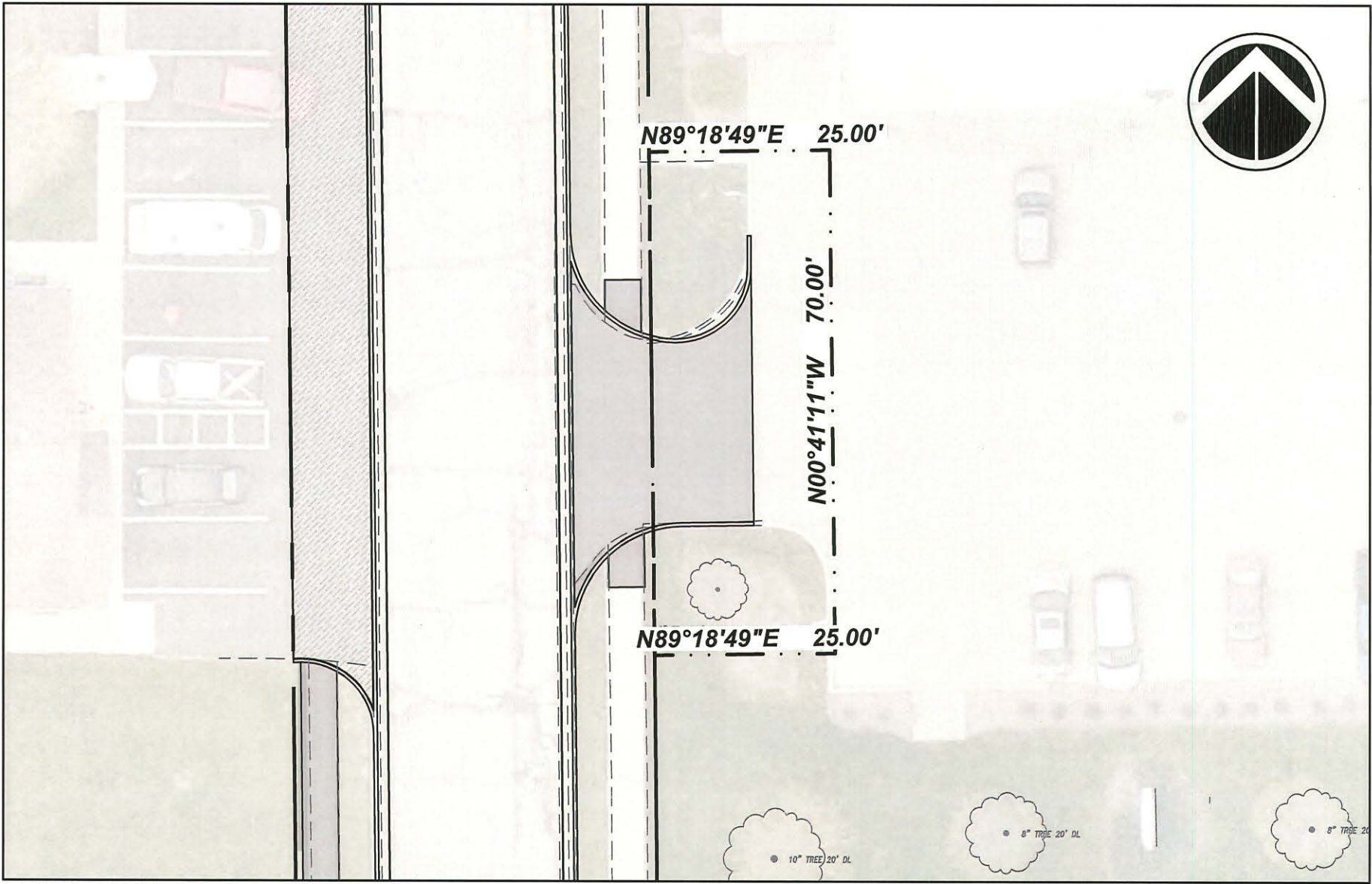
By *Leigh-Anne Rosecki*
Printed: Leigh-Anne Rosecki
Its: AW

Michael A. Landis, Member

Date: 5-24-21

Mary Nichols, Member

Date: _____



The City Of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626

MENNONITE CHURCH BUILDINGS, INC.
 1301 COLLEGE AVENUE

RIGHT-OF-ENTRY SUPPORT DOCUMENT

Project Number: 2020-0038	
Designed By: J. Hoffman	Approved By: J. Corwin
Drafted By: J. Hoffman	Date: 02/25/2021
Scale: 1" = 20'	
X-2525	

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on this ____ day of _____, 2021, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Board of Public Works and Safety, hereinafter referred to as "City," and, Raymond Delagrang and Elma Delagrang, hereinafter referred to as "Property Owner".

