



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. December 20, 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: December 13, 2021

Approval of Agenda

- 1) Swearing in Joseph F. Cestone, Probationary Firefighter
- 2) Resolution 2021-36 – Approve 2022 Compensation for Police Department Employees
- 3) Collective Bargaining Agreement with Goshen Firefighters Association Local No. 1443
- 4) Resolution 2021-37 – Approve 2022 Compensation for Fire Department Employees
- 5) Resolution 2021-38 - Interlocal Agreement with Elkhart Township
- 6) Water/Sewer Maintenance Fund Annual Allotment
- 7) Electrical License Request for Michael A. Buzalski
- 8) Wilden Avenue Road Closure for Tree Clearing JN: 2014-0035
- 9) Agreement for Completion of Project - 2094 Whispering Pines

Stormwater Board

- 1) Agreements for Completion of Project – 1471 Firestar Drive

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE DEC. 13, 2021 REGULAR MEETING

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

Present: Members Mike Landis, Mary Nichols, DeWayne Riouse and Barb Swartley

Absent: Mayor Jeremy Stutsman

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

Review/approval of Minutes: Minutes of the Dec. 6, 2021 meeting of the Board of Works & Safety & Stormwater Board were presented. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. Motion passed 4-0.

Review/approval of Agenda: Acting Chair Mike Landis presented the Board agenda for consideration. Nichols moved to approve the agenda as submitted. Swartley seconded the motion. Motion passed 4-0.

1) Request for road closure of North 7th Street between East Wilden Avenue and Oakridge Avenue
Kent Holdren, Superintendent of the Goshen Water and Sewer Department, asked the Board to allow the closure of North 7th Street to thru traffic, between East Wilden Avenue and Oakridge Avenue, on Tuesday, Dec. 14, 2021 and the reopening for traffic on Thursday afternoon, Dec., 16, 2021, weather permitting. Holdren said the Water and Sewer Department will be installing a sewer lateral on North 7th Street. The excavation will be approximately 10 feet in depth and the City wants to close the street for the safety of the work crews and the public.
Nichols/Swartley moved to allow the closure of North 7th Street to thru traffic, between East Wilden Avenue and Oakridge Avenue, on Tuesday, Dec. 14, 2021 and reopening on Thursday afternoon, Dec., 16, 2021.
Motion passed 4-0.

2) Request for removal of parking spaces adjacent to the Elkhart County Courthouse
City Civil Traffic Engineer Josh Corwin asked the Board to approve the conversion of all angle parking spaces to parallel spaces along the north side of Lincoln Avenue, between Third Street and the County Court's access drive. Corwin said the Elkhart County Sheriff's Office requested that two additional parking spaces be removed along Lincoln Avenue directly west of the Court's access drive and in front of the bus stop. According to the request, preventing vehicles from parking in this area would increase visibility for vehicles attempting to exit the driveway onto Lincoln. At the September meeting of the Traffic Commission, the commissioners provided an alternative recommendation that would convert all spaces west of the area at the access drive from angle parking to parallel parking, feeling this would improve the sight lines better than the requested option. Corwin said the Engineering Department sought and received support for the alternative option from both the Sheriff's Office and the county administration. In response to a question from Landis, Corwin said there will be a loss of two parking spaces.



Nichols/Swartley moved to approve the conversion of all angle parking spaces to parallel spaces along the north side of Lincoln Avenue, between Third Street and the County Court's access drive. Motion passed 4-0.

3) Request to award 2022 Asphalt Paving Project (JN: 2022-0002A)

City Director of Public Works and Utilities Dustin Sailor asked the Board to approve the agreement with Niblock Excavating for the 2022 Asphalt Paving project in the amount of \$349,210.15. Sailor said that on Dec. 6, 2021, the City received proposals for the 2022 Asphalt Paving Project. The following were the results: Niblock Excavating, \$349,210.15; Milestone Construction, \$363,615.15; and Rieth-Riley Construction, \$13,577,173.14. The Engineering Department requested that the Board award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

Nichols/Swartley moved to approve the agreement with Niblock Excavating for the 2022 Asphalt Paving Project in the amount of \$349,210.15. Motion passed 4-0.

4) Request to award 2022 Concrete Paving Project (JN: 2022-0002B)

City Director of Public Works and Utilities Dustin Sailor asked the Board to approve the agreement with Rieth-Riley for the 2022 Concrete Paving Project in the amount of \$973,545.25. Sailor said that on Dec. 6, 2021, the City received proposals for the 2022 Concrete Paving Project. The following were the results: Rieth-Riley Construction, \$973,545.25; Premium Concrete, \$1,015,939.00; Milestone Construction, \$1,299,000.00; and Selge Construction, \$1,309,396.05. The Engineering Department requested that the Board award the contract to Rieth-Riley as the lowest responsive and responsible bidder.

Nichols/Swartley moved to approve the agreement with Rieth-Riley for the 2022 Concrete Paving Project in the amount of \$973,545.25. Motion passed 4-0.

5) Request to award the Crossing Subdivision Drainage Improvement Project (JN 2020-0033)

City Director of Public Works and Utilities Dustin Sailor asked the Board to award the modified Alternate A bid to HRP Construction, in the amount of \$1,366,090.23, for the Crossing Subdivision Drainage Improvement Project. Sailor said that on Dec. 6, 2021, the City received the following bids for the Crossing Subdivision Drainage Improvement project: HRP Construction, \$1,448,000.00 for the base bid, \$1,372,544.00 for the alternate A bid and \$1,389,836.00 for the alternate B bid; Selge Construction, \$1,503,820.30 for the base bid, \$1,431,901.30 for the alternate A bid and \$1,445,263.30 for the alternate B bid; and Niblock Excavating, \$1,759,717.00 for the base bid, \$1,666,969.00 for the alternate B bid and \$1,678,759.00 for the alternate B bid. Sailor said based upon a review of the bids and supporting documentation, staff recommended awarding Alternate A to HRP Construction as the lowest responsible and responsive bidder. Sailor said after receiving the bids, staff was notified by the design consultant that the cost for a grade beam was erroneously not included in the bid. Additionally, an easement was secured for a section of existing water main; therefore, it no longer requires relocation by the contractor. Sailor said with these minor adjustments, staff negotiated the removal and addition of the numerous bid items. With the revisions agreed upon with the contractor, Sailor said, the revised contract amount for Addendum A is \$1,366,090.23. This project is being funding by the Goshen Redevelopment Commission and Civil City.

Nichols/Swartley moved to award the modified Alternate A bid to HRP Construction, in the amount of \$1,366,090.23, for the Crossing Subdivision Drainage Improvement Project. Motion passed 4-0.



6) Request to award Wilden Avenue Tree Clearing Project (JN: 2014-0035)

City Director of Public Works and Utilities Dustin Sailor asked the Board to approve the agreement with J. Ranck Electric for the Wilden Avenue Tree Clearing project in the amount of \$279,890.00. Sailor said that on Dec. 6, 2021, the City received one bid the Wilden Avenue Tree Clearing Project from J. Ranck Electric for \$279,890.00. The Engineering Department asked the Board to award the contract to J. Ranck Electric as the lowest responsive and responsible bidder. In response to a question from Landis about the cost, Sailor said that even though the bid was higher than hoped, the City needs to trees to be cleared in the agreed upon time frame to move forward with the project. Sailor said the tree clearing will begin before the end of the month. In response to a question from Swartley, Sailor said that at least in part there was only one bid because of the need for work to begin within weeks. Nichols/Swartley moved to approve the agreement with J. Ranck Electric for the Wilden Avenue Tree Clearing project in the amount of \$279,890.00. Motion passed 4-0.

7) Request to reject proposals for Goshen Parks Maintenance Facility Construction Project (JN: 2021-0022)

Superintendent of Goshen Parks & Recreation Tonya Heyde asked the Board to reject the proposal from R. Yoder Construction for the new Goshen Parks Maintenance Facility Construction Project. Heyde said that based upon a review of the bids and supporting documentation, staff is recommending that the proposal be rejected based upon the following: 1. Only one (1) proposal was received; 2. The proposal price exceeds the Engineer's Estimate by more than 20%; and 3. There is insufficient funding to proceed with the project at the proposed price. This project is being developed and funded by both the Goshen Redevelopment Commission and Civil City. In response to a question from Swartley, Heyde said the City hopes to re-bid the project in 2022. Nichols/Swartley moved to reject the proposal from R. Yoder Construction for the new Goshen Parks Maintenance Facility Construction Project. Motion passed 4-0.

8) Letter of Understanding and Agreement with Central States, Southeast and Southwest Areas Health and Welfare Fund

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and authorize the Mayor to execute the Letter of Understanding and Agreement with Central States Health and Welfare Fund concerning contributions to the Health and Welfare Fund for employee health insurance coverage. Newcomer said that under the **City's Agreement with Central States, Southeast and Southwest Areas Health and Welfare Fund**, effective Jan. 2, 2022, this change would allow new employees who are expected to work thirty (30) or more hours per week to be eligible for health insurance coverage as of their hire date provided that the City makes a lump sum payment to Central States for eight (8) weeks premium. In response to a question from Landis, City Attorney Bodie Stegeleemann **said currently there is a lag between a City employee's start date and the effective date of health insurance coverage**. As a result, Stegelmann said, there have been situations when employees have lacked coverage and have had bills or needed medications. This change will allow the City to pay premiums for that initial **period of time and coverage to begin at an employee's start date**. In response to a question from Landis, Stegelmann said the employee will continue to contribute toward the cost of insurance coverage. Nichols/Swartley moved to approve and authorize the Mayor to execute the Letter of Understanding and Agreement with Central States Health and Welfare Fund concerning contributions to the Health and Welfare Fund for employee health insurance coverage. Motion passed 4-0.



9) Resolution 2021-35 Approve Goshen Police Department Unmanned Aerial System Policy 605
Goshen City Attorney Bodie Stegelmann asked the Board to approve Resolution 2021-35, adopting the Goshen Police Department Policy 605 on Unmanned Aerial Systems. Stegelmann said the resolution approves Unmanned Aerial System, Policy 605, which provides for the use of unmanned aerial systems in law enforcement activities. Stegelmann said the City Police and Fire Departments have received grants allowing them to obtain drones. Part of that grant process, he said, requires that the City have policies in place for the use of drones. Board member Landis asked Chief José Miller to describe how the drones would be used. Chief Miller **said the drones won't be** used for sporadic surveillance and that their use is governed by FAA regulations and state statutes regarding the expectation for privacy. There are exceptions, including if a property owner grants permission to surveil or record video of their property or if there is a warrant or order by a judge. Chief Miller said his department once used Elkhart **County's drone, with thermal imaging, to search for** a missing child. Drones will only be used for official business and legal guidance will be sought prior to use in unclear situations. Asked by Landis how police would prevent the intrusion over and around non-targeted homes when a drone is used in a crowded neighborhood, Chief Miller said drones can be set for a narrow focus and would not be used to view or record areas not under surveillance. Nichols/Swartley moved to approve Resolution 2021-35 adopting the Goshen Police Department Policy 605 on Unmanned Aerial Systems. Motion passed 4-0.

CITY OF GOSHEN STORMWATER BOARD MINUTES OF THE DEC. 13, 2021 REGULAR MEETING

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

Present: Members Mike Landis and Mary Nichols

Absent: Mayor Jeremy Stutsman

Acting Chair Mike Landis convened the Board to consider a single agenda item.

1) Post-Construction Plan Approval for Goshen Inter. School (JN: 2018-2041)

City Director of Public Works and Utilities Dustin Sailor asked the Board to accept the post-construction stormwater management plan for the new Goshen Intermediate School as it has been found to meet the requirements of City Ordinance 4329. In response to a question from Landis, Sailor said the contractor has been addressing flooding issues on the site.

Nichols/Landis moved to accept the post-construction stormwater management plan for the new Goshen Intermediate School as it meets the requirements of City Ordinance 4329. Motion passed 2-0.

Acting Chair Mike Landis resumed the meeting of the Board of Public Works & Safety

Privilege of the Floor:

Acting Chair Landis opened Privilege of the Floor at 2:22 p.m.



City of Goshen Street Commissioner David Gibbs announced that the last City leaf pick-ups would begin Monday, Dec. 20. No one else asked to speak, so Landis closed Privilege of the Floor.

With no further matters before the Board, Acting Chair Landis/Nichols moved to approve Civil City and Utility claims and to adjourn the meeting. Motion passed 4-0. The meeting was adjourned at 2:24 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN

209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

December 08, 2021

To: The Board of Works and Public Safety

RE: Hire Joseph F. Cestone as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that Joseph F. Cestone has passed all of the pension requirements for the State of Indiana and I am requesting the Board of Works and Public Safety hire Joseph as a Probationary Firefighter for the Goshen Fire Department effective today December 20, 2021.

Thank you.



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

December 20, 2021

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2021-36, Approve 2022 Compensation for Police Department Employees

State statute provides that the Common Council shall fix the compensation of all members of the police department by ordinance no later than November 1 for the ensuing budget year. In the event an ordinance is not passed by November 1, then the Board of Public Works and Safety shall fix the annual compensation, subject to change by ordinance.

The negotiations of a new agreement between the City and the Elkhart FOP Lodge 52, Inc. were not completed until after November 1. Therefore, the attached resolution is for the Board to approve the 2022 maximum compensation, including wages and benefits, for all Police Department employees. This ordinance includes those employees that are not covered under the new agreement. The ordinance is based on the terms of the new agreement for those employees that are represented by the Lodge.

Suggested Motion:

Move to approve and execute Resolution 2021-36, Approve 2022 Compensation for Police Department Employees.

RESOLUTION 2021-36

Approve 2022 Compensation for Police Department Employees

WHEREAS, in accordance with Indiana Code § 36-8-3-3(d), in the event the annual compensation of all members of the Police Department for the ensuing budget year is not fixed by ordinance of the Common Council by November 1, the Board of Public Works and Safety shall fix the annual compensation, subject to change by ordinance.

WHEREAS, the City of Goshen and Elkhart FOP Lodge 52, Inc., representing the full-time sworn officers of the Goshen Police Department, concluded negotiations of a new agreement after November 1, 2021.

WHEREAS, the compensation, including wages and benefits, for Goshen Police Department employees is set forth in Ordinance 5103, 2022 Compensation for Police Department Employees, and is based on the terms of the new agreement for those employees represented by the Lodge.

WHEREAS, Ordinance 5103 will be presented to the Common Council at an upcoming meeting.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the 2022 maximum compensation, including wages and benefits, for Goshen Police Department employees as set forth in the attached Ordinance 5103, 2022 Compensation for Police Department Employees.

