



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. October 25, 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: October 18, 2021

Approval of Agenda

- 1) PD: Promotion of Jared Ellison, Lieutenant
- 2) Model Elementary Request to Place Banners (Tami Hicks)
- 3) Bond Issuance Advisory Services with Baker Tilly US
- 4) Unpaid Final Accounts
- 5) Concrete Paving Project – Balancing Change Order No. 1 (JN: 2021-0002)
- 6) Change Order No. 3 for Douglas, Reynolds, and 16th Streets Project (JN: 2020-0017)

Privilege of the Floor

Approval of Civil City and Utility Claims

Hearing for Scott McCrindle

Adjournment



MINUTES OF OCT. 18, 2021 REGULAR MEETING

BOARD OF PUBLIC WORKS & SAFETY

Convened at 2:01 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Board members Mike Landis, DeWayne Riouse and Barb Swartley

Absent: Mayor Jeremy Stutsman and Mary Nichols

Call to Order: Acting Chair Mike Landis called the meeting to order at 2:01 p.m.

Review/approval of Minutes: The minutes of the Oct. 11, 2021 meeting of the Board of Works & Safety and Stormwater Board were presented. Board member Riouse moved to approve the minutes as presented and the motion was seconded by Board member Swartley. Motion passed 3-0.

Review/approval of Agenda: Acting Chair Landis presented the Board agenda with added item #8 from the Clerk-**Treasurer's Office** – an agreement for the Bank of New York Mellon Trust Company to serve as paying agent and registrar for the **City's General Obligation Bond for 2021**. Riouse moved to approve the agenda with the added agenda item and the motion was seconded by Swartley. Motion passed 3-0.

1) Variance request for gravel driveway at 400 Marilyn Avenue (Allan Kauffman)

Allan Kauffman of Goshen requested **relief from the City's requirement for hard surface driveways and parking spaces**, at 400 Marilyn Avenue in Goshen. Kauffman said the Board of Zoning Appeals approved a variance to allow two parking spaces perpendicular to Mayflower Place, on the south side of the tree beside the garage driveway. The City Planning Office has said the gravel single parking space at 1805 Mayflower can continue as is, since it has existed for many years. Kauffman said the proposal is to define the parking areas at both addresses with landscaping timbers and cover existing stones with fine gravel or product like is used on City bike/pedestrian paths. Kauffman said adjacent neighbors do not oppose the proposal. He added that **defined parking spaces will be set back 22' from the property line next door**. Kauffman said **the "uncontrolled"** parking will be rectified and the pontoon boat on the site will be relocated.

Assistant Planning & Zoning Administrator Rossa Deegan said the only issue before the Board of Works & Safety was the request for a gravel driveway in the front yard of 400 Marilyn Avenue. Deegan said the Board of Zoning Appeals last month approved a parking area at the site with the dimensions of 18 feet by 25 feet wide. Deegan said there is no record of a City-approved driveway at the location and the city Planning Office staff has no opinion on **Kauffman's request for a variance from the hard surface driveway requirement**.

In response to questions from Landis, Kauffman said it would be hardship for the property owners to install a hard-surface driveway. Kauffman also said the additional parking area was requested by residents so that visitors could have an off-street place to park their vehicles because street parking at the location could impede traffic.



City of Goshen Director of Public Works and Utilities Dustin Sailor gave the Board a memorandum describing the **Engineering Department's opposition to the request for a non-durable surface** at 400 Marilyn Avenue and 1805 Mayflower Place (*EXHIBIT 1*).

Sailor told the Board the non-durable driveway should be denied for several reasons. He said that both existing properties – 400 Marilyn Avenue and 1805 Mayflower Place – were under the same ownership until recently and that the current transfer of ownership would have been **the appropriate time for the property to meet the Board's hard surface parking area policy**. Sailor also objected to the proposed width of the new driveway. And Sailor stated that 400 Marilyn Avenue currently has a durable hard surface driveway and that a second non-conforming driveway on the street should not be approved.

Kauffman responded that the applicants are seeking two parking spaces and not a driveway. Kauffman said that there are already other gravel driveways in the neighborhood and the new parking spaces will be attractive. Board members asked additional clarifying questions of Kauffman and Sailor and heard additional comments for and against the request from them.

City Attorney Bodie Stegelmann advised the Board to weigh four major factors in deciding the request, including whether allowing a non-durable driveway surface would encourage other such requests in the neighborhood and whether applicants had access to sufficient on-street parking. Other factors include whether the applicant has a one or multiple-lane driveway, and whether requiring a durable surface driveway would be unrealistic and excessive. Stegelmann also said the Board should consider the unique attributes of the property and determine whether granting the request would not be injurious to the general health, safety and welfare and would not affect the aesthetic appeal of the neighborhood in an adverse manner.

After further discussion on the length and width of the parking area, Board members decided to move forward and grant the request. Kauffman emphasized that on-street parking by residents and visitors could impede traffic. Landis/Riouse moved to allow a non-durable parking area at 400 Marilyn Avenue to a maximum depth of 25 feet and the width as approved by the Board of Zoning Appeals due to a lack of on-street parking for residents and the existence of a gravel off-street parking area adjacent to the property that was installed by the City. Motion passed 3-0.

2) Electrical licensure request for Isaac Reed

City Building Commissioner and Commercial Building Inspector Myron Grise asked the Board to approve a City of Goshen Electrical License for Isaac Reed of SunTech Solar in Middlebury. Grise said Reed has met the requirements for a City electrical license. Specifically, Grise said Reed took the required Prometric exam on Oct. 24, 2016 and received a passing core of 86 percent. Grise added that Reed holds a valid electrical license from the City of Elkhart and was requesting a reciprocal license from the City of Goshen.

Riouse/Swartley moved to approve a City of Goshen Electrical License for Isaac Reed of SunTech Solar in Middlebury. Motion passed 3-0.

