



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., Oct. 24, 2022

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: Oct. 17, 2022

Approval of Agenda

- 1) Kid Mayor Program:** Presentations by the finalists
- 2) Fire Department:** Withdraw Conditional Offer of Employment to Evan T. Baker
- 3) Fire Department:** Conditional Offer of Employment to Douglas A. Burggraf
- 4) Fire Department:** Conditional Offer of Employment to James M. White
- 5) Fire Department:** Conditional Offer of Employment to Jordan L. Hunter
- 6) Water & Sewer Office:** Request to approve unpaid final accounts (Kelly Saenz)
- 7) NIPSCO via Water & Sewer Department:** Request to approve lane restrictions for sewer line inspections (Kent Holdren)
- 8) Engineering Department:** Approve balancing change order #3 for Madison Street and College Avenue reconstruction (JN: 2021-0016)

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE OCTOBER 17, 2022 REGULAR MEETING**

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

Present: Mike Landis, Mary Nichols and Barb Swartley
Absent: Mayor Jeremy Stutsman and DeWayne Riouse

CALL TO ORDER: Acting Chair Mike Landis called the meeting to order at 2:01 p.m.

REVIEW/APPROVE MINUTES: Acting Chair Landis presented the minutes of the Oct. 10, 2022 regular meeting. Board member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board member Mary Nichols. Motion passed 3-0.

REVIEW/APPROVE AGENDA: Acting Chair Landis presented the agenda. Board member Swartley moved to approve the agenda as presented and Board member Nichols seconded the motion. Motion passed 3-0.

1) Police Department: Extend a conditional offer of employment to Daniil V. Shendel as a probationary patrol officer and authorize Mayor to execute the conditional offer of employment

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, asked the Board to extend a conditional offer of employment to Daniil V. Shendel as a probationary patrol officer and to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Shendel.

The agreement sets forth the conditions Shendel must meet before beginning employment with the Police Department as a probationary patrol officer, which includes being approved by the board of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Once employed, Shendel will be required to complete all training requirements, including completing the Tier I basic training requirements and obtaining certification with the Indiana Law Enforcement Training Board. The Police Department will ask the Board to confirm the offer of employment when a position opening becomes available.

Swartley/Nichols moved to extend a conditional offer of employment to Daniil V. Shendel as a probationary patrol officer and approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Shendel. Motion passed 3-0.

2) Downtown Goshen, Inc. request: Closure of a portion of Washington Street on Dec. 2, 2022 for the annual lighting of the City Christmas Tree and parking space closures for Nov. 4 and Dec. 2, 2022

Amanda McMahon, Event Coordinator for Eyedart Creative Studios, asked the Board for permission to close the half block of Washington Street, from Main Street west to the alley, from 6:15 to 7 p.m. on Friday, Dec. 2, 2022 for the lighting of the City Christmas Tree. At the meeting, McMahon made an additional request: She asked the Board to close four parking spaces in front of the Goshen Theater, 216 S. Main St., from 4 to 9 p.m. for the Nov. 4 and Dec. 2 First Friday gatherings for food truck parking.



McMahon, who also asked for street barricades for the Dec. 2 street closure, said affected businesses would be informed of the temporary street closure.

In response to questions from **Board members Landis and Swartley**, **McMahon** clarified the length of time for the December street closure as well as its location. She said the closure was to enhance safety for visitors. McMahon also explained that the food truck request was being made for two First Fridays.

Swartley/Nichols moved to permit the closure of the half block of Washington Street, from Main Street going west to the alley, from 6:15 to 7 p.m. on Dec. 2, 2022 for the lighting of the City Christmas Tree and the closure of four parking spaces in front of the Goshen Theater on Nov. 4 and Dec. 2, 2022. Motion passed 3-0.

Note: McMahon provided written documentation of her requests for parking space closures in a letter she emailed to the Clerk-Treasurer following the Board's meeting (**EXHIBIT #1**).

3) Water & Sewer Department: Request to partially close 6th Street to replace sewer lateral, Oct. 19-21, 2022

Kent Holdren, Superintendent of the City Water Department, asked the Board for permission to close South 6th Street to thru traffic, between East Madison Street and East Monroe Street, starting at 8 a.m. on Wednesday, Oct. 19, 2022 and reopening for traffic on Friday afternoon, Oct. 21, 2022.