PASSED by the Goshen Board of Public Works and Safety on December ____, 2021.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

ORDINANCE 5103

2022 Compensation for Police Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2022 maximum compensation, including wages and benefits, for Goshen Police Department employees as follows:

SECTION 1 Application of Ordinance

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “non-bargaining unit employees”, “non-bargaining unit positions”, or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Police Chief,
 - (2) Assistant Police Chief,
 - (3) Division Chief,
 - (4) Special Police Officer,
 - (5) Special Police Officer – Investigations & Community Relations, and
 - (6) Secretary.
- (C) For the purposes of this ordinance, when reference is made to “bargaining unit employees”, “bargaining unit positions”, or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Captain,
 - (2) Lieutenant,
 - (3) Detective,
 - (4) Sergeant,
 - (5) Patrol Officer,
 - (6) Probationary Patrol Officer, and
 - (7) School Resource Officer.
- (D) For the purposes of this ordinance, when reference is made to a “civilian employee” or a “civilian employee position” covered by this ordinance, this reference shall apply to the following positions:

- (1) Special Police Officer,
 - (2) Special Police Officer – Investigations & Community Relations, and
 - (3) Secretary.
- (E) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (D), and the Civilian Police Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

SECTION 2 Conflicting Provisions

Should the terms of the collective bargaining agreement between the City of Goshen and Elkhart FOP Lodge 52, Inc., representing all full-time sworn police officers of the Goshen Police Department, be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

SECTION 3 Wages

- (A) Exhibit A, 2022 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Police Chief, Assistant Police Chief, and Division Chief positions shall be compensated on a salary basis.
- (C) The Special Police Officer, Special Police Officer – Investigations & Community Relations, and Secretary positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) This subsection applies to each employee in a bargaining unit position.
- (1) With the exception of employees attending the basic Indiana Law Enforcement Training Academy, any employee who works in excess of nine (9) hours in one (1) work day shall be compensated either overtime pay at the rate of one and one-half (1½) times the employee's prevailing hourly rate, or compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked.
 - (2) An employee attending the basic Indiana Law Enforcement Training Academy shall receive compensatory time off at the rate of one and one-half (1½) hours for each hour worked in excess of eighty-one (81) hours in the work period.
- (E) Upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:
- (1) The average regular rate received by the employee during the last three (3) years employment with the city; or
 - (2) The final regular rate received by the employee.

SECTION 4 Payment of Wages

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2022 will have gross wages calculated using the 2022 wage rates even if a portion of the pay period falls in 2021.

SECTION 5 Police Officers' Pension and Disability Fund

Each police officer, excluding a Special Police Officer and Special Police Officer – Investigations & Community Relations, is eligible to participate in the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The city shall pay the employer's percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay two percent (2%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

SECTION 6 Public Employees' Retirement Fund

Each civilian employee is eligible to participate in the Public Employees' Retirement Fund (PERF). The city shall pay both the employer's and employee's contributions to the PERF.

SECTION 7 Health Insurance

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Sixty-three and 09/100 Dollars (\$363.09)) and the employee shall pay twenty percent (20%) (Ninety and 77/100 Dollars (\$90.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

SECTION 8 Vacation Leave

- (A) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Police Department and each subsequent anniversary date as set forth below, unless a higher amount is established by an agreement at the time the employee is hired:
 - (1) One (1) year through seven (7) full years of service, the employee shall receive one hundred twenty-six (126) hours vacation leave.
 - (2) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred eighty-nine (189) hours vacation leave.
 - (3) Starting fifteen (15) years of service, the employee shall receive two hundred fifty-two (252) hours vacation leave.
- (B) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (C) Vacation pay shall be paid at the employee's current wage rate.

SECTION 9 Sick Leave

- (A) Each employee shall accrue six and three-quarter (6.75) hours sick leave for each month of employment up to a maximum of eight hundred ten (810) hours sick leave.
- (B) Any employee who has accrued sick leave in excess of eight hundred ten (810) hours, but less than one thousand six hundred twenty (1,620) hours will not lose the accrued sick leave, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2001.
- (C) Each employee who has two hundred seventy (270) hours sick leave accrued as of January 1st of any calendar year may sell the first fifty-four (54) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each nine (9) hours of sick leave sold.
- (D) Upon retirement, city will pay a retiring employee for each nine (9) hours of accrued sick leave over four hundred fifty (450) hours, up to a maximum of ninety (90) hours, at the rate of One Hundred Dollars (\$100).
- (E) Except as provided by subsections (C) and (D), sick leave shall be paid at the employee's current wage rate.

SECTION 10 Personal Leave

- (A) Each employee shall receive forty-five (45) hours of paid personal leave per calendar year.
- (B) An employee may carry over not more than sixty-three (63) hours of unused personal leave from a previous calendar year.
- (C) Upon termination, the employee shall be paid for not more than ninety (90) hours of unused personal leave.
- (D) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (E) Personal leave shall be paid at the employee's current wage rate.

SECTION 11 Holiday Compensation

- (A) Each employee shall receive holiday compensation for eleven (11) unspecified holidays.
 - (1) Holiday compensation for the Police Chief, Assistant Police Chief and Division Chief positions shall be based on the employee's annual base salary divided by two thousand one hundred six (2,106) and multiplied by ninety-nine (99).
 - (2) Holiday compensation for the civilian employee positions shall be based on the employee's base wage per hour, multiplied by eight (8) hours per holiday, and multiplied by eleven (11) holidays per calendar year.

- (3) Holiday compensation for each employee in a bargaining unit position shall be based on the employee's regular daily wage (nine (9) hours multiplied by the regular hourly rate of base pay) multiplied by eleven (11) holidays per calendar year.
- (B) Holiday compensation shall be paid the first pay day in November.
- (C) In the event an employee commences employment after January 1 of the current calendar year, the employee's holiday compensation due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (D) In the event an employee terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis.

SECTION 12 On-Call Pay

The officer assigned to be on-call as a detective, the officer assigned to be on-call as an evidence technician, and the Secretary assigned to be on-call as an evidence technician will be paid Eleven and 43/100 Dollars (\$11.43) per day as on-call pay.

SECTION 13 Longevity Increase

- (A) City shall pay those employees having exceeded twenty (20) years of service an annual longevity bonus of Two Thousand Dollars (\$2,000.00), or the prorated portion due at the time of payment. after the employee has completed one continuous year of employment with the Department, the employee shall receive an annual longevity increase in accordance with the following schedule up to a maximum of Five Thousand Four Hundred Dollars (\$5,400). The employee shall continue to receive Five Thousand Four Hundred Dollars (\$5,400) each subsequent year after the employee's twentieth year of employment with the Department.

| | <u>Annual Longevity Increase</u> | <u>Annual Total</u> |
|----------|--------------------------------------|-------------------------|
| 1 Year | \$200 | \$200 |
| 2 Years | \$200 | \$400 |
| 3 Years | \$200 | \$600 |
| 4 Years | \$200 | \$800 |
| 5 Years | \$200 | \$1,000 |
| 6 Years | \$200 | \$1,200 |
| 7 Years | \$200 | \$1,400 |
| 8 Years | \$200 | \$1,600 |
| 9 Years | \$200 | \$1,800 |
| 10 Years | \$200 | \$2,000 |
| 11 Years | \$200 | \$2,200 |
| 12 Years | \$200 | \$2,400 |
| 13 Years | \$200 | \$2,600 |
| 14 Years | \$200 | \$2,800 |
| 15 Years | \$200 | \$3,000 |
| 16 Years | \$200 | \$3,200 |

| | | |
|-----------|-------|---------|
| 17 Years | \$200 | \$3,400 |
| 18 Years | \$660 | \$4,060 |
| 19 Years | \$670 | \$4,730 |
| 20 Years | \$670 | \$5,400 |
| 21+ Years | \$0 | \$5,400 |

- (B) The annual longevity increase is to be included in the employee's regular biweekly check on a pro rata basis and adjusted annually as of the employee's anniversary date.

SECTION 14 Clothing Allowance

- (A) Each employee who has completed at least one (1) year of employment with the Police Department shall receive an annual clothing allowance to purchase and maintain uniforms based on the following schedule:
- (1) Police officers, excluding a Special Police Officer and Special Police Officer – Investigations & Community Relations, One Thousand Five Hundred Dollars (\$1,500).
 - (2) Civilian employees, One Thousand Three Hundred Sixty-nine Dollars (\$1,369).
- (B) The clothing allowance shall consist of two (2) equal checks payable the first pay day of April and the first pay day of October.

SECTION 15 Technical Skills Pay

- (A) An employee certified to have a technical skill beneficial to the Department shall receive annual technical skills pay based on the following schedule for up to five (5) technical skills certifications.
- (1) First technical skill, Five Hundred Dollars (\$500).
 - (2) Second technical skill, Three Hundred Dollars (\$300).
 - (3) Third technical skill, Three Hundred Dollars (\$300).
 - (4) Fourth technical skill, Two Hundred Fifty Dollars (\$250)
 - (5) Fifth technical skill, Two Hundred Fifty Dollars (\$250).
- (B) The technical skills pay shall be included in the employee's regular bi-weekly paycheck.

SECTION 16 Patrol Officer in Charge of Shift

- (A) A patrol officer covered by the collective bargaining agreement who serves as the officer in charge of a shift or half-shift shall receive a bonus of Twenty-five Dollars (\$25) for each shift, or Twelve and 50/100 Dollars (\$12.50) for each half-shift.
- (B) The patrol officer in charge pay shall be included in the employee's next regular bi-weekly paycheck.

- (C) This section does not apply to a Sergeant, Lieutenant, Captain, Detective, or appointed rank such as School Resource Officer.

SECTION 17 Field Training Officer

- (A) A police officer covered by the collective bargaining agreement acting as a field training officer with a new recruit shall receive specialty pay in the amount of Thirty Dollars (\$30) for each shift, or Fifteen Dollars (\$15) for each half-shift.
- (B) The specialty pay shall be included in the employee's next regular bi-weekly paycheck.
- (C) This section does not apply to a Detective or appointed rank such as School Resource Officer.

SECTION 18 Other Specialty Pay

- (A) A police officer covered by the collective bargaining agreement acting in the following positions shall receive the following additional annual compensation as specialty pay:
 - (1) Detective Team Leader, One Thousand Two Hundred Dollars (\$1,200).
 - (2) Field Training Officer Supervisor, One Thousand Two Hundred Dollars (\$1,200).
 - (3) Honor Guard Commander, One Thousand Two Hundred Dollars (\$1,200).
 - (4) S.W.A.T. Commander, One Thousand Two Hundred Dollars (\$1,200).
 - (5) S.W.A.T. Assistant Commander, One Thousand Two Hundred Dollars (\$1,200).
- (B) The specialty pay shall be paid quarterly and prorated based on the actual time the officer spends in a position.

SECTION 19 Non-Rank Departmental Positions

- (A) A police officer covered by the collective bargaining agreement appointed to the School Resource Officer position shall receive the pay as authorized in Exhibit A while assigned to the School Resource Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (B) A police officer covered by the collective bargaining agreement appointed as Training Officer shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the Training Officer position unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.
- (C) A police officer covered by the collective bargaining agreement appointed to a position in the Drug Unit shall receive the pay of the officer's actual rank or Lieutenant's pay, whichever is higher, while assigned to the position in the Drug Unit unless the officer is a Probationary Patrol Officer. If the officer is a Probationary Patrol Officer, the officer will receive pay as a Probationary Patrol Officer until the end of the officer's probationary period.

- (D) A police officer covered by the collective bargaining agreement placed in charge of the Elkhart County Drug Unit shall receive the pay of the officer's actual rank or Captain's pay, whichever is higher, while placed in charge of the Elkhart County Drug Unit.

SECTION 20 Shift Differential

- (A) A police officer covered by the collective bargaining agreement that is regularly assigned to work an afternoon or night watch shall receive annual shift differential pay, or a prorated portion thereof, based on the following schedule.
- (1) Afternoon watch, Three Hundred Fifty Dollars (\$350).
 - (2) Night watch, Five Hundred Dollars (\$500).
- (B) The shift differential pay shall be included in the employee's regular bi-weekly paycheck.

SECTION 21 Tuition Reimbursement

A police officer covered by the collective bargaining agreement is entitled to tuition reimbursement in accordance with the terms of the collective bargaining agreement for successful completion of a college undergraduate or graduate course. Reimbursement is limited to a maximum of six (6) credit hours per calendar year, and shall be limited to the cost of a credit hour at Indiana University-Bloomington.

SECTION 22 Wellness Program

Each employee is eligible to receive reimbursement for up to Two Hundred Dollars (\$200) per year for participation in a wellness program in accordance with the terms of the collective bargaining agreement. This section shall also apply to non-bargaining unit employees.

SECTION 23 Court Time Pay

- (A) Each employee in a bargaining unit position is entitled to court time pay in accordance with the terms of the collective bargaining agreement. Court time pay shall be based on the employee's current overtime rate of pay, and a guaranteed minimum of two (2) hours shall be paid.
- (B) Any employee in a bargaining unit position who retires or leaves the department due to a medical disability or leaves without disciplinary proceedings and is required to testify on behalf of the city or state shall be paid at the rate of pay the former employee last held in accordance with the terms of the collective bargaining agreement.

SECTION 24 Funeral Leave

An employee is entitled to three (3) work days off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. This section shall also apply to non-bargaining unit employees.

SECTION 25 Duty-Related Illness or Injury

A police officer who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to the Police Chief, Assistant Police Chief and Division Chief positions.

SECTION 26 Cell Phone Stipend

- (A) For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employee's job duties and responsibilities, the city will pay the employee a cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for city business in lieu of the city providing the employee with a city-owned cell phone.
- (B) The cell phone stipend will be provided in accordance with city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the employee is required to have voice and data communication services.

SECTION 27 Residency Bonus

A police officer shall receive an annual residency bonus in the amount of One Thousand Dollars (\$1,000), or a prorated portion thereof, based on the period of time the police officer resides on a permanent basis in the Goshen city limits in accordance with the current Residency Bonus Policy.

SECTION 28 Hiring Bonus

- (A) A new employee meeting the eligibility prerequisites before beginning employment as a police officer with the Goshen Police Department is eligible to receive a hiring bonus in accordance with the terms of the collective bargaining agreement and the terms and conditions of an agreement to be executed between the City of Goshen and the employee. The amount of the hiring bonus and when it will be paid will be determined by the Board of Public Works and Safety. In addition, upon commencement of employment, the eligible police officer will receive a base wage equal to the base wage paid to a patrol officer as set forth in Exhibit A and the eligible police officer will receive forty-five (45) hours of paid sick leave.
- (B) The eligibility prerequisites include the police officer having completed the minimum Tier I basic training requirements and having an active certification with the Indiana Law Enforcement Training Board. The police officer must have served with another Indiana law enforcement agency a minimum of one year and have separated from the other agency within twelve (12) months of accepting first-time employment with the Goshen Police Department.

SECTION 29 Local Pension Board Secretary

An employee serving as the secretary to the Local Pension Board shall receive additional compensation of Three Thousand Seven Hundred Seventy Dollars (\$3,770) per year. The additional compensation shall be included in the employee's regular bi-weekly paycheck while serving as secretary to the Local Pension Board.