WHEREAS, the Property Owner's property has a driveway, which has been identified for modification under the "Sixteenth Street Reconstruction, Project No. 2020-0038," hereinafter referred to as the "Project."

WHEREAS, it is necessary for the City to modify a driveway as part of the Project, and the City needs to obtain from Property Owner a temporary right of entry on its real property for the purpose of proceeding with the Project.

WHEREAS, the Property Owner is willing to grant to the City a temporary right of entry and its agents and contractors to allow entry upon the real property described below for the purpose of modifying a driveway.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City and its employees, agents, and contractors the right to enter upon real property depicted on Exhibit A attached hereto, generally located at 1405 S. 16th Street, in the City of Goshen, Elkhart Township, State of Indiana, and more particularly described as follows:

Lot Numbered Two Hundred Twenty (220) in Gorham's Sixth Addition to the City of Goshen, lying in the Southeast Quarter of Section 15, Township 36 North, Range 6 East, Elkhart County, Indiana

The address of such real estate is commonly known as 1405 S. 16th Street Goshen, Indiana 46526

Being a part of Parcel Number 11-15-404-026-015.
Hereinafter referred to as "Real Property."

2. The term of this right of entry shall terminate one (1) year from the execution of this right of entry agreement or upon completion of work on the Project on the Real Property, whichever occurs first.

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agrees to perform the work in a manner that eliminates disruption to Property Owner's day to day operations as much as is reasonably possible. City agrees to indemnify Property Owner for any loss or damage to any of Property Owner's real estate or fixtures located outside the above described area arising out of or in connection with the work under the Project.

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City of Goshen, Indiana
Board of Public Works and Safety

Raymond Delagrang and Elma Delagrang

Jeremy P. Stutsman, Mayor

By Elma Delagrang
Printed: Elma Delagrang
Its: ED

Michael A. Landis, Member

Date: May 21, 2021

Mary Nichols, Member

By Raymond Delagrang
Printed: RAYMOND DELAGRANG
Its:

Date: _____

Date: May 21-2021

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Being a part of Parcel Number 11-15-404-026-015.
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[Signatures on following page.]