Holdren said the City Water and Sewer Department will be replacing a sewer lateral at 410 South 6th Street and the work will require excavation of the road, with a trench that will be approximately 10 feet in depth. He requested the closure for the safety of the work crews and the public and said Goshen Schools and emergency medical services will be notified and garbage carts will be moved to the appropriate locations for pick up.

Swartley/Nichols moved to allow the closure of South 6th Street to thru traffic, between East Madison Street and East Monroe Street, starting at 8 a.m. on Wednesday, Oct. 19, 2022 and reopening for traffic on Friday afternoon, Oct. 21, 2022. Motion passed 3-0.

4) Water & Sewer Department: Request to partially close 7th Street to replace sewer lateral, Oct. 18-21, 2022

Kent Holdren, Superintendent of the City Water Department, asked the Board for permission to close of South 7th Street to thru traffic, between East Madison Street and East Monroe Street, starting at 8 a.m. on Tuesday, Oct. 18, 2022 and reopening for traffic on Friday afternoon, Oct. 21, 2022.

Holdren said the City Water and Sewer Department will be replacing a sewer lateral at 419 South 7th Street and the work will require excavation of the road, with a trench that will be approximately 10 feet in depth. He requested the closure for the safety of the work crews and the public and said Goshen Schools and emergency medical services will be notified and garbage carts will be moved to the appropriate locations for pick up.

Swartley/Nichols moved to allow the closure of South 7th Street to thru traffic, between East Madison Street and East Monroe Street, starting at 8 a.m. on Tuesday, Oct. 18, 2022 and reopening for traffic on Friday afternoon, Oct. 21, 2022. Motion passed 3-0.

5) Legal Department: Agreement for the placement of AmeriCorps members with the City Department of Environmental Resilience

City Attorney Bodie Stegelmann asked the Board to approve an AmeriCorps at MACOG Service Site Organization Agreement with MACOG providing 1.5 AmeriCorps Member Service Years for the 2022-2023 Service Year (MSY) in the amount of \$16,500.00 and authorize the Board's presiding officer to execute the agreement.



Stegelmann said AmeriCorps members will work for the Department of Environmental Resilience. The City will pay MACOG \$11,000.00 per MSY for the AmeriCorps Members assigned to the City. In response to a question from **Board member Swartley**, **Stegelmann** clarified the amount of funds to be provided.

City Director of Environmental Resilience Aaron Sawatsky Kingsley said the full-time AmeriCorps member will assist with planning, including transportation design work of bikeways and pedestrian pathways and will help the department pursue the City's climate action goals. He said the part-time worker will help meet forestry needs.

Asked by **Board member Landis** about the training the workers will have, **Sawatsky Kingsley** said they will serve more as interns and both are recent college graduates. He said they also will receive coaching from City and MACOG staff members.

Swartley/Nichols moved to approve the AmeriCorps at MACOG Service Site Organization Agreement with MACOG providing 1.5 AmeriCorps Member Service Years for the 2022-2023 Service Year in the amount of \$16,500.00 and authorize the Board's presiding officer to execute the agreement. Motion passed 3-0.

6) Engineering Department: Request for the partial closure of Jackson Street, Oct 18-21, 2022, for sanitary, water, and paving work

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of Jackson Street, between the alley just west of 10th Street to the east side of the Scott's Signs driveway, between Oct. 18 to Oct. 21, 2022, for sanitary sewer, water, and paving work.

Sailor said C&E Excavating will be performing work on Jackson Street to remove asphalt and excavate to make a connection to the existing sanitary line and will prep the area for the City to perform a water tap. On Friday, the open cut in the road will be prepped and then repaved. The work will require a closure between the alley just west of 10th Street and east side of the Scott's Signs driveway. The company will maintain open access for the businesses and residents on Jackson Street.

Swartley/Nichols moved to approve the closure of Jackson Street, between the alley just west of 10th Street to the east side of Scott's Signs driveway, between Oct. 18 to Oct. 21, 2022, for sanitary sewer, water, and paving work. Motion passed 3-0.