EXHIBIT A
2022 Base Wages

POLICE OFFICERS

| | | <u>Bi-Weekly Salary</u> |
|-----------------------------|---------------------------|---------------------------|
| Police Chief | | \$3,488.61 |
| Assistant Police Chief | | \$3,256.13 |
| Division Chief | | \$2,977.27 |
| | <u>Annual Base Salary</u> | <u>Base Wage per Hour</u> |
| Captain | \$70,032 | \$33.25 |
| Lieutenant | \$64,876 | \$30.81 |
| School Resource Officer | \$64,876 | \$30.81 |
| Detective | \$64,876 | \$30.81 |
| Sergeant | \$61,479 | \$29.19 |
| Patrol Officer | \$58,181 | \$27.63 |
| Probationary Patrol Officer | \$53,527 | \$25.42 |

CIVILIAN EMPLOYEES

| | <u>Base Wage per Hour</u> |
|--|---------------------------|
| Special Police Officer: | \$25.18 |
| Special Police Officer – Investigations & Community Relations | \$25.68 |
| Secretary | \$22.50 |

PASSED by the Goshen Common Council on December ____, 2021.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on December ____, 2021, at the hour of ____: ____
____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on December ____, 2021.

Jeremy P. Stutsman, Mayor



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

Date: December 15, 2021
To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Agreement with Goshen Firefighters Association Local No. 1443, International Association of Firefighters

The City and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, have concluded negotiations of a new agreement. Following is a summary of the changes:

Effective Dates – The agreement is effective from January 1, 2022 through December 31, 2023.

Wages – The base salaries are increased 3.5%.

Health Insurance – The City will continue to pay 80% and the employee will continue to pay 20% of the weekly health insurance premium cost. The weekly premium rates are \$453.86 effective January 2, 2022; and \$473.86 effective January 1, 2023.

Holiday Pay – The City previously paid two and two tenths percent (2.2%) of an employee's base salary as holiday pay. Holiday pay has been added to bargaining unit employees' base salary.

Uniform Allowance – The City previously paid Six Hundred Dollars (\$600.00) as separate pay for employee's to purchase uniforms. Four Hundred Dollars (\$400.00) of this amount has been moved to the employee's base salary.

Sick Leave Buy Back - Upon retirement, City will pay the retiring firefighter for sick hours accumulated between One thousand Six hundred Eighty (1,680) hours and two thousand Four hundred (2,400) hours. Sick hours sold back to City will be sold to City at the rate of Eight and 50/100 Dollars (\$8.50) per hour.

Paramedic Pay – The longevity aspect of paramedic pay was eliminated and each member serving as an active paramedic shall receive paramedic pay of nine percent (9%) of the base salary for a private firefighter.

Minimum Work Force – Clarification was made that the number of staff comprising minimum work force shall be based on active paramedics, rather than "paramedics."

Paramedics – Added back language requiring a newly hired firefighter to successfully complete a paramedic training course.

Suggested Motion: Move to approve and execute the agreement with the Goshen Firefighters Association Local No. 1443, International Association of Firefighters.

AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA
AND

**GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

EFFECTIVE DATES

JANUARY 1, 2022 THROUGH DECEMBER 31, 2023

**AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA**

AND

**GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

| | | |
|---------------|--|----|
| ARTICLE I | Purpose and Definitions..... | 2 |
| ARTICLE II | Coverage | 3 |
| ARTICLE III | Recognition..... | 4 |
| ARTICLE IV | Rights of Management..... | 5 |
| ARTICLE V | Dues Deduction..... | 6 |
| ARTICLE VI | Union Activities..... | 7 |
| ARTICLE VII | Wages | 8 |
| ARTICLE VIII | Hours of Employment..... | 11 |
| ARTICLE IX | Vacations | 12 |
| ARTICLE X | Seniority, Lay-Off and Recall..... | 13 |
| ARTICLE XI | Bereavement Leave..... | 14 |
| ARTICLE XII | Insurance..... | 15 |
| ARTICLE XIII | Uniform Allowance | 16 |
| ARTICLE XIV | Duties of Firefighters | 17 |
| ARTICLE XV | Strike Prohibition..... | 18 |
| ARTICLE XVI | Joint Occupational Safety and Health Program | 19 |
| ARTICLE XVII | Department Strength | 20 |
| ARTICLE XVIII | Grievance Procedure and Arbitration | 22 |
| ARTICLE XIX | Miscellaneous | 24 |
| ARTICLE XX | Pay Days | 25 |
| ARTICLE XXI | Working Out of Classification | 26 |
| ARTICLE XXII | Death Benefits..... | 27 |
| ARTICLE XXIII | Extreme Weather | 28 |
| ARTICLE XXIV | Family Emergency Leave | 29 |
| ARTICLE XXV | Savings Clause..... | 30 |
| ARTICLE XXVI | Non-Discrimination | 31 |
| ARTICLE XXVII | Rules and Regulations | 32 |

| | | |
|---------------------------|--|----|
| ARTICLE XXVIII | Discipline..... | 33 |
| ARTICLE XXIX | Special Schooling | 34 |
| ARTICLE XXX | Duty-Related Illness or Injury | 35 |
| ARTICLE XXXI | Personal Leave..... | 36 |
| ARTICLE XXXII | Severance Pay | 37 |
| ARTICLE XXXIII | Sick Leave | 38 |
| ARTICLE XXXIV | Indemnification..... | 39 |
| ARTICLE XXXV | Physical Examinations..... | 40 |
| ARTICLE XXXVI | Certifications and Classifications | 41 |
| ARTICLE XXXVII | Paramedics..... | 42 |
| ARTICLE XXXVIII | Creation of Fire District..... | 44 |
| SIGNATURE PAGE | | 45 |
| EXHIBIT A – Base Salaries | | 46 |

**AGREEMENT BETWEEN
CITY OF GOSHEN, INDIANA**

AND

**GOSHEN FIREFIGHTERS ASSOCIATION LOCAL NO. 1443,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

This agreement is entered into on January 1, 2022 and continuing through December 31, 2023, by and between the City of Goshen, Indiana, through its Board of Public Works and Safety, hereinafter called “City,” and Goshen Firefighters Association, Local No. 1443, International Association of Firefighters, hereinafter called “Union.”

The City and the Union, in consideration of the mutual covenants and agreements agree as follows:

ARTICLE I Purpose and Definitions

Section One. Purpose

The parties enter into this agreement to incorporate understandings previously reached and other matters into a formal contract; to promote harmonious relations between the City and the Union in the best interests of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between parties.

Section Two. Definitions

- (a) “City” shall include the elected or appointed representatives of the City of Goshen, Indiana, including the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Certified Chief Inspector, and Chief Inspector.
- (b) “Union” shall include all other sworn members of the City Fire Department and the officers or representatives of the Union.
- (c) “Members” shall refer to all employees of the City of Goshen Fire Department represented by the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, including both paramedics and firefighters.
- (d) When the singular number is used, it shall include the plural.
- (e) When the masculine gender is used, it shall include the feminine gender.

ARTICLE II Coverage

This agreement shall be applicable to all sworn members of the City Fire Department, except the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Chief Inspector, and Certified Chief Inspector.

ARTICLE III Recognition

Section One.

The City recognizes the Union as the sole and exclusive bargaining representative for all Members of the Fire Department excepting: the Fire Chief, Assistant Fire Chiefs, Battalion Chiefs, EMS Chief, Chief Inspector, and Certified Chief Inspector. The Union does not represent any part-time or seasonal employees of the Department.

The City agrees it shall not enter into any oral or written agreements with any employee represented by the Union either individually or collectively or with any other organization acting on behalf of such employee for the duration of this agreement.

Section Two.

Notwithstanding the provisions of Section One, City may enter into an agreement with individual employees to repay a prorated share of the cost of paramedic training if the employee does not serve as an active paramedic for at least three (3) consecutive years.

ARTICLE IV Rights of Management

Except as otherwise provided in this agreement, or applicable federal or state law, the City, in the exercise of its functions of management, shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Fire Department, the right to hire, discharge, suspend, discipline, promote, demote, and transfer firefighters. Nothing in this Article shall limit or prevent firefighters' rights to the grievance procedure provided for in this agreement.

ARTICLE V Dues Deduction

Section One. Union Members

The City shall deduct, as dues, from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of Union dues, fees, and assessments. Such sums, accompanied by a list of employees who have authorized such deductions and from whom no deductions were made and the reason therefore, shall be forwarded to the Union Secretary-Treasurer within thirty (30) days after such collections have been made.

ARTICLE VI Union Activities

Section One. General

- (a) Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection.
- (b) Employees may express or communicate any views, grievance, complaint, or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination, or reprisal. However, before any grievance or complaint is aired publicly, the issue shall be presented, in writing, to the Fire Chief and afford the Fire Chief a reasonable opportunity to respond to the grievance or complaint.

Section Two. Released Time

Officers and other representatives of the Union shall be afforded reasonable time during working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing grievances, and administering and enforcing this agreement. The City shall not be required to call in overtime in order to meet the requirements of this Section.

Section Three. Bulletin Boards

The City shall furnish and maintain suitable bulletin boards in convenient places in each station and work areas. The Union shall have the right to utilize such bulletin boards for the posting of information.

Section Four. Meetings

The Union may schedule meetings on Fire Department property.

Section Five. Union Activities

The President or a designee shall be allowed time off with pay not to exceed three (3) days in any calendar year to attend Union conventions and seminars.

ARTICLE VII Wages

Section One. General

The City's annual Compensation Ordinance for Fire Department Employees containing base salary and other benefits as negotiated from time to time by action of the Common Council of the City of Goshen, Indiana, is made a part of this agreement by reference. The base salary to be included in the City's annual Compensation Ordinance for Fire Department Employees is included in Exhibit A attached to this agreement.

Section Two. Overtime Pay

- (a) For the purpose of determining overtime compensation, the calendar year shall be divided into work periods which will consist of twenty-seven (27) consecutive calendar days. A covered employee for the purpose of this Article is an employee who is regularly scheduled to work twenty-four (24) hour days.
- (b) Any covered employee who exceeds two hundred four (204) hours in any work period shall be paid at one-half ($\frac{1}{2}$) the applicable hourly rate for those hours in excess of two hundred four (204) until the employee reaches two hundred sixteen (216) hours in that work period.
- (c) Any covered employee who exceeds two hundred sixteen (216) hours in any work period shall receive two (2) times the base hourly rate for those hours in excess of two hundred sixteen (216) during that period except as provided in paragraph (n) of this section.
- (d) The applicable hourly rate for calculating overtime compensation for hours worked between two hundred four (204) and two hundred sixteen (216) in any work period shall be the annual base salary plus applicable additional payments divided by two thousand seven hundred fifty-six (2,756).
- (e) The base hourly rate for calculating overtime compensation for hours worked in excess of two hundred sixteen (216) in any work period shall be annual base salary divided by two thousand nine hundred twelve (2,912).
- (f) Overtime compensation for any work period shall be paid in the pay period which includes the pay for the 27th day of the work period.
- (g) Overtime shall be assigned for covered employees as uniformly as possible.
- (h) When a covered employee is called in to work overtime, he shall be guaranteed two hours pay at the overtime rate.
- (i) In the event that a covered employee is held over his regular work shift, he shall receive the applicable overtime pay, if any, but shall not be guaranteed two (2) hours pay.
- (j) Overtime between one (1) minute and fifteen (15) minutes shall require payment of one-quarter ($\frac{1}{4}$) hour, overtime between sixteen (16) minutes and thirty (30) minutes shall require payment of one-half ($\frac{1}{2}$) hour, overtime between thirty-one (31) minutes and forty-five (45) minutes shall require payment of three-quarters ($\frac{3}{4}$) hour, and overtime between forty-six (46) minutes and sixty (60) minutes shall require payment of one (1) hour.

- (k) In lieu of cash payment for overtime compensation, the City may elect to provide compensatory time. Such compensatory time shall be credited at the rate of two (2) hours for each hour of overtime worked, up to a maximum of four hundred eighty (480) hours compensatory time. Compensation for all hours in excess of four hundred eighty (480) hours shall be paid in cash at the base hourly rate. A member who has accrued compensatory time off, at City's option, shall be permitted to use such time, provided that such member gives at least fourteen (14) days' notice to the City. All requests for compensatory time off accrued at City's option shall be granted unless the time off will unduly disrupt the operations of the Fire Department.

A member may elect, at member's option, to receive compensatory time (Member Elected Compensatory Time or MECT) in lieu of a cash payment. A member may accrue no more than forty-eight (48) hours of MECT at any time. MECT shall be credited at the rate of two (2) hours for each hour of overtime worked. A member who has accrued MECT shall be permitted to use MECT upon fourteen (14) days' notice to City, provided that the member's absence will not require City to call in another member on overtime to meet minimum staffing requirements. Requests to use MECT will be considered after vacation time and personal days have been assigned provided such vacation time and personal days have been requested by December 31 of the prior year. If at the end of the year a member has not used all MECT, the member may elect to "bank" the unused MECT or elect to be paid the MECT. However, the member may not bank more than forty-eight (48) hours of MECT whether accruing in the current year or prior years. Any payment for actual hours worked shall be paid at two (2) times the base hourly rate applicable in the year in which the hours were worked.

The City may require a member to use accrued compensatory time upon at least fourteen (14) days' notice to the employee. Upon termination of employment, a member shall be paid for unused compensatory time at the member's base hourly rate of pay then in effect, or the average of the pay received by the member during the last three (3) years of employment, whichever is higher. Unused MECT will be paid at the base hourly rate applicable in the year in which the MECT hours were worked. Compensatory time shall be used for no less than four (4) hours at a time.

- (l) For calculating overtime compensation, hours taken off for vacation, sick leave and personal leave will be counted as hours worked, but other types of leave will not be counted as hours worked.
- (m) Applicable additional payments, as used in this Section, shall include annual longevity increase in pay, paramedic pay, specialty pay, and master fire pay or fire officer one pay. Applicable additional payments do not include cost of health insurance, 20 year bonus pay, contributions to pension plan or the value of any other fringe benefit not specifically enumerated.
- (n) If a covered employee is attending mandated paramedic training to obtain initial paramedic license, and the employee works more than two hundred sixteen (216) hours in any work period for the purpose of attending the mandated paramedic training, the employee shall receive one and one-half (1 ½) times the employee's hourly rate. The applicable hourly rate for calculating overtime compensation shall be the annual base salary plus applicable additional payments divided by two thousand seven hundred fifty-six (2,756).

Section Three. Holiday Pay

Members will not receive separate Holiday Pay. Members may or may not work during a holiday observed by the City of Goshen based on normal scheduling and vacation selection. Therefore, each member's base salary takes these considerations into account.

Section Four. **Annual Longevity Increase in Pay**

- (a) In addition to the regular salary, each member shall receive an annual longevity increase in pay bonus (formerly increment pay bonus) based on Two Hundred Dollars (\$200.00) per year of service, to a maximum of Three Thousand Four Hundred Dollars (\$3,400.00) per year. Effective January 1, 2021, increment pay shall be referred to as annual longevity increase in pay – Members will receive annual longevity increase in pay which is not an additional benefit over and above increment pay.
- (b) Annual longevity increase in pay is to be included in the regular bi-weekly check and is to reflect the number of years and partial years completed by the respective member of the Fire Department at the end of the previous fiscal year.
- (c) Notwithstanding Article XII, Section 4(a), above, Members shall receive a one-time bonus payment for more than twenty (20) years of continuous service to the Department in the amount of fifteen percent (15%) of the current year's private pay, which shall be paid to the member within the thirty (30) days after the member's 20th employment anniversary.