City of Goshen, Indiana
Board of Public Works and Safety

Raymond Delagrang and Elma Delagrang

Jeremy P. Stutsman, Mayor

By Elma Delagrang
Printed: Elma Delagrang
Its: ED

Michael A. Landis, Member

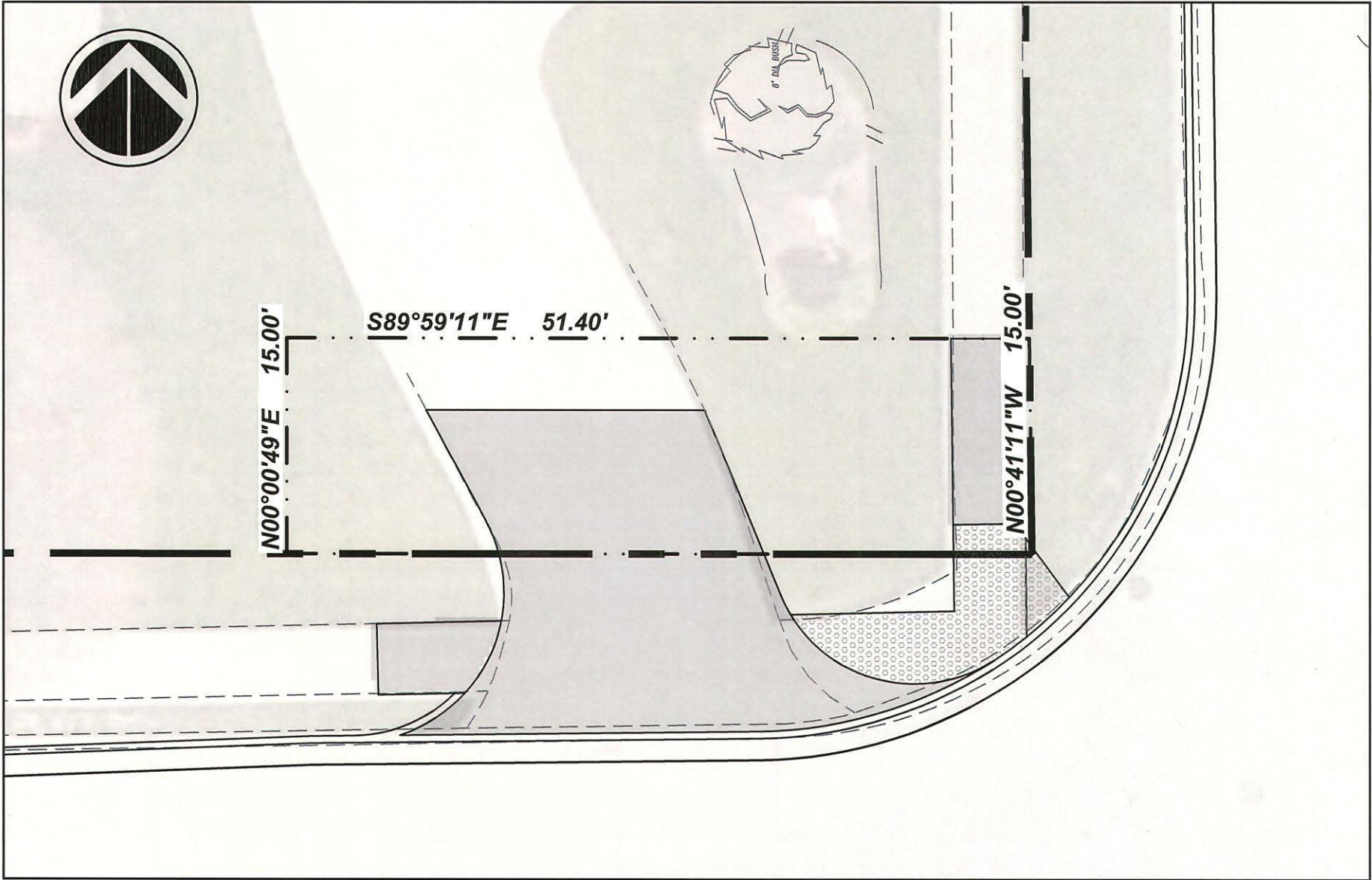
Date: May 21, 2021

Mary Nichols, Member

By Raymond Delagrang
Printed: RAYMOND DELAGRANG
Its:

Date: _____

Date: May 21 2021



The City Of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8626

1405 SOUTH 16TH STREET

RIGHT-OF-ENTRY SUPPORT DOCUMENT

Project Number: 2020-0038	
Designed By: J. Hoffman	Approved By: J. Corwin
Drafted By: J. Hoffman	Date: 02/25/2021
Scale: 1" = 10'	
X-2525	

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THIS RIGHT OF ENTRY AGREEMENT is entered into on this ____ day of _____, 2021, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Board of Public Works and Safety, hereinafter referred to as "City," and the Efficient Property Management, hereinafter referred to as "Property Owner".

WHEREAS, the Property Owner's property has a driveway, which has been identified for modification under the "Sixteenth Street Reconstruction, Project No. 2020-0038," hereinafter referred to as the "Project."

WHEREAS, it is necessary for the City to modify the driveway as part of the Project, and the City needs to obtain from Property Owner a temporary right of entry on its real property for the purpose of proceeding with the Project.

WHEREAS, the Property Owner is willing to grant to the City a temporary right of entry and its agents and contractors to allow entry upon the real property described below for the purpose of modifying a driveway.