7) Engineering Department: Request for the partial closure of Indiana Avenue, Oct. 19-21, 2022, for work at the new Vequity Medical facility

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve Indiana Avenue northbound lanes restrictions, between Pike Street and the alley that runs behind Dunkin Donuts, for a driveway approach installation between Oct. 19 to Oct. 21, 2022.

Sailor said John Boettcher Excavating will be installing a drive approach, east of Indiana Avenue, for the new Vequity Medical facility. He said this will require a lane restriction of the northbound lane on Indiana Avenue, between Pike Street and the alley that runs behind Dunkin Donuts. Boettcher Excavating will maintain open access for the businesses and residents on Indiana Avenue and Pike Street. The requested timeframe is to allow for possible weather delays. In response to a question from **Board member Landis**, **Sailor** said at least one northbound lane will remain open. He said signage will be provided to alert motorists of the lane restriction.

Swartley/Nichols moved to approve Indiana Avenue northbound lanes restrictions, between Pike Street and the alley that runs behind Dunkin Donuts, for a driveway approach installation between Oct. 19 to Oct. 21, 2022. Motion passed 3-0.



8) Legal Department: Approve and authorize Mayor Stutsman to execute the agreement with Stone Ridge Landscaping, Inc. to upgrade and install handicap and EV parking spaces

Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute the agreement with Stone Ridge Landscaping, Inc. to upgrade and install handicap and EV parking spaces in a public parking lot located south of Lincoln Avenue and east of Water Street utilizing materials the City has at a cost of \$4,473.14.

In response to a question from **Board member Landis,** Toms said the contractor will create two spaces out of three current spaces. She said one of the new spaces will be wider for handicap access.

Swartley/Nichols moved to approve and authorize Mayor Stutsman to execute the agreement with Stone Ridge Landscaping, Inc. to upgrade and install handicap and EV parking spaces in a public parking lot located south of Lincoln Avenue and east of Water Street utilizing materials the City has at a cost of \$4,473.14. Motion passed 3-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

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

6) Contractor request: Request to partially close Johnston Street, Oct. 24-29, 2022

Don Ritschard Jr. of Ritschard Brothers, Inc., asked the Board to approve the closure of Johnston Street, between Main Street and Michigan Avenue, from Monday, Oct. 24 to Saturday, Oct. 29, 2022.

Ritschard said the company was requesting the closure to install a sanitary sewer connection for the Green Oaks Assisted Living Facility. He said that on Oct. 10, 2022, the Board approved the closure of Johnston Street, just west of Woodridge Court, from Oct. 11 to Oct. 15, 2022 for this work. However, he said there was a delay locating fiber optic at the site as well as rain, which prevented the work from being done during the specified time period.

Swartley/Nichols moved to approve the closure of Johnston Street, between Main Street and Michigan Avenue, from Monday, Oct. 24 to Saturday, Oct. 29, 2022. Motion passed 3-0.

Note: After the meeting, Don Ritschard of Ritschard Brothers, Inc. excavation and demolition emailed the Clerk-Treasurer a letter formalizing his request made earlier to the Board seeking permission to close Johnston Street, between Main Street and Michigan Avenue, from Monday, Oct. 24 to Saturday, Oct. 29, 2022. **(EXHIBIT #2).**

There were no further public comments, so Acting Chair Landis closed Privilege of the Floor at 2:24 p.m.

As all matters before the Board of Public Works & Safety were concluded, Acting Chair Landis/Mary Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 3-0.

Acting Chair Landis adjourned the meeting at 2:24 p.m.



EXHIBIT #1: Oct. 17, 2022 letter from Amanda McMahon, Event Coordinator for Eyedart Creative Studios, asking the Board to close four parking spaces in front of the Goshen Theater, 216 S. Main St., from 4 to 9 p.m. for the Nov. 4 and Dec. 2 First Friday gatherings for food truck parking. McMahon emailed the letter to the Clerk-Treasurer following the Board's meeting.