Section Five. **Probationary Firefighters**

- (a) During periods of training, a probationary firefighter is not entitled to any more overtime pay that is mandated by the federal Fair Labor Standards Act, notwithstanding the provisions of Section Two.
- (b) No probationary firefighter shall be counted as manpower as outlined in Article XVII until all of his or her personal protective equipment has been received by the firefighter and fits correctly. In the event the firefighter's personal protective equipment delivery is delayed, and City has personal protective equipment that fits adequately as determined by the current committee defined in Article XIII, paragraph (c), and passes the current personal protective equipment inspection process, the firefighter may be issued the temporary personal protective equipment until the firefighter's new personal protective equipment arrives and fits correctly. If City cannot provide a complete ensemble of personal protective equipment, the probationary firefighter shall not be counted as manpower as outlined in Article XVII. The probationary firefighter can begin employment for other purposes such as training and administrative purposes.

ARTICLE VIII Hours of Employment

Section One. Work Schedule

- (a) Regular Schedule. The regular work schedule of firefighters shall be:
- (1) A twenty-seven (27) day tour of duty with each work day to consist of twenty-four (24) hours starting at 07:00 hours.
 - (2) The platoon system shall be a three-platoon system.
- (b) Flex Schedule. One (1) firefighter per platoon may be scheduled to work forty (40) hour weeks or scheduled to work different platoons to reduce overtime, accommodate light duty assignments, or work special projects. Any firefighter who is ill or injured cannot be assigned light duty without the firefighter's consent.
- (c) In the event a firefighter is scheduled to work a forty (40) hour week, the firefighter will not be required to work more than seven (7) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work one (1), forty (40) hour week in the twenty-seven (27) day work period; five (5) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work two (2), forty (40) hour weeks in the twenty-seven (27) day work period; or three (3) regularly scheduled twenty-four (24) hour work days if the firefighter is scheduled to work three (3), forty (40) hour weeks in the twenty-seven (27) day work period.

Section Two. Trading of Days

Firefighters shall be permitted to voluntarily trade work days, provided, however, that firefighters shall not be permitted to "borrow" time from the City, and provided further that all time traded shall be paid back within twelve (12) months.

Section Three. Probationary Firefighters

A probationary firefighter may be scheduled for work in any fashion during periods of paramedic training that minimize the overtime earned by the probationary firefighter or reduces the need to call in other firefighters for overtime duty.

ARTICLE IX Vacations

Section One. Eligibility and Amounts

Vacation time shall be granted to the benefit of firefighters based upon years of service, as follows:

- (a) Firefighters who have completed up to eight (8) years of service, shall accrue twelve (12) hours of vacation per month up to one hundred forty-four (144) hours of vacation.
- (b) Firefighters who have completed eight (8) years of service, but less than fifteen (15) years of service, shall accrue eighteen (18) hours of vacation per month up to two hundred sixteen (216) hours of vacation.
- (c) Firefighters who have completed fifteen (15) years of service shall accrue twenty four (24) hours of vacation per month up to two hundred eighty-eight (288) hours of vacation.

Section Two. Vacation Schedule

- (a) Selection
 - (1) All vacation selections must constitute a minimum of one (1) three (3) day work cycle, or the total amount of accrued vacation hours the Member has remaining, whichever is less
 - (2) Vacations shall be selected on the basis of seniority per shift, and each firefighter may select up to two (2) consecutive three (3) day work cycles of vacation on his first pick. The days must be consecutive work days.
 - (3) The firefighter may select three (3) days; however, they must wait until all other Members have made their initial selections before being allowed a second pick of three (3) days. .
- (b) Not less than two (2) Members per shift shall be eligible for vacation at any time.
- (c) Vacation schedules for each shift will be posted by the ranking member of the shift by November 15. All vacation picks shall be made by December 20 according to seniority. After everyone eligible has scheduled their first choice, then the ones with three (3) days remaining on their first pick may select their next three (3) days. After their selection, the ones with nine (9) days may pick their next three (3), then after that, the ones with twelve (12) may pick their remaining three (3) days.
- (d) Any three (3) day work period that begins prior to December 29 of the year being selected may be selected as a vacation period for that year.
- (e) When a firefighter is transferred from one shift to another after vacations are picked, his vacation will transfer with him, within a maximum of seven (7) days of his original pick.

ARTICLE X Seniority, Lay-Off and Recall

- (a) Seniority shall be determined by the date of the firefighter's current appointment to the Department. In the event that two (2) or more firefighters are appointed on the same date, seniority shall be awarded on the basis of the order of Pension Board selection.
- (b) A "lay-off" is hereby defined as a necessary reduction of the work force of the Fire Department. Lay-offs shall be made in the reverse order of seniority; that is, the firefighter with the least seniority shall be laid off first, and the firefighter with the most seniority shall be laid off last.
- (c) A "recall" shall be an increase of the work force with the Fire Department following a lay-off. Recall shall be by seniority with the firefighter with the most seniority being the first individual to be recalled, and the firefighter with the least seniority being the last individual to be recalled.
- (d) In the event of a personnel reduction, no new employees shall be hired until all laid-off employees are recalled or have refused to return to work.
- (e) If any position of the Fire Department presently being performed by a firefighter is performed by civilian or volunteer help, no firefighter shall be laid off as a result.

ARTICLE XI Bereavement Leave

Section One.

In case of death in the firefighter's immediate family (meaning parent, spouse, grandparent, grandchild, parent-in-law, brother, sister, sister-in-law, brother-in-law, child and stepchild who is or has been a member of the firefighter's household), a firefighter shall receive upon request five (5) consecutive calendar days off without loss of regular pay commencing from the date of death to make preparations for and attend the funeral and burial of such relative, and after the funeral and burial, to attend to any necessary business or legal matters of the decedent or his estate. In addition, any firefighter who is asked to be a pallbearer will have time off to attend the funeral.

Section Two.

In the case of death of a member of the employee's family other than set forth above in Section One of this Article, an employee may be granted upon request twenty four (24) hours of leave without loss of regular pay.

Section Three.

In case of death of a co-worker, an employee may be granted reasonable time off to attend the funeral of said co-worker, provided that staffing permits. As contained herein, co-worker shall be identified as an employee at time of death.

Section Four.

The Fire Chief shall have the right to grant, in appropriate cases and at his own discretion additional time or days off work for funerals which may be taken as personal leave, sick leave or compensatory time off at the option of the firefighter.

ARTICLE XII Insurance

Section One.

The City shall provide at City's expense medical and hospitalization insurance for each member and the member's spouse and eligible dependents.

Section Two.

For the term of this agreement, each member shall contribute no more than twenty (20) percent of the cost of the health insurance premium per week. This contribution shall be deducted from the member's bi-weekly paycheck. The City shall contribute no less than eighty (80) percent of the cost of the health insurance premium per week. Based on Central States' 2021 quote, the City's contribution will be as follows:

- (a) Four Hundred Fifty-three and 86/100 Dollars (\$453.86) per week effective January 1, 2022.
- (b) The amount not to exceed Four Hundred Seventy-Three and 86/100 Dollars (\$473.86) per week effective January 1, 2023.

Section Three.

City agrees to contract with Central States, Southeast and Southwest Areas Health and Welfare Fund to purchase Central States' C6 Benefit Plan. City's obligation to provide Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan is subject to Central States continuing to offer coverage to the City's other employees at the same rate that Central States offers the Plan to the City's Union employees.

Section Four.

For the purposes of this Article, Members shall include all firefighters or paramedics off work due to injury and/or illness until such time as such Members begin receiving disability benefits from the fire pension fund.

Section Five.

If City decides to drop the Central States C6 Plan because the cost of the Plan exceeds the maximum cost per week per employee as established by Central States' 2021 quote incorporated into this agreement by reference, City agrees to consult with Union as part of the process of selecting a new insurance plan. City agrees to replace as much of Central States' C6 Plan, including dental, vision, life insurance and disability benefits, as City can for the cost maximums set out in Article XII, Section Two. Any new insurance plan will, at a minimum, provide the health insurance benefits. However, City does not agree to provide the dental, vision, life insurance and disability benefits provided in Central States' C6 Plan if the cost of providing such benefits exceeds the maximum set out in Article XII, Section Two of this agreement.

ARTICLE XIII Uniform Allowance

- (a) The City, in addition to all other compensation, shall pay each firefighter a uniform allowance of Two Hundred Dollars (\$200.00) per year to purchase and maintain uniforms as prescribed by the Chief and uniform committee. In consideration of this allowance, the firefighters agree to keep their uniforms neat, clean and in good repair and to replace all worn out or obsolete clothing as necessary except as provided below. All firefighters shall be subject to a dress inspection of the Board of Public Works and Safety or its designator on an annual basis.
- (b) The City will purchase at City's expense the following items for each firefighter:
 - (1) Helmet and eye protection
 - (2) Bunker coats and pants
 - (3) One (1) pair Boots
 - (4) Two (2) pairs of Gloves
 - (5) Two (2) Hoods
 - (6) Self-contained breathing apparatus (SCBA) facemask
- (c) The quality and brand of equipment to be purchased under paragraph (b) above will be recommended by a committee consisting of 2 Union appointed representatives and a Chief Officer. The committee's recommendation will be subject to the approval of the Chief of the Department.
- (d) City will purchase each firefighter new bunker coats and pants every five (5) years. City will purchase new helmets, eye protection issued with helmet, boots, gloves, hoods, and SCBA facemasks as such equipment wears out. However, the firefighter will replace at the firefighter's own expense any equipment, including bunker coats and pants that are lost or are damaged outside the line of duty.
- (e) Members shall not be required to pay for the issuance of new items of clothing not presently a part of the firefighter's required clothing. Once new items of clothing are issued, however, Members shall maintain such items of clothing as set forth in paragraph (a) of this Article.

ARTICLE XIV Duties of Firefighters

Section One.

The firefighters' duties shall consist of keeping the quarters, grounds and all Fire Department vehicles clean and all other work directly connected with firefighting. Exterior painting and work which requires special skills not customarily held by firefighters such as plumbing and electrical work shall not be required to be performed by firefighters but may be performed by them voluntarily.

Section Two.

Firefighters shall not be required to engage in training or schooling on the following holidays:

- (a) New Year's Day, January 1
- (b) Martin Luther King, Jr. day, the third Monday in January
- (c) Memorial Day, the last Monday in May
- (d) Independence Day, July 4
- (e) Labor Day, the first Monday in September
- (f) Veteran's Day, November 11
- (g) Thanksgiving Day, the fourth Thursday in November
- (h) Day following Thanksgiving Day
- (i) Christmas Eve, December 24
- (j) Christmas Day, December 25

unless the school or training is licensed or certified by the state or federal government.

Firefighters shall not be required to engage in training or schooling which is not certified by the state or federal government more than six (6) weekend days per shift per year.

ARTICLE XV Strike Prohibition

Section One.

The Union will not engage in, nor sanction a strike during the life of this agreement or any extension thereof.

Section Two.

A strike by personnel of Goshen Fire Department shall constitute a violation of this contract and shall subject those individuals participating in such a strike action to possible discharge from the Department.

ARTICLE XVI**Joint Occupational Safety and Health Program**

Section One.

It is the desire of the City and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, death, injuries, and illness in the fire service.

Section Two.

- (a) At the request of either the Mayor or Union representative, an Occupational Safety and Health Committee shall be established consisting of four (4) members, two (2) appointed by the Union representative and two (2) appointed by the Mayor.
- (b) The Committee shall meet as needed. Safety Committee members will be granted reasonable time off with pay when meeting jointly with the Mayor or his designee and for any inspection or investigation of safety or health problems in the Fire Department.
- (c) A record shall be kept of all accidents, injuries and illnesses which shall be maintained by the Fire Department. Copies of all records and reports shall be made available upon request to the Safety Committee members.

Section Three.

The City shall see that the following measures are taken:

- (a) Provide Coast Guard approved life preservers for all hazardous water related activities.
- (b) Provide an ambulance with paramedics and life support equipment at the scene of all multiple alarm fires or emergencies.
- (c) The Cascade system or any replacement system shall be tested according to Department of Transportation regulations not less than once every five (5) years by a licensed agency and maintained in good working order, and City shall provide not less than thirty (30) self-contained breathing apparatus in good working order so that all Members of the Fire Department will have such equipment at their disposal for protection from dangerous gas and smoke. This equipment shall be tested according to Department of Transportation regulations not less than once every five (5) years by a licensed agency and maintained in good working order.
- (d) Fresh air tanks shall be tested hydrostatically in accordance with the Department of Transportation regulations.
- (e) All aerial ladder, platform trucks, and aero chiefs shall be tested at least once every three (3) years for defects by Manufacturer's Representative according to National Fire Protection Association regulations and all defects shall be promptly repaired by the City.

ARTICLE XVII Department Strength

Section One. Minimum Work Force

- (a) It is agreed between the parties that a firefighting work force of at least thirteen (13) firefighters, excluding the inspectors, fire chief, and assistant fire chiefs, shall be on duty at all times.
- (b) At least six (6) active paramedics shall be a part of the thirteen (13) person minimum work force.
- (c) [intentionally left blank]
- (d) Each frontline ambulance shall respond to calls with not less than two (2) active paramedics. Any additional, reserve ambulance called in to service in addition to all three (3) front-line ambulances shall respond to calls with staff determined by the administration. If a reserve ambulance is called in to service to replace a primary frontline ambulance, then the reserve ambulance shall respond to calls with not less than two (2) active paramedics.
- (e) Any fire apparatus responding to a call shall respond with at least two (2) firefighters and/or active paramedics unless the response is to a multiple-alarm event.
- (f) Whenever the work force is reduced below the minimum requirements, the officer in charge will refer to the extra duty schedule for the next person in line to work.

Section Two. Call In for Duty

- (a) Paramedics. In the event that a paramedic is needed to meet minimum work force requirements and no active paramedic volunteers to work, the Fire Chief or officer in charge shall order the active paramedic with the least seniority to work if he can be located and shall continue to order active paramedics to work in reverse order of seniority until an active paramedic is located with the following exceptions:
 - (1) No active paramedic can be ordered to work more than once in any given twenty-seven (27) day period unless all active paramedics located have already been called in at least once in the period.
 - (2) No active paramedic can be ordered to work if the calling would result in the active paramedic working more than fifty (50) hours in a seventy-two (72) hour period unless all active paramedics located have already been called in at least once in twenty-seven (27) day period or their call-in would result in working more than fifty (50) hours in a seventy-two (72) hour period. In the event an active paramedic would be ordered in resulting in his working more than fifty (50) hours in a seventy-two (72) hour period, the active paramedic should be allowed to leave duty as soon as other staffing commitments consistent with this agreement can be met if the active paramedic requests. City must, however, comply with Indiana Code 36-8-4-9.
- (b) Firefighters. In the event that a firefighter is needed to meet minimum work force requirements and no firefighter volunteers to work, the Fire Chief or officer in charge shall order the firefighter with the least seniority to work if he can be located and shall continue order firefighters to work in reverse order of seniority until a firefighter is located with the following exceptions:

- (1) No firefighter can be ordered to work more than once in any given twenty-seven (27) day period unless all firefighters located have already been called in at least once in the period.
- (2) No firefighter can be ordered to work if the calling would result in the firefighter working more than fifty (50) hours in a seventy-two (72) hour period unless all firefighters located have already been called in at least once in a twenty-seven (27) day period or their call-in would result in working more than fifty (50) hours in a seventy-two (72) hour period. In the event a firefighter would be ordered in resulting in his working more than fifty (50) hours in a seventy-two (72) hour period, the firefighter should be allowed to leave duty as soon as other staffing commitments consistent with this agreement can be met if the firefighter requests. City must, however, comply with Indiana Code 36-8-4-9.