3) CDBG payable mortgages for program year, activity #137

City Community Development Specialist Meaghan Bylsma asked the Board to approve the release of the two outstanding CDBG loans from Program Year 2005, Activity #137.



Bylsma said a review showed there were two remaining CDBG installment payable loans on file from Program Year 2005 – Project #1, which has an outstanding balance of \$1,202.97, and Project #2, which has an outstanding balance of \$2,696.00. By way of background, beginning in Program Year 2006, the CDBG owner-occupied rehabilitation program transitioned from utilizing installment payable and forgivable loans to primarily deferred mortgage loans for participating properties. Deferred loans are interest-free and payable in full once the property is sold or otherwise vacated by the owner. Funds collected are then returned to the CDBG. In response to a question from Swartley, Bylsma said it would not be cost-effective to attempt to collect funds on the accounts.

Riouse/Swartley moved to approve the release of the two outstanding CDBG loans from Program Year 2005, Activity #137. Motion passed 3-0.

4) Westoria Subdivision, Phase 8, acceptance of drainage plan (JN: 2021:2021-2002)

City of Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to approve the drainage plan for the Westoria Subdivision, Phase 8 (JN: 2021-2002). **Sailor said the City's Engineering Department has reviewed the drainage plan for the Westoria Subdivision, Phase 8, which is located west of Greene Road and between Berkey Avenue (to the north) and Plymouth Avenue (to the south). He said the revised drainage plan amends the original overall drainage plan for the development. Sailor said as designed, Phase 8 of the development will utilize three retention basins and one pond that will provide 3.76 acre-feet of stormwater storage. Sailor asked that the record show that "the City of Goshen in no way guarantees the proposed drainage improvements will adequately function as designed by the developer's licensed professional. Additionally, the City accepts no liability in conjunction with the acceptance of the drainage plan." Sailor added, "If the drainage plan's piping and or stormwater impoundments are found to underperform following construction, the City will seek remedial action be taken by the developer."** In response to a question from Swartley, Sailor said that the City now notes for the record its position regarding possible liability in case property owners later complain about flooding issues.

Riouse/ Swartley moved to approve the drainage plan for the Westoria Subdivision, Phase 8 (JN: 2021-2002). Motion passed 3-0.

5) Cash farm lease agreement with Leonard Emery

Shannon Marks, a paralegal with the city Legal Department, asked the Board to approve and authorize the Deputy Mayor to execute the Cash Farm Lease Agreement with Leonard Emery. Marks said the agreement with Emery is for a tract of real estate located southeast of the intersection of Waterford Mills Parkway and Regent Street. Marks said Emery has been leasing this real estate since 2019. Marks said the initial term of this new agreement is for three (3) years and then year to year thereafter unless either party gives the other party notice to terminate by Oct. 15 prior to any subsequent term. The lease rate is \$150 per acre based on five (5) acres of tillable land (\$750 annual cash rent). Riouse/Swartley moved to approve and authorize the Deputy Mayor to execute the Cash Farm Lease Agreement with Leonard Emery. Motion passed 3-0.

6) Payment agreement with Adam W. Piesker

Shannon Marks, a paralegal with the city Legal Department, asked the Board to approve the terms and conditions and authorize the Deputy Mayor to execute the Payment Agreement with Adam W. Peisker to reimburse the City \$1063.71.



Marks said the City and Adam Peisker entered into a Conditional Offer of Employment Agreement on or about Aug. 3, 2020, in which Peisker agreed to enroll in a paramedic training course when instructed to do so and successfully complete the paramedic training course within 24 months of the first day of class. The City paid \$3464.27 to Ivy Tech Community College for Peisker to attend paramedic training. However, Peisker withdrew from the paramedic training class for personal reasons. Marks said Ivy Tech Community College has refunded \$2,400.56 of the cost of the paramedic training course leaving a balance of \$1063.71 due to the City. Marks reported that Peisker will be enrolling in another paramedic training course. Marks said Peisker is requesting to reimburse the City the \$1063.71 balance of the cost of the initial paramedic training by making payments, with the final payment due on or before Dec. 27, 2021. Riouse/ Swartley moved approve the terms and conditions and authorize the Deputy Mayor to execute the Payment Agreement with Adam W. Peisker to reimburse the City \$1063.71. Motion passed 3-0.

7) Resolution 2021-28: Proactive Investigation Team (PIT) Funds

Goshen City Attorney Bodie Stegelmann asked the Board to approve the Policy for Disbursement of Proactive Investigation Team (P.I.T.) Funds, a copy of which was attached to and made a part of this resolution. By way of background, money in the Proactive Investigative Fund will be used by **the Goshen Police Department's PIT Team** in covert operations for the purpose of purchasing equipment necessary for operations; funding confidential sources; paying for reasonable, necessary services related to a Confidential Source; and any other reasonably necessary expenses. The purpose of the policy is to establish procedures for the City of Goshen Police Department to obtain, use and account for Proactive Investigation Team funds. **The City of Goshen Chief of Police, or the Chief's designee** will manage the Proactive Investigative funds account. Employees requesting or utilizing the Proactive Investigative funds account will be expected to adhere to the procedures contained in the policy.

Stegelmann noted the City Council approved the PIT Team program funding and that this resolution will put the policy into effect. In response to a question from Landis, Stegelmann said the Police Department will oversee the spending but must present itemized expenditures to the Clerk-**Treasurer's Office to receive funds.**

Riouse/Swartley moved to approve the Policy for Disbursement of Proactive Investigation Team (P.I.T.) Funds, a copy of which was attached to and made a part of the resolution. Motion passed 3-0.

8) Agreement for Bank of New York Mellon Trust Company to serve as paying agent and registrar for the **city's** 2021 General Obligation Bonds

City of Goshen Deputy Clerk-Treasurer Jeffery Weaver asked the Board to approve an agreement by the Clerk-Treasurer to allow Bank of New York Mellon Trust Company to serve as paying agent and registrar for the **City's** 2021 General Obligation Bonds. Weaver said that the bank will charge a \$375 annual fee and a \$150 good faith deposit. He said the \$3.5 million bond, which will pay for improvements to city buildings and facilities, will be repaid by 2031. Weaver presented the Board with a written request and an attached agreement (*EXHIBIT 2*).