NOW, THEREFORE, City and Property Owner agree as follows:

Property Owner grants City and its employees, agents, and contractors the right to enter upon real property depicted on Exhibit A attached hereto, generally located at 1306 Cedarbrook Court, in the City of Goshen, Elkhart Township, State of Indiana, and more particularly described as follows:

A part of the southeast quarter (SE ¼) of section fifteen (15), Township thirty-six (36) north, Range six (6) east, Elkhart County, Indiana more particularly described as follows:

Tract I:

Lot Number Two Hundred Twenty-five (225) as the said Lot is known and designated on the recorded Plat of GORHAM'S SIXTH SUBDIVISION, an Addition to the City of Goshen; said Plat being recorded in Plat Book 13, page 98, in the Office of the Recorder of Elkhart County, Indiana.

Tract II:

Also commencing at a stone marking the southwest (SW) corner of the southeast quarter (SE ¼) of section fifteen (15), Township thirty six (36) north, Range six (6) east, Elkhart County, Indiana; thence north eighty nine (89) degrees forty two (42) minutes east along the south line of said quarter section line and along the center line of College Avenue, six hundred three and one tenth (603.10) feet; thence north one (1) degree west, three hundred

sixty (360) feet to an iron stake marking the southwest (SW) corner of Lot Number 225 of said above mentioned subdivision; thence north eighty nine (89) degrees forty-three (43) minutes east, one hundred fifty (150) feet to an iron stake marking the southeast (SE) corner of Lot Number 225 of said above mentioned subdivision and the place of beginning of this description; thence north one (1) degree west, two hundred twenty five and eighteen hundredths (225.18) feet; thence south eighty nine (89) degrees thirty (30) minutes west, one hundred fifty (150) feet; thence north one (1) degree west, fifty (50) feet; thence north eighty nine (89) degrees thirty (30) minutes east, one hundred fifty (150) feet; thence north eighty nine (89) degrees forty two (42) minutes east, two hundred sixty (260) feet; thence south one (1) degree east, two hundred seventy five and eighteen hundredths (275.18) feet; thence south eighty nine (89) degrees forty two (42) minutes west, two hundred sixty (260) feet to the place of beginning of this description.

Subject to an easement of ten (10) feet along the south line of both Tract I and Tract II described above for utilities.

Subject to taxes. Subject to public highways. Subject to all easements and restrictions of record.

The description of Tract II above includes a 50'x150' strip which was formerly a dedicated street known as McClain Place, and which is now vacated.

The address of such real estate is commonly known as 1306 Cedarbrook Court Goshen, Indiana 46526

Being a part of Parcel Number 11-15-453-018-015.
Hereinafter referred to as "Real Property."

1. The term of this right of entry shall terminate one (1) year from the execution of this right of entry agreement or upon completion of work on the Project on the Real Property, whichever occurs first.

2. This right of entry shall permit the City and its employees, agents, and contractors to enter upon the Real Property for the purpose of proceeding with the Project and to do such acts thereon as would be permitted if the real estate had actually been acquired by City. City agrees to perform the work in a manner that eliminates disruption to Property Owner's day to day operations as much as is reasonably possible. City agrees to indemnify Property Owner for any loss or damage to any of Property Owner's real estate or fixtures located outside the above described area arising out of or in connection with the work under the Project.

3. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

4. In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

5. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

6. 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.

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

8. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between City and Property Owner.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

City of Goshen, Indiana
Board of Public Works and Safety

Efficient Property Management

Jeremy P. Stutsman, Mayor

By Jaclyn Miller
Printed: Jaclyn Miller
Its: JM

Michael A. Landis, Member

Date: 5/24/21

Mary Nichols, Member

Date: _____

RIGHT OF ENTRY AGREEMENT

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Board of Public Works and Safety