ARTICLE XVIII Grievance Procedure and Arbitration

- (a) A “grievance” is defined to mean any difference that may arise between the parties or between the City and a firefighter employee covered by this agreement as to any matter involving interpretation, meaning, application or violation of any of the provisions of this agreement. A “grievant” is defined as any firefighter employee covered by this agreement, group of firefighter employees, or the Union.
 - (1) It shall first be the responsibility of the grievant to reduce the grievance to writing citing the specific provisions of this contract that the grievant believes have been violated within thirty (30) days after the grievance arises and present the written grievance to the Chief.
 - (2) If the Chief does not respond to the grievance within fifteen (15) days, the grievant may request the Board of Public Works and Safety hear the grievance. The Board of Public Works and Safety shall schedule the grievance for a hearing within ten (10) days of receiving the grievant’s request for a hearing.
 - (3) If the Chief does respond, but his response is not acceptable to the grievant, the grievant may request that the Board of Public Works and Safety hear the grievance. The written request for the Board of Public Works and Safety to hear the grievance shall be delivered to the Mayor’s office within fourteen (14) days of the Chief’s decision. The grievant shall specify the provisions of this contract that the grievant believes have been violated.
- (b) Either party may send written notice of a demand for arbitration to the other party within thirty (30) days of an unfavorable ruling of the Board of Public Works and Safety or within sixty (60) days of the Board of Public Works and Safety hearing if the Board of Public Works and Safety fails to act. The dispute shall be submitted to arbitration before an impartial arbitrator selected as provided below.
 - (1) If within ten (10) days after a demand for arbitration, the parties are unable to agree upon an arbitrator, the City and Union shall each submit a list of three (3) arbitrators selected from the list of mediators maintained by the Elkhart Circuit Court. Within five (5) days after the list of arbitrators is selected, a designee from the Union and a designee from the City shall meet and select the arbitrator by alternately striking a name from the combined list. The designee striking first shall be determined by the flip of a coin. If the person selected accepts appointment, such person shall arbitrate the dispute. If the person selected declines the appointment, the appointment will be offered to the next to last person to be struck from the list. This process shall continue until one of the selected persons agrees to arbitrate the dispute.
 - (2) The arbitrator shall hold a preliminary hearing to define the issues to be arbitrated, and establish the process to be used for the arbitration.
 - (3) The arbitrator shall hold a final hearing on the issues to be arbitrated, make such investigation as the arbitrator deems necessary to a proper decision, and render its decision in writing. The decision of the arbitrator shall be final and binding upon the parties.
 - (4) The arbitrator is authorized to conduct such hearing in an informal manner and without recourse to the technical, common law rules of evidence required in judicial proceedings. Every person who is a party to such proceedings shall have the right to submit evidence in

open hearing and shall have the right of cross-examination. Hearings may be held at any place in the county agreed to by the parties or in the absence of agreement, as determined by the arbitrator.

- (5) The arbitrator's fees and the necessary expenses of the arbitration shall be borne by the losing party. However, it is understood and agreed that such fees and expenses shall not include the attorney fees of either party.

ARTICLE XIX Miscellaneous

Section One. Duration

This agreement shall be in effect from January 1, 2022 to and including December 31, 2023.

Section Two. Future Negotiations

The parties agree that commencing no later than May 15, 2023, they will undertake negotiations for a new agreement with the expressed intent of reaching an agreement by August 1, 2023.

Section Three. Extension

In the event the parties are unable to reach a new agreement, the terms and provisions of this agreement shall remain in full force and effect beyond the expiration date until such new agreement is reached.

Section Four. Renegotiation and Amendment

It is understood and agreed by the parties that any provision contained in this agreement may at any time be changed by mutual written agreement of the parties.

ARTICLE XX Pay Days

Section One. Pay Period

Firefighters shall be paid every other Friday.

Section Two. Additional Pay Period

All other pay shall be disbursed by the City as follows:

- (1) Uniform allowance pay will be paid the first pay day in December.
- (2) Twenty (20) year bonus pay will be paid the last pay day of December or at the time of severance from the Department, whichever occurs first.
- (3) Paramedic's pay will be paid the first pay day in December. In the event the paramedic has dropped or involuntarily loses his certification, pay will be prorated accordingly.

ARTICLE XXI**Working Out of Classification**

Section One. **Working out of Classification**

- (a) All privates, sergeants, lieutenants, and captains covered by this agreement who accept the responsibilities and carry out the duties of a position or rank above that which they normally hold shall be paid at the rate for that position or rank while so acting, or as long as they are responsible for said position or rank except while so acting on an emergency basis. The term “emergency” shall mean less than twenty-seven (27) days in each tour of duty. Payment shall be made with the pay period immediately following the time when the work was performed.
- (b) Any member carrying out the duties of a chief officer for an aggregate amount of more than forty-five (45) days, excluding scheduled vacations or personal days, in a calendar year shall receive fifty percent (50%) of the rank differential of member’s current rank pay and chief officers pay for the days the member carried out the duties of the chief officer. Payment will be made on the first pay day in December.

Section Two. **Dual Classification**

Any member holding both Fire and EMS rank shall receive pay for both rank differentials held for as long as both ranks are held.

ARTICLE XXII Death Benefits

The City agrees to pay in full to the employee's beneficiary all Fire Department benefits which the employee has not received during the year the employee dies or is killed while covered under this agreement.

ARTICLE XXIII Extreme Weather

In order to enable firefighters to respond to fire calls in peak condition in extreme weather, firefighters will not be required to perform Fire Department training activities outdoors when elements are of extreme conditions. In addition, such outdoor training will not be commenced under conditions of rain, snow, or extreme winds.

Further, indoor Fire Department house duties will not be required when the extreme temperature conditions are present if there is an absence of indoor controlled temperature (i.e., air conditioning and heating).

ARTICLE XXIV Family Emergency Leave

A firefighter shall have the privilege of leaving the fire station for immediate family emergencies such as illness or accident, or other situations requiring immediate attention. A firefighter shall elect to use sick leave, compensatory time, or unscheduled vacation or personal days in absences in excess of one (1) hour. If unscheduled vacation or personal time is used it shall be used in a minimum of twelve-hour increments or until the end of the shift, whichever is less.

ARTICLE XXV Savings Clause

If any provision of this agreement, or application thereto, to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this agreement and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected thereby.

ARTICLE XXVI Non-Discrimination

The City shall not discriminate against or in favor of any employee for his activity in behalf of, or membership in the Union. The City and the Union agree that there shall be no discrimination against or in favor of any employee because of race, creed, religion, sex, national origin, disability, or political affiliation or non-affiliation.

ARTICLE XXVII Rules and Regulations

Any changes to the present rules and regulations of the City governing the operation of the Fire Department shall not be adopted unless, and until the Union is presented with an opportunity to review the proposed changes and discuss the proposed changes with the City.

ARTICLE XXVIII Discipline

- (a) All firefighters shall have the right upon request to have a Union representative or Union officer present when being brought before any supervisor of the Department for hearings, written reprimands or punishment.
- (b) The Chief of the Fire Department, or the Chief's designee (Captain or above in rank), shall have the authority to issue oral and written reprimands, as well as suspensions up to and including five (5) twenty-four (24) hour days without reporting such action to the Board of Public Works and Safety unless the member receiving the disciplinary action within forty-eight (48) hours after receiving notice of the written reprimand or suspension requests that the Board of Public Works and Safety review the Fire Chief's disciplinary action. There is no right to request a review of an oral reprimand.
- (c) If a request for review is timely filed with the Board of Public Works and Safety by the member, the Fire Chief shall provide the Board with the disciplinary action taken by the Chief and the reasons for such action. The Board, at its discretion, may hold a hearing on the member's review request. If the Board elects to hold a hearing, the Board shall issue written notice of the hearing to the member in person or by a copy left at the member's last and usual place of residence at least fourteen (14) days before the date set for the hearing.

ARTICLE XXIX Special Schooling

Any member required to attend any schooling or training by the Department on the member's scheduled work day will be paid in the same manner as the member would have been paid had the member reported for duty. In addition, the member is entitled to reimbursement for tuition, mileage and reasonable cost of lodging incurred, but not to exceed the City's travel policy allowance. If any member is required to attend schooling or training by the Department on a day other than a scheduled work day, the member shall be paid for the actual hours of instruction. The member is entitled to reimbursement for tuition, mileage and reasonable cost of lodging incurred, but not to exceed the City's travel policy allowance.

All Members shall have an equal opportunity to attend special schooling. Any member attending a special school and requesting that the City pay all or a portion of the costs for such schooling shall submit a request for payment of costs to the Assistant Chief of the Fire Department prior to attending the schooling. The Assistant Chief shall assess the request in accordance with the criteria established by the Standard Operational Guideline approved by the Board of Public Works and Safety. Based on the assessment, the Assistant Chief shall establish a level of payment or reimbursement in accordance with the Guideline. The member's schooling will be paid accordingly upon successful completion of the schooling. If the member does not successfully complete the schooling and the City paid for the member's schooling in advance, the member will reimburse the City the cost of the schooling.

Nothing in this Article, however, shall mandate the City to provide special schooling upon request of a firefighter.

ARTICLE XXX**Duty-Related Illness or Injury**

Section One.

The City shall pay for the care of any member who suffers an illness or injury while performing his duty. The member agrees to submit any claim for medical expenses to City medical insurance plan or any other insurance available to him.

Section Two.

When a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of or in the course of the member's employment by the City and such illness or injury is not of the nature, degree and/or duration necessary to qualify the employee for the benefits under the applicable pension and disability fund, the City will pay the member's pay and benefits for a period not to exceed an aggregate of fifty-two (52) weeks for any such injury or illness.

Section Three.

Any employee covered by firefighter pension and afflicted with an illness or injury resulting from the performance of the employee's duties shall not be required to use sick leave while absent from work.

Section Four.

If a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of the member's employment with the City and such illness or injury is of a nature, degree and duration to qualify the member for benefits under the applicable pension or disability fund, the City will pay the member's pay and benefits until the member begins receiving benefits under the applicable pension and/or disability fund. The City's obligation for pay and benefits shall not exceed an aggregate of fifty-two (52) weeks nor shall the obligation be less than twenty-six (26) weeks for any such injury or illness.

Section Five.

If City believes that a member has suffered a duty related injury or illness of the degree, nature and duration necessary to qualify the employee for the benefits under the applicable pension or disability fund, the City through the Goshen Board of Public Works and Safety may request that the local pension board conduct a hearing to determine whether the employee has a covered impairment under the applicable pension or disability fund. If the local board determines the employee has a covered impairment, an application for benefits shall be immediately made to the applicable pension or disability fund by the employee.

Section Six.

For the purposes of this Article, a covered injury or illness is an injury or illness which permanently or temporarily makes a member unable to perform the essential functions of the employee's duties considering reasonable accommodations.

This provision is intended to be identical to Indiana Code 36-8-8-12.3 definition of a covered impairment. If the Indiana Code's definition of covered impairment is modified, this contract definition shall be modified accordingly.

ARTICLE XXXI Personal Leave

Members who have accumulated forty-eight (48) hours of sick leave shall be entitled to seventy-two (72) hours of personal leave per year. Application for personal leave shall be made to the employee's Department head, who shall consider the date(s) involved and grant or deny the leave accordingly. Personal leave hours shall not be cumulative from year to year. This policy does not, however, affect the cumulative effect of sick leave from year to year. Personal leave may be taken at a minimum of twelve (12) hours per use.

If any member has unused personal leave at the end of the year, he or she shall be paid for such unused personal leave at the hourly wage.

ARTICLE XXXII Severance Pay

Section One.

A member will be entitled to severance pay when a member is unable to perform the essential functions of the employee's duties, considering reasonable accommodations, due to an illness or injury arising out of or in the course of the member's employment by the City, and the illness or injury is of the nature, degree, and/or duration necessary to qualify the employee for benefits under the applicable pension and disability fund. The severance pay will be fifty percent (50%) of the remainder of the following:

- (a) The member's pay and benefits for fifty-two (52) weeks, less
- (b) The pay and benefits paid to the member by the City under the Article entitled "Duty Related Illness or Injury."

The City will pay the member severance pay within fourteen (14) days of the member receiving benefits under the applicable pension and disability fund.

Section Two.

Once severance payment is made, City shall have no further obligation for payments for duty related illness or injury.

ARTICLE XXXIII Sick Leave

- (a) All firefighters shall earn twelve (12) hours of sick leave for each month of active employment. No sick time will accrue when a firefighter is on leave for thirty (30) days or longer. Such leave would not include the use of vacation time, personal leave or compensatory time off. There is no maximum accumulation of sick leave.
- (b) If at the end of any calendar year a firefighter has seven hundred twenty (720) hours of sick time accumulated (not counting sick time to be sold back), the firefighter may elect to sell back to City up to one hundred forty-four (144) hours of sick time, however, the hours of sick time sold back to City under this paragraph cannot exceed the hours of sick time earned the previous year less the sick time used during that year. The firefighter's election to sell back sick time must occur between January 1 and February 15 of the following year [a period of forty-six (46) days].
- (c) City agrees to have sick time earned but unused reflected on each firefighter's pay stub at least once a month or posted within each fire station at least once a month.
- (d) Sick time may be used at a minimum of four (4) hours.
- (e) If a firefighter has more than two thousand eight hundred eighty (2,880) hours of sick time accumulated at the end of any calendar year (not including the sick time to be sold back), the firefighter may elect to sell the City up to seventy-two (72) hours of sick time back to the City in any calendar year. The total number of hours of sick time [adding hours under paragraph (b) and paragraph (e)] sold back by any firefighter may not exceed one hundred forty-four (144) hours in any calendar year.
- (f) Upon retirement, City will pay the retiring firefighter for sick hours accumulated between One thousand Six hundred Eighty (1,680) hours and two thousand Four hundred (2,400) hours.
- (g) Any firefighter who has an injury or illness that does not permit the firefighter to work as a full-time firefighter may request a meeting with the Human Resources Manager and the Fire Chief or his designee to explore the opportunity for full- or part-time light-duty work in the Fire Department.
- (h) Any sick hours sold back to City will be sold to City at the rate of Eight and 50/100 Dollars (\$8.50) per hour.
- (i) If a firefighter is receiving short-term disability benefits provided under Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan, the firefighter may elect to use sick leave hours to supplement the short-term disability plan benefits to replace the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage.