Swartley/Riouse moved to approve and authorize Clerk-Treasurer Richard Aguirre to executive the agreement with Bank of New York Mellon Trust Company to serve as paying agent and registrar for the **City's 2021** General Obligation Bond. Motion passed 3-0.

Privilege of the Floor: No one asked to speak.



Board of Works & Safety Order: 803 Arehart Street (Greg Waddell)

By way of background, this matter came before the Board for a hearing TODAY following an Aug. 2, 2021 hearing to review the June 25, 2021 Order of the City of Goshen Building Department. During the Aug. 2 hearing, the City of Goshen Building Department was represented by Code Enforcement Officer Travis Eash. Greg Waddell, the property owner of 803 Arehart Street, was also present at the hearing. Evidence was presented and arguments heard.

The Board of Public Works and Safety, having been advised of the condition of the buildings and/or premises at 803 Arehart Street, found that the present condition of the buildings and/or premises were/are unsafe because the buildings and/or premises were/are in an impaired structural condition that makes it unsafe to a person or property. The Board found that the buildings and/or premises were/are a hazard to the public health and are not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance. In particular, the Board found that the present condition of the buildings and/or premises were/are in violation of the following sections of Title 6, Article 3, Chapter 1 of the Goshen City Code:

1. Bathroom is being used for storage of materials and is not functioning as intended. Fixtures are not accessible and there is no running water to the bathroom (violation of Section 6.3 .1.2 (b)).
2. Bathroom tub/shower is not accessible or in a usable condition due to storage of materials. Tub/shower does not have running water hooked up (violation of Section 6.3.1.2 (c)).
3. Water heater does not appear to be in working order (violation of Section 6.3 .1.2 (f)).
4. Kitchen sink is not accessible due to debris and trash. Kitchen is unsanitary and does not have running water. (violation of Section 6.3.1.2 (a)).
5. Exterior of the property has accumulated debris, trash, tree limbs, and is unsanitary (violation of Section 6.3 .1.6 (b)(l)).
6. The structures on the property are filled with trash and debris blocking the ingress and egress. The house is littered with trash and is in an unsanitary condition (violation of Section 6.3.1.6 (b)(l)).
7. Furniture, appliances, and other bulk items need to be stored inside the premises or disposed of and not on the outside of the property. (violation of Section 6.3.1.6 (b) (5)).
8. The ceiling throughout the house has collapsed or has broken ceiling tiles and needs to be repaired. (violation of Section 6.3.1.1 (6)).
9. Chimney is not secured to the structure and not properly anchored to the house. (violation of Section 6.3.1.1 (z))
10. Garage roof has collapsed causing the entire garage to collapse. The garage is not secure and can be easily accessible and is unsafe. (violation of Section 6.3 .1.1 (p)).
11. Entire premises are being used for storage of materials and there is no clear path for ingress or egress. (violation of Section 6.3. 1.3(d)).
12. The premises are unsafe due to lack of a working electrical system, working plumbing system, and working mechanical system (violation of Section 6.3. I. I (a)).

On Aug. 2, the Board affirmed the original Order of the City of Goshen Building Department and entered an Order directing the property owner, Greg Waddell, to make some immediate signs of progress and repair or rehabilitate the premises and remove debris to allow ingress and egress to the property before Sept. 15, 2021. The Board further ordered property owner Greg Waddell to bring the property into compliance with the Neighborhood Preservation Ordinance by Oct. 18, 2021.



In particular, Waddell was ordered to make the following corrections:

1. All electrical, mechanical, and plumbing in the house needs to be assessed by a licensed electrician, plumber, and mechanical company.
2. Kitchen and bathrooms need to be cleaned and maintained in a sanitary manner.
3. Remove all debris, excessive materials, and trash from premises so that there is no obstructed ingress and egress inside and outside of the property.
4. House needs to be secured and any holes in the ceilings needs to be repaired or the ceiling needs to be replaced.
5. The chimney needs to be repaired so that it is anchored securely to the roof on the house.
6. The garage on the premises must be demolished and all debris removed from the property.

On Oct. 18, 2021, Acting Chair Landis opened the hearing on the Order of the City of Goshen Building Department and swore in city Building Inspector Travis Eash to provide an update on the condition of 803 Arehart Street, Goshen. Eash said that on Oct. 15, 2021, he again inspected the property at 803 Arehart and wrote a report of his findings and took photographs (*EXHIBIT 3*) that showed the current condition of the property.

Eash said, **"Minimal progress has been made from the original Board of Works hearing on Aug. 2, 2021.** The entire house is still filled with trash and debris and used for storage. There is no clear path through the house. The front and back doors open enough to get through, but not easily.

"During my inspection the occupant stated that the basement had standing water so I was unable to inspect that. I **have made it down there prior and it doesn't look like anything is in working order, like water heater or furnace.** However, he (Waddell) stated that he has a quote, **from I believe Church's Heating, to get work done on the premises, but nothing has been scheduled or done yet.'**

Eash said that during the prior Board hearing, Waddell stated that he was getting help from Clubhouse members for the cleanup of the property. However, Eash said the only work that has been started is some exterior landscaping. None of the items on the original Order have been completed.

Eash also said, "The water meter was pulled in March of this year and there hasn't been consistent water usage since 2018. Due to the lack of utilities, accumulation of materials, trash and debris and overall dilapidation of the property and lack of compliance, the Building Department recommends that the property be determined to be unsafe and all structures on the property be demolished."

Eash reviewed with the Board a series of 32 color photographs taken Oct. 15, 2021 that showed the current condition of the premises. The photos showed accumulations of debris throughout the house; little walking space, the unusable kitchen and bathroom, the garage in structural collapse, a damaged carport and the chimney, which is separating from the house.