EXHIBIT #2: Oct. 17, 2022 letter from Don Ritschard Jr. of Ritschard Brothers, Inc. emailed to the Clerk-Treasurer formalizing the request he earlier made to the Board seeking permission to close Johnston Street, between Main Street and Michigan Avenue, from Monday, Oct. 24 to Saturday, Oct. 29, 2022 to install a sanitary sewer connection for the Green Oaks Assisted Living Facility.

APPROVED

Mayor Jeremy Stutsman

Mike Landis, Member

Mary Nichols, Member



DeWayne Riouse, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: Oct. 24, 2022
Subject: Presentations by Kid Mayor finalists

Wendy Clark, a parent liaison at Model Elementary School and the coordinator of the Kid Mayor program, will be introducing and presenting the Kid Mayor finalists for 2022-2023. The program began in 2020 at Model Elementary and has expanded to all of the City's elementary schools.

The 2022-2023 candidates for Kids Mayor will make brief speeches to the Board of Works today.

All of the city's fourth-graders will view the candidate videos and vote for their favorite candidates next week. The winners will be announced at the Goshen Theater the evening of Friday, Nov. 4, 2022.



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

October 24, 2022

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Fire Department Conditional Offer of Employment with Evan T. Baker

On May 16, 2022, the Board extended a conditional offer of employment with the Goshen Fire Department to Evan T. Baker, as well as approved and authorized the Mayor to execute a Conditional Offer of Employment Agreement. Mr. Baker is requesting to decline the conditional offer of employment and terminate the agreement. This is acceptable to the Fire Department.

Suggested motions:

- (1) Move to withdraw the May 16, 2022 conditional offer of employment extended to Evan T. Baker as a probationary firefighter.
- (2) Move to terminate the May 16, 2022 Conditional Offer of Employment Agreement with Evan T. Baker.



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October 24, 2022

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Goshen Fire Department Conditional Offer of Employment to Douglas A. Burggraf

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Douglas A. Burggraf, as well as approve the attached Conditional Offer of Employment Agreement and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Fire Department as a probationary firefighter which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Douglas currently possesses Firefighter I/II certification; and an Indiana paramedic license. The agreement also provides for the payment of a hiring bonus since Douglas is currently a licensed paramedic. Once employed, Douglas will be required to serve as an active paramedic with the Department a minimum of three years.

The Fire Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Douglas A. Burggraf as a probationary firefighter.
- (2) Move to approve the Conditional Offer of Employment Agreement with Douglas A. Burggraf, which includes the payment of a paramedic hiring bonus, and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement.

**GOSHEN FIRE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **Douglas A. Burggraf** ("Burggraf") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

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

AGREE TO SERVE AS A PARAMEDIC

- (1) Burggraf currently possesses an Indiana paramedic license. Burggraf acknowledges that as a condition of employment, Burggraf agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Burggraf agrees to maintain Burggraf's paramedic license as long as Burggraf is required to serve City and the Goshen Fire Department as a paramedic.
- (2) Burggraf agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years.
- (3) As a first-time employee of the Goshen Fire Department, City agrees to pay Burggraf a bonus payment of Seven Thousand Five Hundred Dollars (\$7,500) payable in equal amounts over Burggraf's first three (3) years of employment with City and the Goshen Fire Department. The first payment of Two Thousand Five Hundred Dollars (\$2,500) will be made upon Burggraf's first employment anniversary date with City and the Goshen Fire Department and satisfactory completion of the probationary period. The second payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Burggraf's second employment anniversary date with City and the Goshen Fire Department. The third and final payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Burggraf's third employment anniversary date with City and the Goshen Fire Department.
- (4) If Burggraf fails to serve City and the Goshen Fire Department as an active paramedic for any of the first three (3) full years of employment, Burggraf shall not be entitled to the any portion of the annual bonus payment for a partial year of service.

AMENDMENT

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

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

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

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

City of Goshen, Indiana

By: _____

Douglas A. Burggraf

Printed: _____

Date: _____

Title: _____

Date: _____



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October 24, 2022

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Goshen Fire Department Conditional Offer of Employment to James M. White

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to James M. White, as well as approve the attached Conditional Offer of Employment Agreement and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Fire Department as a probationary firefighter which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. James currently possesses Firefighter I/II certification; and an Indiana paramedic license. The agreement also provides for the payment of a hiring bonus since James is currently a licensed paramedic. Once employed, James will be required to serve as an active paramedic with the Department a minimum of three years.