The firefighter will only be required to use the proportional share of sick leave hours necessary to cover the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage.

The firefighter may not elect to use more sick leave hours than is necessary to cover the difference between the amount the firefighter receives under the short-term disability leave plan and the firefighter's regular wage. The firefighter cannot receive more than the firefighter's regular weekly wage.

ARTICLE XXXIV Indemnification

The City shall indemnify and hold harmless any firefighter from all legal claims, suits, causes or judgments arising out of the acts or omissions of the firefighter arising out of and in the course of the performance of the duties of such firefighter. Indemnity shall not be provided in the event any firefighter willfully violates any legal order of his superior officer or is guilty of willful or wanton misconduct.

ARTICLE XXXV Physical Examinations

The City shall provide a physical examination for each member once every three (3) years at no expense to the member. The member agrees to submit to the examination at the time and place designated by the City, provided the member is given at least ten (10) days' notice and reasonable accommodation to the member's schedule are made. The physical examination reports shall be the property of the City and made a part of the member's medical record. A copy of the report shall be furnished to the member. The physical examination shall be consistent with current OSHA firefighter requirements.

ARTICLE XXXVI Certifications and Classifications

In addition to regular salaries, each member shall receive the following amounts for each classification to which the member is appointed.

- (a) Fire Training Instructors (minimum 3 positions), Seven Hundred Fifty Dollars (\$750.00).
- (b) Public Relations and Education (minimum 3 positions), Five Hundred Dollars (\$500.00).
- (c) Arson Investigator (minimum 4 positions), Six Hundred Dollars (\$600.00).
- (d) EMS Training Instructors (minimum 3 positions), Seven Hundred Fifty Dollars (\$750.00).

ARTICLE XXXVII Paramedics

Section One.

As a condition of employment, a newly hired firefighter shall be required to attend and successfully complete a paramedic training course.

After consultation with the newly hired firefighter, the fire chief will instruct the firefighter when to enroll into a paramedic training course if the firefighter is not already enrolled in or attending paramedic training prior to beginning employment.

Section Two.

Any firefighter attending paramedic training shall schedule all training sessions when the firefighter is scheduled to work to the extent possible.

Section Three.

A paramedic is not considered active if the paramedic is not regularly assigned at least two (2) paramedic shifts in a twenty-seven (27) day period.

Section Four.

Any active paramedic shall not allow his/her paramedic certificate/license to lapse without the approval of the Fire Chief and the Board of Public Works and Safety.

Section Five.

If the number of active paramedics exceeds thirty-one (31), any active paramedic with at least twelve (12) years of service may request approval to become inactive. The request shall be granted unless a paramedic with more service as an active paramedic requests to become inactive.

Section Six.

[Intentionally left blank]

Section Seven.

In addition to regular salaries, each member serving as an active paramedic shall receive paramedic pay of nine percent (9%) of the base salary for a private firefighter.

Section Eight. **Restricted Paramedic**

- (a) Provided staffing levels permit, a paramedic with at least eight (8) continuous years of service as a paramedic may request to be placed on a restricted paramedic assignment for one (1) calendar year.
- (b) During the restricted assignment period, the member shall receive thirty (30) percent of their current paramedic pay for that year.
- (c) The member may be assigned to serve as a paramedic no more than one (1) twenty-four (24) hour shift per month of the duration of the restricted assignment. No more than one (1) paramedic per

shift may be placed on a restricted assignment at a time. The restricted paramedic shall not qualify for overtime requiring assignment to an ambulance. The restricted paramedic shall not be allowed to reduce his or her restricted assignment from one (1) calendar year.

- (d) The restricted paramedic may be assigned as a paramedic in the event of a State or Local declared emergency, or in the event of a Mass Casualty Incident, if needed, in addition to the monthly limit.
- (e) In the event that more than one (1) paramedic from each shift requests restricted assignment, it shall be up to the Fire Chief to select which paramedic is allowed the restricted assignment, with the input of the Union.
- (f) Once the restricted assignment has concluded, the paramedic shall continue to receive paramedic pay as before the restricted assignment and must remain as an active paramedic for no less than two (2) additional years.
- (g) City and Union agree to continue to discuss the concept of a Reserve Paramedic to replace or supplement the Restricted Paramedic language of this section. The Union agrees to discuss the reserve paramedic concept with the fire chiefs to forge a provision that both the Union and fire chiefs support. Once the provision is agreed to by the Union and fire chiefs, the provision will be submitted to the Mayor for approval and then to the Board of Public Works and Safety for final approval.

ARTICLE XXXVIII Creation of Fire District

In the event that action of the State of Indiana or County of Elkhart imposes a fire district or other expansion of the fire service area upon the City of Goshen which includes territory outside the corporate boundaries of the City of Goshen and Elkhart Township or if the Mayor and the Goshen Common Council determine that it is in the best interest of the City of Goshen to be included in a fire district or other expansion of the fire service area that includes territory outside the corporate limits of the City of Goshen and Elkhart Township, City and Union agree to meet, discuss and attempt to renegotiate those sections of this agreement that will be impacted by the new territory to be serviced or by the inclusion of the new service area.

SIGNATURE PAGE

The Union and the City, by and through their duly authorized officers and representatives, and intending to be legally bound now sign this agreement on December _____, 2021.

CITY

UNION

Jeremy P. Stutsman, Mayor

Matthew E. Whitford

Michael A. Landis, Board Member

Patrick Martin

Mary Nichols, Board Member

Jonathan Weishaupt

DeWayne Riouse, Board Member

Barb Swartley, Board Member

EXHIBIT A – Base Salaries

| Position | 2022* | 2023 |
|----------------------|----------|----------|
| Captain | \$64,863 | \$67,133 |
| Ambulance Captain | \$64,863 | \$67,133 |
| Lieutenant | \$61,587 | \$63,743 |
| Ambulance Lieutenant | \$61,587 | \$63,743 |
| Sergeant | \$58,149 | \$60,184 |
| Ambulance Sergeant | \$58,149 | \$60,184 |
| Private | \$56,689 | \$58,673 |
| Probationary Private | \$56,689 | \$58,673 |

* In addition to the base salary, City will pay one percent (1%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8 beginning in 2012.

RESOLUTION 2021-37

Approve 2022 Compensation for Fire Department Employees

WHEREAS, in accordance with Indiana Code § 36-8-3-3(d), in the event the annual compensation of all members of the Fire Department for the ensuing budget year is not fixed by ordinance of the Common Council by November 1, the Board of Public Works and Safety shall fix the annual compensation, subject to change by ordinance.

WHEREAS, the City of Goshen and Goshen Firefighters Association Local No. 1443, International Association of Firefighters, representing the sworn members of the Goshen Fire Department, concluded negotiations of a new agreement after November 1, 2021.

WHEREAS, the compensation, including wages and benefits, for Goshen Fire Department employees is set forth in Ordinance 5102, 2022 Compensation for Fire Department Employees, and is based on the terms of the new agreement for those employees represented by the Union.

WHEREAS, Ordinance 5102 will be presented to the Common Council at an upcoming meeting.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the 2022 maximum compensation, including wages and benefits, for Goshen Fire Department employees as set forth in the attached Ordinance 5102, 2022 Compensation for Fire Department Employees.

PASSED by the Goshen Board of Public Works and Safety on December ____, 2021.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

ORDINANCE 5102

2022 Compensation for Fire Department Employees

BE IT ORDAINED, pursuant to Indiana Code § 36-8-3-3(d), the Goshen Common Council approves the 2022 maximum compensation, including wages and benefits, for Goshen Fire Department employees as follows:

SECTION 1 Application of Ordinance

- (A) All positions covered by this ordinance are considered full-time positions.
- (B) For the purposes of this ordinance, when reference is made to “Non-Bargaining Unit Employees,” “Non-Bargaining Unit Positions,” or a category of employees that are not covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Fire Chief,
 - (2) Assistant Fire Chief,
 - (3) Certified Chief Inspector,
 - (4) Chief Inspector,
 - (5) Inspector I,
 - (6) Inspector II,
 - (7) Civilian Firefighter, and
 - (8) Battalion Chief.
- (C) For the purposes of this ordinance, when reference is made to “Bargaining Unit Employees,” “Bargaining Unit Positions,” or a category of employees that are covered by the collective bargaining agreement, this reference shall apply to employees in the following positions:
 - (1) Captain,
 - (2) Ambulance Captain,
 - (3) Lieutenant,
 - (4) Ambulance Lieutenant,
 - (5) Sergeant,
 - (6) Private, and
 - (7) Probationary Private.
- (D) This ordinance does not apply to compensation paid to any civilian employee positions not listed in paragraph (B), and the Civilian Fire Chief position. All said positions are covered by the ordinance fixing the compensation for the Civil City employees.

SECTION 2 Conflicting Provisions

Should the terms of the collective bargaining agreement between the City of Goshen and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, be more favorable than the provisions of this ordinance, then the bargaining unit employees shall be compensated in accordance with the terms of the collective bargaining agreement.

SECTION 3 Wages

- (A) Exhibit A, 2022 Base Wages, sets forth the maximum base wages for all employees. The executive shall set the compensation for all employees within the maximum amounts established by this ordinance and, for those bargaining unit employees, in accordance with the amounts established by the collective bargaining agreement.
- (B) The Fire Chief and Assistant Fire Chief positions shall be compensated on a salary basis.
- (C) The Certified Chief Inspector, Chief Inspector, Inspector I, Inspector II, and Civilian Firefighter positions shall be compensated for all hours worked in a seven-day work period in accordance with the Fair Labor Standards Act.
- (D) The Battalion Chief position shall be compensated for all hours worked in a work period consistent with the terms of the collective bargaining agreement for Bargaining Unit Positions.
- (E) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
 - (1) Except as provided by subsection (E)(2), for the purposes of calculating overtime compensation, the employee shall be compensated:
 - (i) One-half ($\frac{1}{2}$) the applicable hourly rate for hours worked in excess of two hundred four (204) hours to two hundred sixteen (216) hours in any work period. The applicable hourly rate shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756) hours.
 - (ii) Two (2) times the base hourly rate for hours worked in excess of two hundred sixteen (216) hours in any work period. The base hourly rate shall be the annual base salary divided by two thousand nine hundred twelve (2,912) hours.
 - (2) If an employee in a Bargaining Unit Position is attending mandated paramedic training to obtain the initial paramedic license, the employee shall be compensated one and one-half ($1\frac{1}{2}$) times the employee's hourly rate for hours worked in excess of two hundred sixteen (216) hours in any work period for the purpose of attending mandated paramedic training. The applicable hourly rate shall be the annual base salary plus applicable fringes divided by two thousand seven hundred fifty-six (2,756) hours.
 - (3) An employee called in to work overtime shall be guaranteed a minimum of two (2) hours pay at the employee's overtime rate.
 - (4) In lieu of cash payment for overtime compensation,
 - (i) City may elect to provide employees compensatory time at the rate of two (2) hours compensatory time off for each hour of overtime worked, up to a maximum of four hundred eighty (480) hours of compensatory time.
 - (ii) An employee may elect to receive member elected compensatory time ("MECT") at the rate of two (2) hours compensatory time off for each hour of overtime worked, up to a maximum of forty-eight (48) hours. Unused MECT shall be paid at the base hourly rate applicable in the year in which the MECT hours were worked.

- (F) Except for the payment of unused MECT under subsection (E)(4)(ii), upon leaving city employment, an employee will be compensated for all unused compensatory time based on the higher rate of:
- (1) The average regular rate received by the employee during the last three (3) years of employment with the city; or
 - (2) The final regular rate received by the employee.

SECTION 4 Payment of Wages

- (A) The city shall issue paychecks, at minimum, on a bi-weekly basis.
- (B) Paychecks issued in 2022 will have gross wages calculated using the 2022 wage rates even if a portion of the pay period falls in 2021.

SECTION 5 Firefighters' Pension and Disability Fund

Each employee is eligible to participate in the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The city shall pay the employer's percentage contribution to the pension plan as required by Indiana Code § 36-8-8-6, and the city will pay one percent (1%) of the employee's contribution to the pension plan to the extent the contribution is required by Indiana Code § 36-8-8-8.

SECTION 6 Health Insurance

Each employee must enroll in the city's group health insurance plan. The city shall pay eighty percent (80%) (Three Hundred Sixty-three and 09/100 Dollars (\$363.09)) and the employee shall pay twenty percent (20%) (Ninety and 77/100 Dollars (\$90.77)) toward the cost of the weekly health insurance premium, except the employee's share of cost of the health insurance premium will not exceed nine and one-half percent (9.5%) of the employee's annual household income.

SECTION 7 Vacation Leave

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, Inspector II, and Civilian Firefighter positions.
- (1) Each employee shall receive vacation leave beginning on the employee's first anniversary date of employment with the Fire Department and each subsequent anniversary date as follows, unless a higher amount is established by an agreement at the time the employee is hired:
 - (i) One (1) year through seven (7) full years of service, the employee shall receive one hundred twelve (112) hours vacation leave.
 - (ii) Starting eight (8) years through fourteen (14) full years of service, the employee shall receive one hundred sixty-eight (168) hours vacation leave.
 - (iii) Starting fifteen (15) years of service, the employee shall receive two hundred twenty-four (224) hours vacation leave.
- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
- (1) Each employee shall accrue vacation leave based on the following schedule:

- (i) Up to eight (8) years of service, the employee shall accrue twelve (12) hours of vacation leave per month up to one hundred forty-four (144) hours vacation leave.
 - (ii) Upon completion of eight (8) years of service, but less than fifteen (15) years of service, the employee shall accrue eighteen (18) hours of vacation leave per month up to two hundred sixteen (216) hours vacation leave.
 - (iii) Upon completion of fifteen (15) years of service, the employee shall accrue twenty-four (24) hours of vacation leave per month up to two hundred eighty-eight (288) hours vacation leave.
- (2) An employee with fifteen (15) or more years of service may request to receive payment for up to seventy-two (72) hours of vacation leave in lieu of the employee taking all of the employee's vacation leave. The employee's vacation leave will be adjusted accordingly based on the number of vacation leave hours converted to pay.
- (C) An employee shall receive payment for all earned and unused vacation leave upon termination of employment.
- (D) Vacation leave shall be paid at the employee's current wage rate.

SECTION 8 Sick Leave

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, Inspector II, and Civilian Firefighter positions.
 - (1) Each employee hired before January 1, 2013 shall accrue six (6) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
 - (2) Each employee hired on or after January 1, 2013 shall accrue four (4) hours sick leave for each month of active employment up to a maximum of seven hundred twenty (720) hours sick leave.
 - (3) Any employee who has accrued sick leave in excess of seven hundred twenty (720) hours will not lose accrued sick leave in excess of seven hundred twenty (720) hours, but will not be allowed to add to the total sick leave hours accrued as of December 31, 2014.
 - (4) Each employee who has two hundred forty (240) hours sick leave accrued as of January 1st of any calendar year may sell the first forty-eight (48) hours of sick leave accrued that calendar year if not used during the calendar year at the rate of One Hundred Fifty Dollars (\$150) for each eight (8) hours of sick leave sold.
 - (5) Upon retirement, city will pay a retiring employee for each eight (8) hours of accrued sick leave over four hundred (400) hours, up to a maximum of eighty (80) hours, at the rate of One Hundred Dollars (\$100).
- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
 - (1) Each employee shall accrue twelve (12) hours sick leave for each month of active employment.
 - (2) If at the end of any calendar year an employee has seven hundred twenty (720) hours sick leave accrued (not counting sick leave to be sold back), the employee may elect to sell back to the city up to one hundred forty-four (144) hours of sick leave; however, the hours of sick leave sold back under this subsection cannot exceed the hours of sick leave earned the previous year less the sick leave used during that year.