Eash said that the property owner appears to be trying to address the deficiencies, but is not doing enough.

Greg Waddell, the property owner was sworn in to provide information and answer questions. Waddell said that he has been suffering from an adverse reaction to a flu shot and is awaiting a booster shot for COVID-19.

Waddell said he works five days a week and has been doing what he can to improve his home. Waddell said he has had a sump pump in the basement, and is seeking to reduce the basement flooding.

Waddell said Church Plumbing & Heating has prepared a repair estimate for the furnace and water heater, which was provided to the Board as *EXHIBIT 4*.



Waddell said he has hired a journeyman plumber to begin making repairs. Waddell said he has purchased a storage shed to store items. He said he also has hired a worker, Myron B. Yoder of Elkhart, to help clean the home. Waddell said that his social worker also is helping him. Waddell **said he hasn't been able to restore water service because he owes the City almost \$1,000 to restore service and has a limited income. "I am doing what I can do," he said.**

In response to questions from Riouse and Swartley, Waddell said he has been unable to get help from Clubhouse members. However, he again cited his minimal income as slowing repair work. He said he has cleared portions of the home and can now open doors. He also said a worker is helping him once per week to assemble a storage shed to store items. He said he will continue seeking volunteers to help him. Waddell said he hopes his health will recover soon, so he can get more work done, but it will take more time. Waddell said that he is on a waiting list for Section 8 housing in Elkhart if he must leave his home. He also said he owes \$4,000 in back taxes on the home.

Myron B. Yoder said he has been helping Waddell by cleaning the exterior of the property. Yoder said he is helping assemble a storage shed to store items. In response to questions from Landis, Yoder said he is helping Waddell **once per week. Having never seen the exterior of the home, Yoder said he wasn't sure how long it could take to remove the debris inside the home.**

In response to further questions from Swartley and Riouse, Waddell said he hopes to put usable items from the collapsing garage in the new shed. He said he will be seeking another estimate to repair the plumbing. Waddell said that he has cleaned drains in the bathroom and still hopes to restore water service. Waddell said he is keeping himself clean despite the lack of running water and that the home has no mice or rats because he keeps and feeds **11 "sterile feral cats" outside the home.**

In response to a question from Landis, City Attorney Bodie Stegelmann said the Board had previously ordered completion of six items and none appear to have been started. He said there appears to be a question about whether the structure would be safe, even if it was cleaned of debris. Stegelmann said City staff is recommending demolition and that could be ordered now or at a later date unless the repair conditions are met.

Stegelmann also addressed what would happen since someone has purchased the home at a tax sale. He said the home could sit idle for up to a year.

Landis said he was sympathetic to Waddell, but felt action needed to be taken and he invited a motion to address the situation. Riouse and Swartley suggested 30 more days to address the situation because of the onset of winter. Swartley said it appeared that Waddell would be losing the home soon and that it would be better to find alternate **housing because Waddell didn't have the funds to make the needed repairs.**

Waddell said he still believed he could improve the home and asked for another chance to save a home he has lived in his entire life.

Riouse/Swartley moved to declare that 803 Arehart Street in Goshen is unsafe due to the six deficiencies found by the Board on Aug. 2 and the lack of work to address them and to give Greg Waddell, the owner of 803 Arehart Street in Goshen, 30 more days to bring the premises up to code, and make all the required improvements, or the home will be demolished. Motion passed 3-0.

Landis/Riouse further moved to schedule a follow-up hearing in the case for Nov. 15. Motion passed 3-0.



Board of Works & Safety Order, Notice of Continued Hearing: 114 S. 29th Street (Ron Davidhizer)

By way of background, this matter came before the Board for a hearing TODAY after the City of Goshen Building Commissioner issued an order on August 26, 2021 regarding the premises at 114 S. 29th Street, Goshen, Indiana. The listed property owner, Ron Davidhizer of Goshen, was notified that the premises at that location were/are in violation of the Goshen City Code.

The Goshen Building Department first inspected the subject real estate on April 23, 2021. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was reinspected on July 19, 2021, which showed no significant improvement to the real estate.

The property owner was ordered to make the following corrections by Oct. 8, 2021:

1. Receptacle outlets must be covered with an appropriate face plate (violation of Section 6.3.1.5 (g)).
2. Smoke detectors missing from common living area on each floor including basement (violation of Section 6.3.1.2 (:f)).
3. The faucet at the kitchen sink is loose and needs to be lightened (violation of Section 6.3.1.2(a)).
4. There are dangling light fixtures in the basement (violation of Section 6.3.1.4 (g)).
5. The electric service panel was not wired correctly and must be repaired for safe operation and panel door was not installed correctly (violation of Section 6.3.1.4 (g)).
6. The basement cannot be used as a bedroom without proper egress window installed (violation of Section 6.3.1.3(d)).
7. Portable heating units cannot be used to heat basement bedroom (violation of Section 6.3.1.3 (e)).
8. Roof is not sound or water proof (violation of Section 6.3.1.1 (c)).
9. Window frames, door frames are unpainted and need to be replaced and painted (violation of Section 6.3.1.1 (b)).
10. Windows on the property are broken, missing or in disrepair (violation of Section 6.3.1.1(d)).

The property owner was notified that a hearing would be held before the Board of Public Works and Safety on Oct. 4, 2021 at 2 p.m., or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. Due to the lack of a quorum of the Board of Works members, the hearing scheduled for Oct. 4, 2021 was continued until Oct. 18, 2021.

On Oct. 18, 2021, Acting Chair Landis opened the hearing on the City of Goshen Building Commissioner's Order for 114 S. 29th Street and swore in city Property Maintenance Inspector Ryan Conrad to provide an update on the condition of the premises. Conrad presented the Board with a written report with photographs (*EXHIBIT 5*).