The Fire Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to James M. White as a probationary firefighter.
- (2) Move to approve the Conditional Offer of Employment Agreement with James M. White, which includes the payment of a paramedic hiring bonus, and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement.

**GOSHEN FIRE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **James M. White** (“White”) and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety (“City”).

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers White employment as a probationary firefighter of the Goshen Fire Department. White accepts City’s conditional offer of employment. City does not have a current position available in the Goshen Fire Department. City and White understand and agree that the offer of employment is contingent upon the following:

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

condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

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

AGREE TO SERVE AS A PARAMEDIC

- (1) White currently possesses an Indiana paramedic license. White acknowledges that as a condition of employment, White agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. White agrees to maintain White's paramedic license as long as White is required to serve City and the Goshen Fire Department as a paramedic.
- (2) White agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years.
- (3) As a first-time employee of the Goshen Fire Department, City agrees to pay White a bonus payment of Seven Thousand Five Hundred Dollars (\$7,500) payable in equal amounts over White's first three (3) years of employment with City and the Goshen Fire Department. The first payment of Two Thousand Five Hundred Dollars (\$2,500) will be made upon White's first employment anniversary date with City and the Goshen Fire Department and satisfactory completion of the probationary period. The second payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on White's second employment anniversary date with City and the Goshen Fire Department. The third and final payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on White's third employment anniversary date with City and the Goshen Fire Department.
- (4) If White fails to serve City and the Goshen Fire Department as an active paramedic for any of the first three (3) full years of employment, White shall not be entitled to the any portion of the annual bonus payment for a partial year of service.

AMENDMENT

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

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

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

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

City of Goshen, Indiana

By: _____

_____ James M. White

Printed: _____

Date: _____

Title: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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October 24, 2022

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Goshen Fire Department Conditional Offer of Employment to Jordan L. Hunter

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Jordan L. Hunter, as well as approve the attached Conditional Offer of Employment Agreement and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Fire Department as a probationary firefighter which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Jordan currently possesses Firefighter I/II certification; and Basic EMT certification. Once employed, Jordan will be required to successfully complete a paramedic training program and obtain an Indiana paramedic license, and serve as an active paramedic with the Department a minimum of three years.

The Fire Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Jordan L. Hunter as a probationary firefighter.
- (2) Move to approve the Conditional Offer of Employment Agreement with Jordan L. Hunter, and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement.

**GOSHEN FIRE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **Jordan L. Hunter** ("Hunter") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

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

**AGREE TO OBTAIN A PARAMEDIC LICENSE
AND SERVE AS A PARAMEDIC**

- (1) As a condition of employment with City and the Goshen Fire Department, Hunter is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.
- (2) Upon commencing employment, Hunter agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Hunter is currently enrolled in and attending a paramedic training program prior to commencing employment, Hunter agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.
- (3) Starting on Hunter's first day of employment, City will pay the cost of the paramedic training program. If Hunter is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Hunter's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Hunter for the time to attend class and required clinical sessions. Hunter shall schedule all classes and clinical sessions when Hunter is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Hunter's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Hunter's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Hunter's time to attend the paramedic training program.
- (4) Hunter shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Hunter agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.