Efficient Property Management

Jeremy P. Stutsman, Mayor

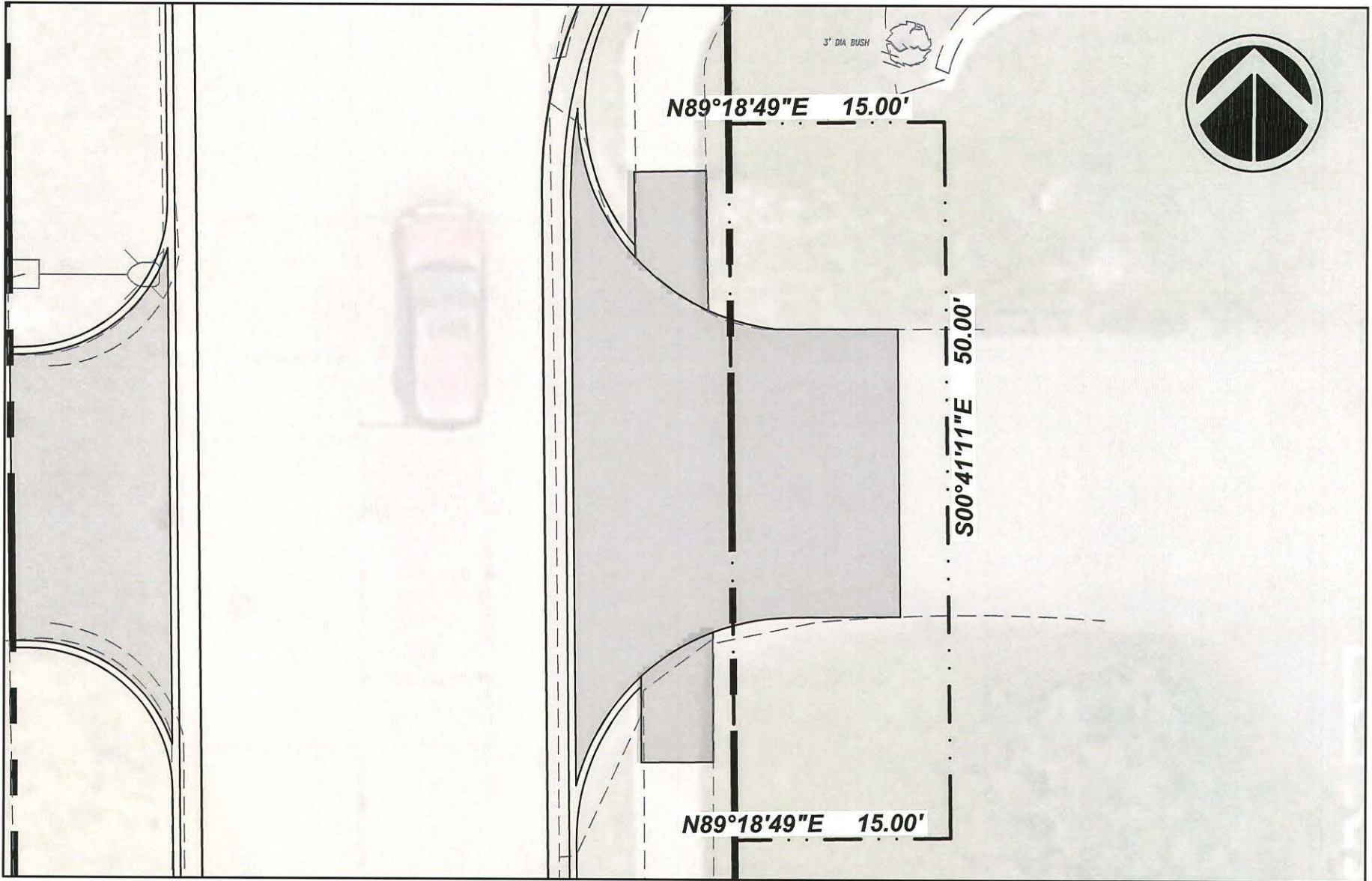
By Jaclyn Miller
Printed: Jaclyn Miller
Its: JM

Michael A. Landis, Member

Date: 5/24/21

Mary Nichols, Member

Date: _____



The City Of Goshen
 Department of Public Works & Safety
 Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626

CEDARWOOD APARTMENTS
1306 CEDARBROOK COURT

RIGHT-OF-ENTRY SUPPORT DOCUMENT

Project Number: 2020-0038	
Designed By: J. Hoffman	Approved By: J. Corwin
Drafted By: J. Hoffman	Date: 02/25/2021
Scale: 1" = 10'	
X-2525	