Conrad said, "On April 23, 2021, I conducted an inspection of the property at 114 S. 29th St. During the inspection, I observed several maintenance violations and notified the property owner, Ron Davidhizer, in writing to correct the violations within 30 days.

"The following violations were found to exist on the property:

"1. There were numerous receptacle outlets that were not covered with the appropriate face plates (violation of Section 6.3.1.5 (g)).

"2. There were numerous smoke detectors missing throughout the house (violation of Section 6.3.1.2 (J)).

"3. There were some plumbing issues; in the kitchen sink, a loose faucet (violation of Section 6.3.1.2(a)).

"4. In the basement, there were several light fixtures that were just dangling from the ceiling and some exposed wiring (violation of Section 6.3.1.4 (g))



"5. The electric service panel was not wired correctly (violation of Section 6.3.1.4 (g)).

"6. There was a bedroom that was located in the basement with no egress (violation of Section 6.3.1.3(d)).

"7. **There were also some** portable heating units that were being used to heat that basement bedroom (violation of Section 6.3.1.3 (e)).

"8. **There appeared to be a tarp on the roof** and there appeared to be some minor leaks (violation of Section 6.3.1.1(c)).

"9. **There were several** window frames and door frames that were beginning to show some signs of deterioration and the deteriorating material needed to be removed and properly recoated and replaced (violation of Section 6.3.1.1 (b)).

"10. And there were several broken windows on the property. Some of them are missing or in disrepair (violation of Section 6.3.1.1 (d))."

Conrad said, "At the re-inspection of the property on May 21, no repairs to the property had been made. I was advised by the property manager that there was a tenant eviction in progress. To allow sufficient time for the eviction procedure, I did a follow-up inspection on June 25 and July 19 and found that no repairs had been made, nor had the **tenants been evicted.**"

Conrad said the property owner has indicated that the tenant is "uncooperative." Still, Conrad said there were no indications that efforts had been made to bring the property into compliance, so he recommended the matter be referred to the City's Legal Department for enforcement.

In response to a question from Riouse, Conrad said he was told the tenants have refused to allow a maintenance worker to enter the home to make repairs. He said the owner has been seeking to evict his tenant since May.

In response to a question from Landis, Conrad **said this isn't the case of a home deemed unsafe** for habitation, but one in which poor property management has been alleged.

Landis swore in Ron Davidhizer, the owner of 114 S. 29th Street in Goshen to provide information about the property and respond to the allegations of City staff.

Davidhizer said he has concluded that it will not be possible to address the alleged deficiencies as long as the current tenants are still in the home. Davidhizer said he has visited the home many times and the tenant is uncooperative and has even refused to answer the door. He said the property is a small two-bedroom home built in the 1950s.

Davidhizer said the tenants have continually damaged the property and that eviction efforts have been unsuccessful. Davidhizer said he will file an eviction action against the tenants on Oct. 19 and then will work to repair the home.

In response to a question from Swartley, Davidhizer said he plans to accelerate his efforts to evict the tenants and will then promptly make repairs. He also said the tenants caused all of the damage in the home.

Landis asked advice from City Attorney Bodie Stegelmann on how best to proceed after Davidhizer files his eviction action. Landis then filed the following motion.

Landis/Riouse moved to require property owner Ron Davidhizer to provide documented proof to City staff that he has evicted the tenants at 114 S. 29th Street and then be given 60 days to complete all required repairs, with the exception of exterior painting of windows, door frames and siding. Motion passed 3-0.

Landis/Riouse moved to approve Civil City and Utility claims and adjourn. Passed 3-0.

Acting Chair Landis declared the meeting adjourned at 3:36 p.m.



EXHIBIT 1: Director of Public Works Dustin Sailor's memorandum on 400 Marilyn Avenue request

EXHIBIT 2: Clerk-Treasurer request for Bank of New York Mellon to serve as bond paying agent/registrar

EXHIBIT 3: City Building Department (Travis Eash) report & photos regarding 803 Arehart Street

EXHIBIT 4: Church Plumbing & Heating estimate for repairs at 803 Arehart Street for Greg Waddell

EXHIBIT 5: City Code Enforcement (Ryan Conrad) report and photos regarding 114 St. 29th Street

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



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
Member Barb Swartley
Member DeWayne Riouse

Date: October 25th, 2021

From: Chief Jose' Miller

Reference: The Promotion of Jared A. Ellison to the rank of Lieutenant.

Reference: Promotion of Jared Ellison to Lieutenant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Jared A. Ellison from the rank of Sergeant to the rank of Lieutenant. Jared Ellison has been an officer on the Goshen Police Department for approximately four (4) years. Jared has already demonstrated his leadership qualities at our department as a Sergeant and will continue to be an asset after a promotion to Lieutenant. I am requesting his promotion be retroactive to Friday October 22nd, 2021.

Sgt. Ellison will be present for the swear in.

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



Model Elementary School

Inspiring Innovation...Empowering Potential...Enriching our World

Model Elementary School
412 South Greene Road
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Phone: (574) 533-7677
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<http://model.goshenschools.org>

Principal
Mrs. Tami Hicks

Asst. to the Principal
Mrs. Krista Troyer

Superintendent
Dr. Steven Hope

*Assistant Superintendent-
Elementary Education -*
Dr. Alan Metcalfe

*Assistant Superintendent-
Human Resources &
Professional Development*
Mrs. Lori Line

Chief Financial Officer
Bob Evans

October 12, 2021

Dear Goshen Board of Work Members,

My name is Tami Hicks and I am the principal of Model Elementary School in Goshen. Model is home to five hundred elementary students and a staff of approximately 80 individuals.

Last year, Model Elementary School launched the *Why You Matter* campaign in January. This was a project involving every child at Model as well as every staff member. We also reached out to parents, guardians, school board members, Mayor Stutsman, and any other stakeholders to the Model Community.