- (5) If Hunter refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the paramedic class, or fails to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program, Hunter's employment with City and the Goshen Fire Department will be terminated for cause.
- (6) Except as provided by paragraph (10), if Hunter leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Hunter agrees to repay City the City's actual cost for Hunter to attend the paramedic training program, including the cost of the training program and the time City paid another employee to cover Hunter's shift due to Hunter's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic license, Hunter agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Hunter agrees to maintain Hunter's paramedic license as long as Hunter is required to serve City and the Goshen Fire Department as a paramedic.
- (8) Hunter agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years. Except as provided by paragraph (10), if Hunter fails to serve City and the Goshen Fire Department as an active paramedic for three (3) full years, including termination, Hunter agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) or City's actual cost for Hunter to attend the paramedic training program, whichever is less. The reimbursement amount will be credited at the rate of Five Thousand Dollars (\$5,000) or one-third (1/3) of City's actual cost, whichever is less, for each full year Hunter serves City and the Goshen Fire Department as an active paramedic. (Credit will not be given for partial years of service.) If City's actual cost for the paramedic training is less than Fifteen Thousand Dollars (\$15,000), then City and Hunter agree to establish in writing City's actual cost for Hunter to complete the paramedic training program, including the cost of the training program and the time City paid another employee to cover Hunter's shift due to Hunter's attendance of the paramedic training classes and clinical sessions.
- (9) Hunter's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Hunter's last day of employment with City and the Goshen Fire Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Hunter's last day of employment with City and the Goshen Fire Department.

(10) No repayment will be due City if Hunter fails to obtain an Indiana paramedic license and/or fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical for Hunter to obtain an Indiana paramedic license and/or to continue to serve as a paramedic in the foreseeable future, or due to death.

AMENDMENT

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

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

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

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

City of Goshen, Indiana

By: _____

Jordan L. Hunter

Printed: _____

Date: _____

Title: _____

Date: _____

*****REQUEST*****

DATE: Monday, October 24, 2022

TO: GOSHEN BOARD OF WORKS

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

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$7,870.18**
Collection letters were sent out and payments of **\$2,158.08** had been collected.

The uncollected amount equals **\$5,712.10**

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

These are accounts for the most part were finalized thru **Monday, July 11, 2022**

WATER: \$2,908.79

SEWER: \$2,803.31

TOTALS

REPORT TOTAL		\$7,870.18
BPS TOTAL	\$2,704.99	\$5,165.19
COUNTY TOTAL	\$2,563.54	\$2,601.65
W-WRITE OFF	\$203.80	\$2,397.85
S-WRITE OFF	\$239.77	\$2,158.08
PAYMENT TOTAL	\$2,158.08	\$0.00
AGREEMENT TOTAL		

10/18/2022

Board of Works
City of Goshen
111 East Jefferson St.
Goshen, IN. 46528

Greetings,

My name is Quentin (Roger) Brown with **NIPSCO-Operations**, and I oversee an accelerated safety program within the city of Goshen. I have a sewer camera contractor, CCSI, in the area performing sewer line inspections to ensure their integrity from utility intrusions.

It has come to our attention that additional **traffic control resources** are needed in the listed areas below in order to keep our teams safe, therefore, I'm writing this letter to request permission to do so.

2200 Block of S. Main Street
2100 Block of S. Main Street
2000 Block of S. Main Street
1900 Block of S. Main Street
1800 Block of S. Main Street
1700 Block of S. Main Street
1600 Block of S. Main Street
1500 Block of S. Main Street

2300 Block of S. Main Street
W. Lincoln way (S. 5th, 6th, 7th St.)
E. Clinton Street between (N & S Indiana Ave. to CR 17)
E. Plymouth Ave. (S. 13th, 14th, 15th)

I anticipate the duration of professional traffic control usage to be four weeks. If, at the end of four weeks, we see that an extension is needed to utilize these safety controls, I will request permission by submission of an additional letter. Thank you for your time.

Respectfully,

Quentin (Roger) Brown

NIPSCO Cross Bore Program Leader-NIPSCO
1501 Hale Ave.-Fort Wayne, IN. 46802
(260)442-1739-cell



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **MADISON STREET & COLLEGE AVENUE RECONSTRUCTION
(JN: 2021-0016)**

DATE: October 24, 2022

Attached please find Change Order No. 3 – A Balancing Change Order.

Change Order No. 3 reduces the current contract price -\$23,519.10, making the final contract amount \$694,699.25, a 18.6% increase over the original contract of \$585,735.50.

Original contract amount	\$585,735.50
Change Order No. 1	\$ 3,619.00
Change Order No. 2	\$128,863.85
Change Order No. 3	(\$ 23,519.10)
Revised contract amount	\$694,699.25

Suggested Motion: Move to approve the balancing Change Order No. 3 decreasing the contract \$23,519.10, for a final contract amount of \$694,699.25.