- (3) If an employee has more than two thousand eight hundred eighty (2,880) hours sick leave accrued at the end of any calendar year (not counting sick leave to be sold back), the employee may sell up to seventy-two (72) hours of sick leave back to city in any calendar year. The total number of hours of sick leave (adding hours under subsections (B)(2) and (B)(3)) sold back by an employee may not exceed one hundred forty-four (144) hours in any calendar year.
- (4) Upon retirement, City will pay a retiring employee for sick leave hours accrued between One thousand Six hundred Eighty (1,680) hours and Two thousand Four hundred (2,400) hours.
- (5) Any sick leave hours sold back to city will be sold to city at the rate of Eight and 50/100 Dollars (\$8.50) per hour.
- (C) Except as provided by subsections (A)(4) and (A)(5) and subsections (B)(2), (B)(3) and (B)(5), sick leave shall be paid at the employee's current wage rate.

SECTION 9 Personal Leave

- (A) This subsection applies to the Fire Chief, Assistant Fire Chief, Certified Chief Inspector, Chief Inspector, Inspector I, Inspector II, and Civilian Firefighter positions.
 - (1) Each employee shall receive forty (40) hours of paid personal leave each calendar year.
 - (2) An employee may carry over not more than fifty-six (56) hours of unused personal leave from a previous calendar year.
 - (3) Upon termination, the employee shall be paid for not more than eighty (80) hours of unused personal leave.
 - (4) In the event an employee commences employment after January 31 of the current calendar year, the employee's personal leave due shall be prorated based upon the length of employment from the employee's date of hire through December 31.
- (B) This subsection applies to the Battalion Chief position and each employee in a Bargaining Unit Position.
 - (1) Each employee who has accrued forty-eight (48) hours of sick leave shall be entitled to take seventy-two (72) hours of personal leave per calendar year. An employee shall not be required to reduce their accrued sick leave in order to receive paid personal leave.
 - (2) An employee may not accrue personal leave from year to year. However, if an employee has unused personal leave at the end of the year, the employee shall be paid for such unused personal leave.
- (C) Personal leave shall be paid at the employee's current wage rate.

SECTION 10 Holiday Compensation

- (A) Non-Bargaining Unit Employees
 - (1) Each Non-Bargaining Unit Employee shall receive two and two-tenths percent (2.2%) of the employee's annual base salary as holiday compensation for the following holidays:
 - (i) New Year's Day
 - (ii) Martin Luther King, Jr. Day
 - (iii) Memorial Day

- (iv) Independence Day
 - (v) Labor Day
 - (vi) Veteran's Day
 - (vii) Thanksgiving Day
 - (viii) Day following Thanksgiving Day
 - (ix) Christmas Eve
 - (x) Christmas Day
- (2) Holiday compensation shall be paid the last pay day in November.
 - (3) In the event a Non-Bargaining Unit Employee commences employment after January 1 of the current calendar year, the employee shall receive holiday compensation for only those holidays occurring after the employee's date of hire.
 - (4) In the event a Non-Bargaining Unit Employee terminates employment before December 31 of the current calendar year, the employee's holiday compensation due shall be prorated on an annual calendar year basis.
- (B) Bargaining Unit Employees
- Bargaining Unit Employees will not receive separate holiday compensation. Members may or may not work during a holiday observed by the City of Goshen based on normal scheduling and vacation selection. Therefore, each member's base salary takes these considerations into account

SECTION 11 Annual Longevity Increase in Pay

- (A) Each employee shall receive an annual longevity increase in pay bonus based on Two Hundred Dollars (\$200) per year of service, up to a maximum of Three Thousand Four Hundred Dollars (\$3,400) per year.
- (B) The annual longevity increase in pay due shall reflect the number of years and partial years completed by the employee at the end of the previous calendar year, and shall be included in the employee's regular bi-weekly paycheck.
- (C) Each employee in a Bargaining Unit Position shall receive a one-time bonus payment for more than twenty (20) years of continuous service to the department. The one-time payment shall be equal to fifteen percent (15%) of the current year's pay to a Private and shall be paid within thirty (30) days after to the employee's 20th anniversary date.

SECTION 12 Twenty Year Bonus

- (A) An employee who has attained at least twenty (20) years of full-time employment with the Fire Department shall receive an annual twenty (20) year bonus of Two Thousand Dollars (\$2,000).
- (B) An employee who attains their twentieth year of full-time employment after January 1 shall receive a prorated portion of the annual twenty (20) year bonus based on the portion of the year remaining after the employee attains their twentieth year of full-time employment.
- (C) An employee who has attained at least twenty (20) years of full-time employment shall receive a prorated portion of the annual twenty year bonus upon termination based on the portion of the year employed after January 1 of the current calendar year if:

- (1) The employee is in good standing with the city at the time of termination.
- (2) The employee gives the city a minimum two (2) week written notice of the employee's intent to terminate employment with the city unless the employee is terminated by the city.
- (3) The termination is due to a health condition of the employee making it impracticable for the employee to perform the duties and responsibilities of the employee's position or the termination is due to the death of the employee.
- (D) The twenty (20) year bonus shall be paid the last pay day of December or at the time of termination of employment.

SECTION 13 Uniform Allowance

- (A) Each employee shall receive an annual uniform allowance of Two Hundred Dollars (\$200) to purchase and maintain uniforms.
- (B) The uniform allowance shall be paid the first pay day of December.

SECTION 14 Master Firefighter/Fire Officer I Certification Pay

- (A) An employee who holds a Master Firefighter/Fire Officer I certification shall receive annual certification pay in the amount One Hundred Sixty Dollars (\$160), or a prorated portion thereof.
- (B) The certification pay shall be paid the first pay day in December.

SECTION 15 Classification Pay

- (A) An employee shall receive the following annual classification pay for each classification to which the employee is appointed.
 - (1) Fire Training Instructor, Seven Hundred Fifty Dollars (\$750).
 - (2) Public Relations and Education, Five Hundred Dollars (\$500).
 - (3) Arson Investigator, Six Hundred Dollars (\$600).
 - (4) EMS Training Instructor, Seven Hundred Fifty Dollars (\$750).
 - (5) Command System Coordinator, Seven Hundred Fifty Dollars (\$750).
- (B) The classification pay will be included in the employee's regular bi-weekly paycheck.

SECTION 16 Paramedic Pay

- (A) An employee serving as an active paramedic shall receive a paramedic pay equal to nine percent (9%) of the base salary for a private.
- (B) An employee that is placed on restricted paramedic assignment shall receive thirty percent (30%) of the paramedic pay set forth in paragraph (A) for the year.
- (C) The paramedic pay will be paid the first pay day in December. In the event the employee drops or loses the paramedic license, the paramedic pay will be prorated accordingly.

SECTION 17 Working Out of Classification; Dual Classification

- (A) An employee in a Bargaining Unit Position carrying out the duties of a position or rank above which the employee normally holds shall be paid in accordance with the terms of the collective bargaining agreement.
- (B) An employee in a Bargaining Unit Position holding both Fire and EMS rank shall receive pay for both rank differentials held for as long as both ranks are held.

SECTION 18 Funeral Leave

An employee is entitled to five (5) consecutive calendar days off without the loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's immediate family member. An employee is entitled to one (1) day off without loss of pay in accordance with the terms of the collective bargaining agreement due to the death of an employee's family member other than an immediate family member. This section shall also apply to Non-Bargaining Unit Employees.

SECTION 19 Duty-Related Illness or Injury

An employee who suffers an injury or contracts an illness while performing the employee's duties shall receive pay and benefits and/or payment for the employee's care to treat the illness or injury in accordance with the terms of the collective bargaining agreement. This section shall also apply to Non-Bargaining Unit Employees.

SECTION 20 Severance Pay

- (A) An employee is entitled to severance pay in accordance with the terms of the collective bargaining agreement due to an illness or injury arising out of or in the course of the employee's duties and the illness or injury is of the nature, degree and/or duration necessary to qualify the employee for benefits under the applicable pension and disability fund. This section shall also apply to Non-Bargaining Unit Employees.
- (B) The severance pay will be fifty percent (50%) of the remainder of the following:
 - (1) The employee's pay and benefits for fifty-two (52) weeks, less
 - (2) The pay and benefits paid to the employee pursuant to Section 19, Duty-Related Illness or Injury.

SECTION 21 Death Benefits

The city shall pay the beneficiary of any employee who dies during the calendar year all benefits that the employee has not yet received.

SECTION 22 Paramedic Hiring Bonus

Upon approval of the Board of Public Works and Safety, a first-time employee of the Goshen Fire Department who is a licensed/certified paramedic shall be paid a one-time bonus of Seven Thousand Five

Hundred Dollars (\$7,500) in accordance with the terms and conditions of an agreement to be executed between the City of Goshen and the new employee.

SECTION 23 Cell Phone Stipend

- (A) For those employees who, for substantial business purposes, are regularly required to use a cell phone to perform the employees' job duties and responsibilities, the city will pay the employee a cell phone stipend as reimbursement if the employee elects to use the employee's personal cell phone for city business in lieu of the city providing the employee with a city-owned cell phone.
- (B) The cell phone stipend will be provided in accordance with city Cell Phone Policy. The amount of the stipend will not exceed the sum of Twenty-five Dollars (\$25) per month if the employee is required to have voice services only, or the stipend will not exceed the sum of Fifty Dollars (\$50) per month if the employee is required to have voice and data communication services.

SECTION 24 Local Pension Board Secretary

An employee serving as the secretary to the Local Pension Board shall receive additional compensation of Three Thousand Seven Hundred Seventy Dollars (\$3,770) per year. The additional compensation shall be included in the employee's regular bi-weekly paycheck while serving as secretary to the Local Pension Board.

[Continued next page.]

EXHIBIT A
2022 Base Wages

| | |
|---------------------------|----------------------|
| Fire Chief | \$3,451.60 Bi-weekly |
| Assistant Fire Chief | \$3,230.29 Bi-weekly |
| Certified Chief Inspector | \$34.59 per Hour |
| Chief Inspector | \$32.08 per Hour |
| Inspector I | \$29.54 per Hour |
| Inspector II | \$27.87 per Hour |
| Civilian Firefighter | \$27.96 per Hour |

| | <u>Annual Base Salary</u> | <u>Base Wage per Hour</u> |
|----------------------|---------------------------|---------------------------|
| Battalion Chief | \$76,193 | \$27.65 per Hour |
| Captain | \$64,863 | \$23.54 per Hour |
| Ambulance Captain | \$64,863 | \$23.54 per Hour |
| Lieutenant | \$61,587 | \$22.35 per Hour |
| Ambulance Lieutenant | \$61,587 | \$22.35 per Hour |
| Sergeant | \$58,149 | \$21.10 per Hour |
| Ambulance Sergeant | \$58,149 | \$21.10 per Hour |
| Private | \$56,689 | \$20.57 per Hour |
| Probationary Private | \$56,689 | \$20.57 per Hour |

PASSED by the Goshen Common Council on December ____, 2021.

Presiding Officer

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on December ____, 2021, at the hour of ____: ____
____.m.

Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on December ____, 2021.

Jeremy P. Stutsman, Mayor



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

Date: December 15, 2021
To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Agreement between the City of Goshen and Elkhart Township for Fire and Ambulance Services

The Elkhart Township Trustee approached the City of Goshen Fire Department about its interest in providing fire and EMS response services to the unincorporated areas of Elkhart Township. City staff has discussed this matter internally and with the Elkhart Township Trustee. The City seeks to enter into an interlocal agreement with Elkhart Township, Elkhart County, Indiana for the City of Fire Department to provide fire and EMS response services to the unincorporated areas of Elkhart County.

Suggested Motion: Move to approve Resolution 2021-38 approving Interlocal Agreement with Elkhart Township, Elkhart County, Indiana for Fire and Ambulance Service, and authorize Mayor Stutsman to execute the interlocal agreement.

RESOLUTION 2021-38

**Interlocal Agreement with Elkhart Township, Elkhart County, Indiana
for Fire and Ambulance Services**

WHEREAS Elkhart Township historically has provided fire protection service and emergency medical service (“EMS”) in the unincorporated areas of Elkhart Township, Elkhart County, Indiana.

WHEREAS the City of Goshen has a willingness to provide fire protection service and EMS in the unincorporated areas of Elkhart Township, and to be fairly compensated for such services.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another governmental entity if the entities enter into a written agreement under Indiana Code § 36-1-7-3.

WHEREAS the provision of fire protection service and EMS will be provided pursuant to the terms and conditions of the Interlocal Agreement attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement with Elkhart Township, Elkhart County, Indiana for Fire and Ambulance Services attached to and made a part of this resolution.

PASSED by the Goshen Board of Public Works and Safety on December _____, 2021.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
waterseweroffice@goshencity.com • www.goshenindiana.org

December 20, 2022

To the Board of Public Works and Public Safety and Stormwater Board:

As per Ordinance No. 4531, the Board of Public Works and Safety and Stormwater Board is to annually review the Residential Water and Sewer Line Maintenance Repair Fund balances and decide on how the one dollar and ten cents (\$1.10)¹ repair fee is to be divided and assessed per the monthly water and sewer bills.

The total expenditure in 2021 was **\$27,546.78** for water and **\$18,421.43** for sewer.

Based on the attached expenditure and yearend balance information, it is the Water Department Superintendent's recommendation that sixty cents (\$0.60) be allocated to the Water Fund and fifty cents (\$0.50) be allocated to the Sewer Fund in 2022.

| Sewer Repair Fund | | | |
|-------------------|--------------|------------------|---------------------------|
| Year | Claims | Balance Year End | Assessment per Sewer Bill |
| 2007 | \$15,400.40 | \$87,227.12 | \$0.70 |
| 2008 | \$11,333.79 | \$153,559.95 | \$0.70 |
| 2009 | \$25,368.83 | \$151,593.93 | \$0.20 |
| 2010 | \$17,418.84 | \$136,394.38 | \$0.00 |
| 2011 | \$74,386.98 | \$78,316.97 | \$0.00 |
| 2012 | \$19,907.18 | \$89,962.79 | \$0.50 |
| 2013 | \$6,274.14 | \$111,871.46 | \$0.30 |
| 2014 | \$46,081.22 | \$90,185.23 | \$0.10 |
| 2015 | \$41,852.98 | \$70,802.22 | \$0.45 |
| 2016 | \$16,608.44 | \$94,239.47 | \$0.45 |
| 2017 | \$74,303.86 | \$57,285.97 | \$0.35 |
| 2018 | \$46,206.69 | \$63,737.88 | \$0.55 |
| 2019 | \$105,322.53 | \$19,109.39 | \$0.30 |
| 2020 | \$37,891.34 | \$41,533.86 | \$0.60 |
| 2021 | \$18,421.43 | \$44,937.32 | \$0.20 |

¹ Per revisions to the water and wastewater rate ordinances in 2021, the new residential utility service line protection fee for 2022 was increased from \$0.70 to \$1.10 to offset inflationary costs for materials and services.