Every individual identified why they matter, wrote their statement on white paper and they were photographed. Thanks to Maple City Printing, we were able to print every individual photo on 11 x 17 paper and hang them around out school. This served two purposes. The first was to ensure that every Model student and employee knew that they mattered during a time of disconnect and uncertainty. The second purpose was to quickly identify individuals that were struggling with self-worth and it allowed us to intervene. Please visit https://www.goshennews.com/news/why-you-matter/article_0dc2da24-6bdd-11eb-957b-efbfc8b01f7a.html for more information.

After all of the photos were posted, we invited the Goshen Community in to do a gallery walk and create their own *Why You Matter* statements and photos.

This year, we would like to continue our work with the *Why You Matter* campaign. Year two consists of having students, staff and stakeholders each create a Tibetan Flag with a message for the world. The Tibetan prayer flags are hung in various colors throughout the cities of Tibet. The theory is that the messages are written on the flags and the wishes are carried by the wind to the people's hearts.

We will be creating flags and stringing them on string or twine. The flags will be hung in the hallways of Model Elementary from February through May. In the spring, it would be our wish to hang these flags in the Art Ally in downtown Goshen. The goal would be to have the wishes of our children, for our community, be carried by the wind to the hearts of the people of Goshen.

We are requesting this permission so early so that we know what supplies to purchase to make these flags as weatherproof as possible. We will be purchasing the supplies in December.

I would be more than happy to discuss this further and to answer any questions.

Thank you,
Tami Hicks
Principal



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

TO: Board of Public Works, Safety & Stormwater
FROM: Jeffery Weaver, Deputy Clerk-Treasurer
RE: Bond Issuance Advisory Services with Baker Tilly US
DATE: October 25, 2021

Attached for the Board's approval and execution is an amendment to the engagement letter for Baker Tilly US regarding advisory services for the 2021 General Obligation Bonds issuance.

This agreement is a scope appendix that will be bound to the Baker Tilly master agreement that was passed by the Board of Public Works and Safety on February 8, 2021, signed on February 17, 2021. This appendix defines the scope and cost of financial advisory services while the City prepares to sell the 2021 General Obligation Bonds. The scope of work includes preparation and review of bond documents, recommended bond structuring and timing, planning, securities issuance, credit rating, and facilitation of the bond sale. The agreement also outlines arbitrage monitoring services and continuing disclosure services available upon request.

The advisory services will occur primarily between August and December of 2021 and will be billed at the hourly rates presented on page 6 of the agreement. Baker Tilly estimates the services to cost \$40,000.

Requested motion:

Move to approve and authorize the Mayor to execute approve the agreement with Baker Tilly for bond issuance advisory services.

**RE: Municipal Advisory Services
Debt Issuance, Arbitrage, and Continuing Disclosure - General Obligation Bonds, Series 2021**

DATE: August 20, 2021

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the City of Goshen (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC ("BTMA") will perform the following services:

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a "Project"), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance ("Debt Obligation").
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.

**SCOPE APPENDIX to
Engagement Letter dated: March 18, 2021
Between the City of Goshen and
Baker Tilly US, LLP**

4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. Arbitrage Monitoring Services

Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

**SCOPE APPENDIX to
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Between the City of Goshen and
Baker Tilly US, LLP**

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a. Date of purchase or acquisition;
 - b. Purchase price of investments including any accrued interest;
 - c. Face amount and maturity date;
 - d. Stated rate of interest;
 - e. Interest payment dates;
 - f. Date of sale, transfer, or other disposition;
 - g. Sale or disposition price; and
 - h. Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for notifying BTMA of any additional or subsequent Debt Obligations that would require arbitrage compliance services.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

D. Continuing Disclosure Services

Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, provide continuing disclosure services with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting

BTMA will provide a list of each issue for which the Client requires continuing disclosure services ("Services"). The Client will provide BTMA with a copy of each Continuing Disclosure Undertaking ("CDU") that has been executed for each Debt Obligation, including master and supplemental CDUs if any.

BTMA will:

- Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as provided for in each CDU for the reporting period;
- Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU;
- Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements; and
- If not filed at the time of the annual report, file the audit as set forth in the CDU pending timely receipt from the Client.

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

A. At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:

- Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period;
- Assess the filings made on EMMA in conjunction with each applicable Debt Obligation;
- Research whether any Debt Obligations with an assigned rating changed during the look-back period, including rating changes for insured Debt Obligations; and
- Determine whether all required notices related to events and filings were made in compliance with the CDUs.

B. Remedying Deficiencies for Outstanding Debt Obligations

If a deficiency is found and the debt obligations remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has occurred.

C. Updating Compliance.

At the time that BTMA conducts services annually under item I, BTMA will update the compliance check completed under 3.A.

4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)

BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.

**SCOPE APPENDIX to
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Between the City of Goshen and
Baker Tilly US, LLP**

5. Other post issuance services (Upon Request. Hourly rates will apply.)
If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.
6. Rating surveillance support (Upon Request. Hourly rates will apply.)
If applicable for rated outstanding Debt Obligations, BTMA will assist with compiling responses to rating agency requests for data and information during the rating surveillance process. BTMA will also participate on rating surveillance calls and provide additional support as needed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

COMPENSATION AND INVOICING

Fees for services set forth in Paragraphs A & B, will be billed at BTMA’s standard billing rates based upon the actual time and expenses incurred.

Fees for services provided as set forth in Paragraphs C & D, (If Requested), fees will be per a Separate Engagement Letter.

Standard Hourly Rates by Job Classification
1/1/2021

Partners / Principals / Directors	\$240.00	to	\$500.00
Managers	\$200.00	to	\$325.00
Senior Consultants	\$150.00	to	\$250.00
Consultants	\$135.00	to	\$200.00
Municipal Bond Disclosure Specialists	\$120.00	to	\$190.00
Support Personnel	\$110.00	to	\$150.00
Interns	\$90.00	to	\$110.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.

