



MINUTES of May 10, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis

Absent: None

Kid Mayor Monica Pierce was sworn in by Mayor Jeremy Stutsman.

Kid Mayor Pierce called the meeting to order.

Mayor Stutsman suggested adding a Conditional Offer of Employment for Paige E. Hershberger to the agenda.
(*Exhibit A*)

Nichols/Landis moved to approve the agenda as amended. Passed 3-0

Minutes of March 22 and May 3 were presented.

Nichols/Landis moved to approve the minutes of March 22 and May 3, 2021 as presented. Passed 3-0

American Waterworks Association: 2020 Large Wastewater System Operator of the Year

Ben Eldridge, Superintendent of Water Utilities for the Town of Millersburg, presented the award to Goshen Wastewater Superintendent Jim Kerezman.

No formal action was taken.

Conditional Offer of Employment for Kraig R. Caridine, Kaleb E. Rucker and Paige E. Hershberger

Legal Compliance Administrator Shannon Marks presented the packet memos.

Nichols/Landis moved to extend a conditional offer of employment to Kraig R. Caridine, Kaleb E. Rucker and Paige E. Hershberger as probationary patrol officers and move to approve and execute the Conditional Offer of Employment Agreements with Kraig R. Caridine, Kaleb E. Rucker and Paige E. Hershberger. Passed 3-0



Driveway Width Variance Request: Peddler's Village Road

Debra Hughes, Professional Senior Engineer for Marbach, Brady and Weaver, Inc. presented the request.

Nichols/Landis moved to approve the driveway width to be increased to 45.5 feet at the right-of-way at 2611 Peddlers Village Road. Passed 3-0

Request for Road Closures for Garage Relocation

Petitioner Dale Klassen presented the request.

Discussion on alternative routes, procedure on street parked cars, safety guidelines and specific dates and time frame.

Nichols/Landis moved to approve the road closure from College Ave to 15th Street and Plymouth Street for one hour from 8 a.m. to 1 p.m. to move a garage. Petitioner will coordinate with Utilities, Street Department and the Police Department; add the City as an additional insured on the petitioner's policy. Passed 3-0

Invoice Cloud / Paymentech / Chase Forms and Agreement

Clerk-Treasurer Adam Scharf presented the packet memo.

Nichols/Landis moved to approve the agreements and forms related to the onboarding process for Invoice Cloud, Inc. and authorize the Clerk-Treasurer to sign. Passed 3-0

Agreement with Spacemaker Self Storage, Inc. for Temporary Records Storage

Scharf presented the packet memo.

Nichols/Landis moved to approve the agreements with Spacemaker Self Storage, Inc. for up to four storage units, with monthly aggregate rental cost not to exceed \$340/month, and ratify the Clerk-Treasurer's signature. Passed 3-0



Lane Restrictions on Greene Road, JN: 2021-0002

Director of Public Works Dustin Sailor presented the packet memo.

Sailor explained that the repair is due to lack of proper expansion mechanism at time of installation.

Nichols/Landis moved to approve the Greene Road partial lane restrictions between Plymouth Avenue and Berkey Avenue for the sidewalk and curb and gutter improvements Monday May 10 to Friday May 21, 2021. Passed 3-0

Right of Entry: 801 South 9th Street, JN: 2011-0052

Sailor presented the packet memo.

Nichols/Landis moved to approve the Right of Entry Agreement with Carlos Orellana for the installation of a drywell and concrete pavement by the Water and Sewer Special Operations Team to address a drainage issue on the property located at 801 South 9th Street. Passed 3-0

Right of Entry: 1330 East Douglas Street, JN: 2020-007

Sailor presented the packet memo.

Nichols/Landis moved approve the right-of-entry agreement to allow removal of a drywell at 1330 East Douglas Street. Passed 3-0

Historic Southside Neighborhood Cleanup Trash Trailer Fee

Scharf presented the packet memo.

Nichols/Landis moved to approve the reduction of the trash trailer fee from \$75 to \$35 for Historic Southside Neighborhood Association for the clean-up days on June 5 and 6, 2021. Passed 3-0

Privilege of the Floor

No one spoke.

Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 3-0



Adjournment at 2:39 p.m.

Exhibit A: Conditional Offer of Employment for Paige E. Hershberger. (4 pages)

APPROVED

A handwritten signature in black ink, appearing to be "J. Staatsman", written over a horizontal line.

Jeremy Staatsman, Chair

A handwritten signature in black ink, appearing to be "Michael A. Landis", written over a horizontal line.

Michael Landis, Member

A handwritten signature in black ink, appearing to be "Mary Nichols", written over a horizontal line.

Mary Nichols, Member

ATTEST

A handwritten signature in black ink, appearing to be "Adam Scharf", written over a horizontal line.

Adam Scharf, Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

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May 10, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Conditional Offer of Employment to and Agreement with
Paige E. Hershberger

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Paige E. Hershberger and approve and execute the attached Conditional Offer of Employment Agreement. The agreement sets forth the conditions that Paige E. Hershberger must meet prior to beginning employment with the Goshen Police Department as a probationary patrol officer, and requires Paige to successfully complete all training requirements once employed. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Police Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Paige E. Hershberger as a probationary patrol officer.
- (2) Move to approve and execute the Conditional Offer of Employment Agreement with Paige E. Hershberger.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety (City), and Paige E. Hershberger (Hershberger).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Hershberger employment as a probationary patrol officer of the Goshen City Police Department. Hershberger accepts City's conditional offer of employment. City does not have a current position available in the Goshen City Police Department. City and Hershberger understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen City Police Department rank and file must exist. Hershberger understands that currently no vacancy exists in the rank and file of the Police Department. Although the Police Department is initiating the pension physical and psychological testing, Hershberger understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Hershberger must submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Hershberger understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Hershberger to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Hershberger's expense.
- (4) InPRS will determine whether Hershberger has any Class 3 excludable conditions. Hershberger understands that if InPRS finds that Hershberger has any Class 3 excludable conditions, Hershberger will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Hershberger's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Hershberger understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

City will confirm its offer of employment to Hershberger if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen City Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Hershberger accepts City's withdrawal and this agreement shall be terminated.

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment, Hershberger is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Hershberger agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Hershberger's first day of employment with City.
- (2) As a further condition of employment, City shall require and Hershberger agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Hershberger agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Hershberger will be paid for the time Hershberger spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Hershberger fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Hershberger's first day of employment with City, Hershberger's employment with City and the Goshen City Police Department shall terminate.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approved by the Goshen Board of Public Works and Safety.

SEVERABILITY

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

INTEGRATION

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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

Paige E. Hershberger
Paige E. Hershberger

Jeremy P. Stutsman, Mayor

Date: 05/10/2021

Michael A. Landis, Member

Mary Nichols, Member

Date: _____