CHANGE ORDER FORM

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Change Order No. 3
Date: 10/24/2022

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

OWNER: City of Goshen
PROJECT NAME: Madison Street & College Avenue Reconstruction
PROJECT NUMBER: 2021-0016
CONTRACTOR: Niblock Excavating, Inc.

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

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

6	Adjust Storm Castings (Note: This balances the line item out)	-25 EA	@	\$275.00	-----	-\$6,875.00
7	Adjust/Reset Storm Casting (Note: This balances the line item out)	1 EA	@	\$275.00	-----	\$275.00
8	Adjust Water Valve Casting (Note: This balances the line item out)	-9 EA	@	\$60.00	-----	-\$540.00
9	2.0" HMA Surface (Note: This balances the line item out)	-127.51 EA	@	\$84.50	-----	-\$10,774.60
11	24" Thermoplastic, White, Stop Bar (Note: This balances the line item out)	71 LFT	@	\$12.50	-----	\$887.50
12	4" Thermoplastic, White, Line (Grooved) (Note: This balances the line item out)	39 LFT	@	\$2.00	-----	\$78.00
13	6" Thermoplastic, White, Line (Note: This balances the line item out)	-40 LFT	@	\$3.50	-----	-\$140.00
14	4" Thermoplastic, Yellow, Line (Grooved) (Note: This balances the line item out)	-1043 LFT	@	\$2.00	-----	-\$2,086.00
15	6" Thermoplastic, Yellow, Gore Line (Note: This balances the line item out)	377 LFT	@	\$3.50	-----	\$1,319.50
17	Arrow, Thermoplastic, Symbol, White (Note: This balances the line item out)	-4 EA	@	\$165.00	-----	-\$660.00
19	Tree and Stump Removal (Note: This balances the line item out)	1 EA	@	\$3,000.00	-----	\$3,000.00

CHANGE ORDER FORM

Pg 2 of 4

Change Order No. 3

20	Stump Removal (Note: This balances the line item out)	-1 EA	@ \$900.00	.....	-\$900.00
21	4", Concrete Sidewalk (Note: This balances the line item out)	-52.38 SYD	@ \$65.00	.....	-\$3,404.70
22	6" Drive Approach (Note: This balances the line item out)	60.91 SYD	@ \$105.00	.....	\$6,395.55
23	8" Drive Approach (Note: This balances the line item out)	-25.33 SYD	@ \$125.00	.....	-\$3,166.25
24	ADA Ramp with Truncated Domes (Note: This balances the line item out)	0.22 SYD	@ \$145.00	.....	\$31.90
26	ADA Ramp w/o Truncated Domes - Comm. (Note: This balances the line item out)	-12.7 SYD	@ \$105.00	.....	-\$1,333.50
28	Straight Concrete Curb (Note: This balances the line item out)	-26 LFT	@ \$48.50	.....	-\$1,261.00
29	Storm Sturcture and Pipe Removal (Note: This balances the line item out)	-2 EA	@ \$1,050.00	.....	-\$2,100.00
30	30" Inlet with Casting (Note: This balances the line item out)	-2 EA	@ \$1,950.00	.....	-\$3,900.00
32	Concrete Curb Removal and Replacement (Note: This balances the line item out)	46.7 EA	@ \$35.00	.....	\$1,634.50
				Subtotal -	(\$23,519.10)

CHANGE ORDER FORM

Pg 3 of 4

Change Order No. 3

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$585,735.50
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>2</u>	\$132,482.85
3. Amount of Contract, not including this supplement	\$718,218.35
4. Addition/ Reduction to Contract due to this supplement	(\$23,519.10)
5. Amount of Contract, including this supplemental	\$694,699.25
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$108,963.75
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>3</u> (Line 6 divided by Line 1)	18.60%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date N/A.

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

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

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

CHANGE ORDER FORM

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Change Order No. 3

RECOMMENDED FOR ACCEPTANCE

Josh Corwin, PE

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

Mayor Stutsman

Michael Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

ACCEPTED: CONTRACTOR

Niblock Excavating

BY: _____
Signature of authorized representative

Printed

Title