**SCOPE APPENDIX to
Engagement Letter dated: March 18, 2021
Between the City of Goshen and
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- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

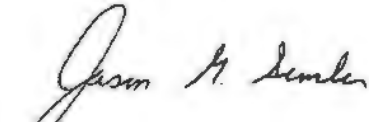
We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Jason G. Semler, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

*****REQUEST*****

DATE: Monday, October 25, 2021

TO: GOSHEN BOARD OF WORKS

**FROM: GOSHEN WATER & SEWER
KELLY SAENZ**

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$5,450.44**
Collection letters were sent out and payments of **\$435.53** had been collected.

The uncollected amount equals **\$5,014.91**

**Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.**

These are accounts for the most part were finalized thru **Tuesday, July 27, 2021**

WATER: \$1,884.06
SEWER: \$3,130.85

TOTALS 6-2021

REPORT TOTAL		\$5,450.44
BPS TOTAL	\$1,586.53	\$3,863.91
COUNTY TOTAL	\$2,924.44	\$939.47
W-WRITE OFF	\$297.53	\$641.94
S-WRITE OFF	\$206.41	\$435.53
PAYMENT TOTAL	\$435.53	\$0.00
AGREEMENT TOTAL		



**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 Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **CONCRETE PAVING PROJECT – BALANCING CHANGE ORDER NO. 1
(JN: 2021-0002)**

DATE: October 25, 2021

Attached please find Change Order No. 1 – A Balancing Change Order.

The engineering department found additional areas of concrete pavement in need of repair that was not anticipated. The engineering department directed Premium Concrete Services to add these repairs to the project while they were working in the area.

Change Order No. 1 increases the current contract price \$63,431.80, making the final contract amount \$657,021.80, a 10.69% increase over the original contract of \$593,590.00.

Please review and consider approval of this change order by signing the attached copies.

Original contract amount	\$593,590.00
Change Order No. 1	\$63,431.80
Revised contract amount	\$657,021.80

Suggested Motion: Move to approve the balancing Change Order No. 1 increasing the contract \$63,431.80 for a final contract amount of \$657,021.80.

CHANGE ORDER FORM

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: Concrete Paving
PROJECT NUMBER: 2021-0002
CONTRACTOR: Premium Concrete Services

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Line item adjustments to serve as a balancing change order to close the project.

2	Concrete Pavement & Curb Removal (Note: This balances the line item out)	1691.3 SYD	@	\$21.00	-----	\$35,517.30
3	Manhole & Curb Casting Reset/Adjust (Note: This balances the line item out)	-8 EA	@	\$500.00	-----	-\$4,000.00
4	6" Full-Depth Class A Concrete (Note: This balances the line item out)	1741.3 SYD	@	\$55.00	-----	\$95,771.50
5	6" #53 Crushed/Recycled Concrete (Note: This balances the line item out)	-2000 TON	@	\$30.00	-----	-\$60,000.00
6	D-1 Contraction Joint (Note: This balances the line item out)	191 LFT	@	\$13.00	-----	\$2,483.00
7	Dowel Bars (Note: This balances the line item out)	375 EA	@	\$12.00	-----	\$4,500.00
8	Unsuitable Material, Undercutting (Undist) (Note: This balances the line item out)	-60 CYS	@	\$50.00	-----	-\$3,000.00
9	#2 Crushed/Recycled Concrete (Undist) (Note: This balances the line item out)	-60 TON	@	\$63.00	-----	-\$3,780.00
10	4" Concrete Sidewalk (Note: This balances the line item out)	-35 SYD	@	\$116.00	-----	-\$4,060.00

Total \$63,431.80

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 1
Date: 10/25/2021

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$593,590.00
2. Net (Addition/Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>	\$63,431.80
3. Amount of Contract, not including this supplement	\$657,021.80
4. Addition/Reduction to Contract due to this supplement	\$0.00
5. Amount of Contract, including this supplemental	\$657,021.80
6. Total (Addition/Reduction) due to all Change Orders (Line 2 + Line 4)	\$63,431.80
7. Total percent of change in the original contract price Includes Change Order No. 0 to <u>1</u> (Line 6 divided by Line 1)	10.69%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date N/A.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

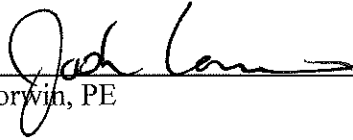
Pg. 3 of 3

Change Order No. 1

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by 10.69 percent.

CHANGE ORDER FORM

RECOMMENDED FOR ACCEPTANCE



Josh Corwin, PE

ACCEPTED: BOARD OF PUBLIC WORKS
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Premium Concrete Services, Inc.

BY: _____
Signature of authorized representative

Printed

Title



**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 & Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 3 FOR DOUGLAS, REYNOLDS, AND
16TH STREETS PROJECT (JN: 2020-0017)**

DATE: October 25, 2021

Attached please find Change Order No. 3 for the Douglas, Reynolds, & 16th Streets Reconstruction Project.

Change Order No. 3 covers additional costs for improving drainage at the edges of driveways, structure chimney reconstruction, and backfill for City potholing. Change Order No. 3 also serves as a balancing Change Order to close the project.

The original contract amount plus additions from Change Order No. 1 through Change Order No. 2 was \$1,048,884.35. The quantities from Change Order No. 3 decrease the contract amount by \$75,904.51, for a revised contract amount of \$972,979.84, an increase of 10.65% over the original contract price. The contract completion date will be extended by 3 days to cover time spent to complete the additional work.

Requested motion:

Move to approve Change Order No. 3 for the Douglas, Reynolds, and 16th Streets Project for a decrease of (\$75,904.51) and additional three (3) days.

CHANGE ORDER FORM

Sheet 1 of 5

Change Order No. 3

Date: 10/25/21

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: Douglas, Reynolds & 16th Road Reconstruction
PROJECT NUMBER: 2020-0017
CONTRACTOR: HRP Construction, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Change Order No. 3 covers additional costs for improving drainage at the edges of driveways, structure chimney reconstruction, and backfill for City potholing. Change Order No. 3 also serves as a balancing Change Order to close the project.