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
waterseweroffice@goshencity.com • www.goshenindiana.org

| Water Repair Fund | | | |
|-------------------|-------------|------------------|---------------------------|
| Year | Claims | Balance Year End | Assessment per Water Bill |
| 2009 | \$10,002.11 | \$9,823.30 | \$0.50 |
| 2010 | \$21,060.54 | \$43,785.20 | \$0.70 |
| 2011 | \$32,050.71 | \$64,731.03 | \$0.70 |
| 2012 | \$21,814.07 | \$69,883.58 | \$0.20 |
| 2013 | \$15,041.79 | \$89,836.71 | \$0.40 |
| 2014 | \$37,187.38 | \$117,183.56 | \$0.60 |
| 2015 | \$33,903.39 | \$93,912.84 | \$0.25 |
| 2016 | \$20,969.69 | \$94,603.17 | \$0.25 |
| 2017 | \$40,107.06 | \$85,849.13 | \$0.35 |
| 2018 | \$47,435.98 | \$52,972.17 | \$0.15 |
| 2019 | \$59,240.78 | \$29,935.90 | \$0.40 |
| 2020 | \$34,052.56 | \$9,130.20 | \$0.10 |
| 2021 | \$27,546.38 | \$20,043.75 | \$0.50 |

Regards,

Kent Holdren
Superintendent
Goshen Water and Sewer Collections

Motion to approve the recommendation of the Goshen Utility Department to allocate 0.60 cents to the Water Maintenance Fund and 0.50 cents to the Sewer Maintenance Fund for the 2022 billing year.



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org

December 20, 2021

TO: The Board of Public Works & Safety
Storm Water Board

RE: ELECTRICAL LICENSE REQUEST FOR MICHAEL A. BUZALSKI

Michael A. Buzalski with Elite Electrical LLC, Bristol, Indiana, has met the requirements for a City of Goshen Electrical License. Mr. Buzalski took the required Prometric exam on July 13, 1998, and received a passing score of 75%. Mr. Buzalski presently holds a valid electrical license with the City of Elkhart, and is requesting a reciprocal license with the City of Goshen.

Motion requested to approve Electrical License for the City of Goshen.

Regards,

A handwritten signature in black ink that reads "Myron Grise".

Myron Grise
Building Commissioner/
Commercial Building Inspector

Rod Roberson
Mayor

Enrique Terazzas
Building Commissioner



Building & Code Enforcement
229 S. Second St.
Elkhart, Indiana 46516
Phone: 574-294-5471
Fax: 574-389-1781
Permit Center Fax: 574-970-1361

REQUEST FOR RECIPROCAL EXAM SCORES

The following named individual, Michael A. Buzalski, representing, Elite Electrical, with offices located at 50654 Teall Rd. Bristol, IN 46507 Phone 574-968-0227, is a licensed electrical contractor within the jurisdiction of the City of Elkhart since July 27, 1998.

This individual did achieve a passing score of 75% on a 6-hour National Master Electrician test written and graded by Block & Associates. The test was given in January 13, 1998.

By this letter as directed by the individual named, a license to contract for and perform electrical work in the City/County of, Goshen, Indiana is requested.

This request is forwarded only on the basis that the above named individual has complied with these local jurisdictions requirements for licensing and is in no way to be considered an endorsement or a recommendation of skills or abilities to contract for or perform electrical work.

The acceptance of proof of insurance, bonding or experience is left to the issuer's discretion. The applicant of this request assumes complete responsibility for full and honest disclosure of all information pertaining to this request and holds both the requesting and requested jurisdictions harmless for any delays or difficulties resulting in issuing licenses or permits associated with this request.

X

A handwritten signature in black ink, appearing to read "Daniel Riddle", written over a horizontal line.

Date: 12/8/2021

Daniel Riddle
Electrical Inspector
City of Elkhart, Indiana
Chairman of the Examining Board

LICENSE
City Of Elkhart, Indiana
Office of City Controller

Date: December 2, 2021
MICHAEL BUZALSKI

Having deposited this day with
the City Controller

License Number: 018246
\$ 100.00

Is hereby registered as ELECTRICAL CLASS A
WITHIN THE City Limits of Elkhart, Indiana

Issued: December 2, 2021

Expires: December 31, 2022

C. James Arce
City Controller

MICHAEL BUZALSKI

Please find attached your license for the current year. Please detach and keep for your records.

Please notify the City Office of any changes that might need to be made to the license information.

Thank you for your time.

City Controllers Office

**MICHAEL BUZALSKI
61301 DONALD ROADWAY
VANDALIA MI 49095**



**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 Public and Safety

FROM: Engineering

RE: **WILDEN AVENUE RECONSTRUCTION -TREE REMOVAL
(JN: 2014-0035)**

DATE: December 20, 2021

Michiana Tree Works will be performing work to remove trees within the right of way on Wilden Avenue. The work will require a phased road closure along Wilden Avenue between North 5th Street and the Rock Run Creek Bridge. Michiana Tree Works will close sections of the road, working from the west to the east as they remove trees. Michiana tree Works will maintain open access for the residents on Wilden Avenue. The closure will occur December 27 to December 30, 2021.

Requested motion: Move to approve the Wilden Avenue closure between north 5th Street and the Rock Run Creek Bridge for the removal of trees within the right of way on Monday December 27 to Thursday December 30, 2021. The traffic control plan is attached for your review.

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

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member



PHASE 1
MONDAY, DECEMBER 27

INDIANA & WILDEN
1.) TYPE III BARRICADES, STAGGERED
2.) ROAD CLOSED THRU TRAFFIC SIGN (R11-3a)
ON SEPARATE FRAME

WILDEN AT OAKRIDGE CEMETERY
1.) TYPE III BARRICADES, COMPLETE
2.) ROAD CLOSED SIGN (R11-2) ON
SEPARATE FRAME

FULL CLOSURE AREA

ALLEY & WILDEN
1.) TYPE III BARRICADE

WILDEN, WEST OF THIRD
1.) TYPE III BARRICADES, COMPLETE
2.) ROAD CLOSED SIGN (R11-2) ON
SEPARATE FRAME

SR 15 & WILDEN
1.) TYPE III BARRICADES, STAGGERED
2.) ROAD CLOSED THRU TRAFFIC SIGN (R11-3a)
ON SEPARATE FRAME

SR 15 NORTH BOUND LEFT TURN LANE
1.) BARRELS OFFSET 20 FT TO CLOSE LEFT
TURN LANE

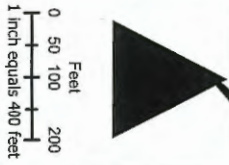
The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

X-No.

WILDEN AVENUE ROAD CLOSURE

CLOSURE PLAN
2021 AERIAL PHOTOGRAPHY

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





PHASE 2
TUESDAY, DECEMBER 28

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

| | | | | |
|-------|--|--|---|--|
| X-No. | WILDEN AVENUE ROAD CLOSURE | | 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 | Feet 0 50 100 200 1 inch equals 400 feet |
| | PHASE 1 CLOSURE 2021 AERIAL PHOTOGRAPHY | | | |



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

| | | | | |
|-------|---|--|---|--|
| X-No. | WILDEN AVENUE ROAD CLOSURE | | 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 | 0 50 100 200 1 inch equals 400 feet |
| | CLOSURE PLAN 2021 AERIAL PHOTOGRAPHY | | | |



PHASE 4
THURSDAY, DECEMBER 30

INDIANA & WILDEN
1. TYPE III BARRICADES, STAGGERED
2. ROAD CLOSED THRU TRAFFIC SIGN (R11-3a)
ON SEPARATE FRAME

WILDEN, EAST OF MICHIGAN
1. TYPE III BARRICADES, COMPLETE
2. ROAD CLOSED SIGN (R11-2) ON
SEPARATE FRAME

ALLEY(S) & WILDEN
1. TYPE III BARRICADE

WILDEN, WEST OF FIRST
1. TYPE III BARRICADES, COMPLETE
2. ROAD CLOSED SIGN (R11-2) ON
SEPARATE FRAME

SR 15 & WILDEN
1. TYPE III BARRICADES, STAGGERED
2. ROAD CLOSED THRU TRAFFIC SIGN (R11-3a)
ON SEPARATE FRAME

SR 15 NORTH BOUND LEFT TURN LANE
1. BARRELS OFFSET 20 FT TO CLOSE LEFT
TURN LANE

FULL CLOSURE AREA

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

| | | | |
|-------|---|---|--|
| X-No. | WILDEN AVENUE ROAD CLOSURE | 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 | 0 50 100 200 1 inch equals 400 feet |
| | CLOSURE PLAN 2021 AERIAL PHOTOGRAPHY | | |



**Stormwater Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT
2094 WHISPERING PINES
(JN: 2020-2017)**

DATE: December 17, 2021

The home at 2094 Whispering Pines (Greencroft) has passed its final building inspection and the project is substantially complete except for seeding and otherwise stabilizing disturbed areas. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute.

The property owner, Greencroft Goshen, Inc. agrees to stabilize 3,000 square feet of disturbed area with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is under \$2,000 and no hard surface needs installed. Thus, no surety amount is required.

Requested Motion: Approve and authorize the Mayor to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2094 Whispering Pines.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on _____, 20 21, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Greencroft Goshen, Inc.

and, if the builder is responsible for completing the remaining work,

Builder: _____

☒ No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 2094 Whispering Pines Court, Goshen, Indiana,
hereinafter referred to as "Site."

The construction project is substantially complete except for:

- ☒ certain exterior work that cannot be completed due to weather conditions.
- ☐ the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 20 22, unless an earlier date is specified below:

☒ Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 3,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

☐ Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: _____

☐ Install the hard surface driveway for the Site.

☐ Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20____.

☐ Install the hard surface parking lot for the Site.

☐ Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20____.

☐ Install all required parking lot striping for parking spaces at the Site.

☐ Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

☐ Install approximately _____ of concrete sidewalk at the Site to the building entrance.

☐ Install the following certain parts or equipment at the Site: _____

☐ Other: _____

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

☐ Permittee agrees to provide Goshen a surety in the amount of _____ Dollars (\$_____) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

☒ Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**
4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: 

Printed: Brent E. Waffziger

Title (if any): VP of Operations

Date: 12.15.2021

Signature: 

Printed: Troy Aandrich

Title (if any): Dir of Maint

Date: 12-16-21

Builder:

Signature: _____

Printed: _____

Title: _____

Date: _____

Goshen:

Jeremy P. Stutsman, Mayor

Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.



**Stormwater Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **TWO AGREEMENTS FOR THE COMPLETION OF THE CONSTRUCTION
PROJECT AT 1471 FIRESTAR DRIVE
(JN: 2004-2015 OR 2006-2010)**

DATE: December 17, 2021

The home at 1471 Firestar Drive has passed its final building inspection and the project is substantially complete except for seeding disturbed areas, planting the required street tree, and finishing a missing section of sidewalk. These final requirements cannot be completed at this time due to weather conditions.

Due to differing responsibilities between the property owners and the builder for completing these requirements, the Stormwater Department is submitting two separate agreements for this address.

The first agreement is with the property owners, Joachim and Amy Landes, to stabilize 5,250 square feet of disturbed area with seed and a temporary stabilization measure and plant the required street tree by June 15, 2022. The second agreement is with the property owners *and* Freedom Builders to complete the final section of sidewalk.

The expected cost of work for the first agreement is under \$2,000 and has no required surety amount. The second agreement has a surety in the amount of \$945 since it includes the installation of hard surface.

Requested Motion:

1. Approve and authorize the Mayor to execute the Agreement with Joachim and Amy Landes for the Completion of the Construction Project at 1471 Firestar Drive.
2. Approve and authorize the Mayor to execute the Agreement with Joachim and Amy Landes and Freedom Builders for the Completion of the Construction Project at 1471 Firestar Drive.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on _____, 20 21, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Joachim and Amy Landes

and, if the builder is responsible for completing the remaining work,

Builder: _____

☒ No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 1471 Firestar Drive, Goshen, Indiana,
hereinafter referred to as "Site."

The construction project is substantially complete except for:

☒ certain exterior work that cannot be completed due to weather conditions.

☐ the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 20 22, unless an earlier date is specified below:

☒ Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 5,250 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

☒ Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: one large street tree

☐ Install the hard surface driveway for the Site.

- ☐ Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20____.
- ☐ Install the hard surface parking lot for the Site.
- ☐ Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20____.
- ☐ Install all required parking lot striping for parking spaces at the Site.
- ☐ Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____
- ☐ Install approximately _____ of concrete sidewalk at the Site to the building entrance.
- ☐ Install the following certain parts or equipment at the Site: _____
- ☐ Other: _____

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- ☐ Permittee agrees to provide Goshen a surety in the amount of _____ Dollars (\$_____) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.
- ☒ Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Address for Permittee:

Property Owner: Joachim and Amy Landes
1471 Firestar Drive
Goshen, IN 46526

Builder:

☒ No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
12. **SEVERABILITY.** In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.
13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: 

Printed: JOACHIM LANDES

Title (if any): _____

Date: 12/16/2021

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: _____

Printed: _____

Title: _____

Date: _____

Goshen:

Jeremy P. Stutsman, Mayor

Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on _____, 20__21__, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Joachim and Amy Landes

and, if the builder is responsible for completing the remaining work,

Builder: Freedom Builders

☐ No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 1471 Firestar Drive, Goshen, Indiana,
hereinafter referred to as "Site."

The construction project is substantially complete except for:

☒ certain exterior work that cannot be completed due to weather conditions.

☐ the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 20__22__, unless an earlier date is specified below:

☐ Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately _____ square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

☐ Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: _____

☐ Install the hard surface driveway for the Site.

- ☐ Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20____.
- ☐ Install the hard surface parking lot for the Site.
- ☐ Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20____.
- ☐ Install all required parking lot striping for parking spaces at the Site.
- ☒ Install approximately 150 square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: Firestar Dr
- ☐ Install approximately _____ of concrete sidewalk at the Site to the building entrance.
- ☐ Install the following certain parts or equipment at the Site: _____
- ☐ Other: _____

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- ☒ Permittee agrees to provide Goshen a surety in the amount of nine hundred and forty five Dollars (\$ 945.00) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.
- ☐ Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, IN 46528

Address for Permittee:

Property Owner: Joachim and Amy Landes
 1471 Firestar Drive
 Goshen, IN 46526

Builder: Freedom Builders
 54824 CR 33
 Middlebury, IN 46540

☐ No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
12. **SEVERABILITY.** In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.
13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: 

Printed: JOACHIM LARIDES

Title (if any): _____

Date: 12/16/2021

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: 

Printed: THAD STERN

Title: PROJECT MANAGER **FREEDOM BUILDERS**

Date: 12/16/21

Goshen:

Jeremy P. Stutsman, Mayor

Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.