8	Curb Removal, All Types (Note: This balances the line item out)	19 LFT	@ \$2.00	.....	\$38.00
10	Common Excavation (Note: This balances the line item out)	-100 CYD	@ \$50.00	.....	-\$5,000.00
11	B-Borrow (Note: This balances the line item out)	250.5 CYD	@ \$30.00	.....	\$7,515.00
12	Ex. Water Main Adjustment at Storm Str. (Note: This balances the line item out)	-1 EA	@ \$5,000.00	.....	-\$5,000.00
20	Storm Catch Basin, 48", Epoxy Coating (Note: This balances the line item out)	1 EA	@ \$6,000.00	.....	\$6,000.00
21	Storm Catch Basin, 30" w/ Casting (Note: This balances the line item out)	-1 EA	@ \$2,900.00	.....	-\$2,900.00
23	Storm Inlet, 30", Epoxy Coating (Note: This balances the line item out)	-1 EA	@ \$4,500.00	.....	-\$4,500.00

CHANGE ORDER FORM

Sheet 2 of 5

Change Order No. 3

24	Storm Sewer, RCP, Class III, 15" (Note: This balances the line item out)	3 LFT	@ \$29.00	-----	\$87.00
25	Storm Sewer, RCP, Class III, 12" (Note: This balances the line item out)	-7.5 LFT	@ \$28.00	-----	-\$210.00
26	Storm Sewer, DI, Class 50, 12" (Note: This balances the line item out)	6 LFT	@ \$75.00	-----	\$450.00
27	Replace Ex. Flat Casting w/ Curb Casting (Note: This balances the line item out)	-1 EA	@ \$850.00	-----	-\$850.00
28	Sanitary Sewer, PVC, SDR 35, 6" (Note: This balances the line item out)	-16 LFT	@ \$40.00	-----	-\$640.00
29	Sanitary Sewer Cleanout Assembly, 6" (Note: This balances the line item out)	-1 EA	@ \$500.00	-----	-\$500.00
30	Curb Stop, Box & Stationary Rod, 1" (Note: This balances the line item out)	1 EA	@ \$650.00	-----	\$650.00
31	Water Service, HDPE, DR 9, CTS, 1" (Note: This balances the line item out)	65 LFT	@ \$35.00	-----	\$2,275.00
33	Concrete Curb & Gutter, 6" (Note: This balances the line item out)	16 LFT	@ \$21.37	-----	\$341.92
34	HMA Surface, 9.0 mm, Type B (Note: This balances the line item out)	-16.47 TON	@ \$73.70	-----	-\$1,213.84
35	HMA Binder, 19.0 mm, Type B (Note: This balances the line item out)	-222.4 TON	@ \$60.00	-----	-\$13,344.00
36	HMA Base, 25.0 mm, Type B (Note: This balances the line item out)	87.75 TON	@ \$56.00	-----	\$4,914.00
37	Asphalt Tack Coat (Note: This balances the line item out)	-57.24 TON	@ \$0.01	-----	-\$0.57

CHANGE ORDER FORM

Sheet 3 of 5

Change Order No. 3

38	Recycled Concrete, No. 53, Compacted, 6" (Note: This balances the line item out)	-3,300 TON	@ \$25.00	.....	-\$82,500.00
39	Concrete Drive Approach, 6" (Note: This balances the line item out)	81.93 SYD	@ \$63.40	.....	\$5,194.36
40	Concrete Sidewalk, 4" (Note: This balances the line item out)	-5.24 SYD	@ \$56.00	.....	-\$293.44
41	Mailbox Remove/Reinstall (Note: This balances the line item out)	-2 EA	@ \$50.00	.....	-\$100.00
42	Temporary Mailboxes (Note: This balances the line item out)	-1 LSUM	@ \$3,500.00	.....	-\$3,500.00
CO1.1	Chemical Soil Stabilization (Note: This balances the line item out)	-424 SYD	@ \$13.50	.....	-\$5,724.00
CO1.2	Recycled Concrete, No. 2, Temporary Placment (Note: This balances the line item out)	81.42 TON	@ \$43.00	.....	\$3,501.06
CO1.3	Recycled Concrete, No. 2, and Geogrid (Note: This balances the line item out)	-1 TON	@ \$43.00	.....	-\$43.00
CO3.1	Additional Backfill for Gas Service Potholes (Note: New line item, Change Order #3)	1 LSUM	@ \$767.00	.....	\$767.00
CO3.2	Manhole Chimney Reconstruction (Note: New line item, Change Order #3)	2 EA	@ \$1,185.50	.....	\$2,371.00
CO3.3	Additional Grading for Driveway Drainage (Note: New line item, Change Order #3)	13 EA	@ \$550.00	.....	\$7,150.00
CO3.4	Vertical Drain & Casting for Driveway Drainage (Note: New line item, Change Order #3)	4 EA	@ \$2,290.00	.....	\$9,160.00
Pg. 1	-\$3,847.00	TOTAL:			-\$75,904.51
Pg. 2	-\$8,040.49				
Pg. 3	-\$64,017.02				

CHANGE ORDER FORM

Sheet 4 of 5

Change Order No. 3

1. Amount of original contract	\$879,340.85
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>2</u>	\$169,543.50
3. Amount of Contract, not including this supplement	\$1,048,884.35
4. Addition/ Reduction to Contract due to this supplement	-\$75,904.51
5. Amount of Contract, including this supplemental	\$972,979.84
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$93,638.99
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>3</u> (Line 6 divided by Line 1)	10.65%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 3 calendar days, making the final completion date: September 11, 2021.

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Sheet 5 of 5

Change Order No. 3

RECOMMENDED FOR ACCEPTANCE

Joshua S. Corwin, P.E.
City Civil Engineer

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

HRP Construction, Inc.

BY: _____
Signature of authorized representative

Printed

Title