



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**2:00 p.m. September 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: September 13, 2021

Approval of Agenda

- 1) PD: Swearing in of Adriana Fernandez, Probationary Patrol Officer
- 2) PD: Swearing in of Connie Colleen Warstler, Reserve Patrol Officer
- 3) FD: Promotion of Zachary Klopfenstein to Fire Lieutenant
- 4) FD: Promotion of Winston C. Lechlitner to Fire Sergeant
- 5) Request to close alley for block party: East Lincoln Crossroads Neighborhood Assoc.
- 6) FD: Conditional Offer of Employment to Megan J. Berry
- 7) FD: Conditional Offer of Employment to Hannah M. Estes
- 8) Unpaid Final Accounts
- 9) Agreement with Peterson Consulting Services, Inc.
- 10) Agreement with Borntrager Enterprises Inc.

11) Trick or Treat Hours

12) 16<sup>th</sup> Street Right of Entry Agreement (JN: 2020-0038)

13) 2021 Sidewalk Paving Change Order No. 1 (JN:2021-0001)

14) Ninth Street Trail Acceptance (JN: 2011-0052)

15) 2021 Asphalt Paving Change Order No. 3 (JN: 2021-0002)

16) Eisenhower Drive Extension of Lane Closures (JN: 2020-0013)

17) Temporary Road Closure on Lafayette Street

Privilege of the Floor

Board of Public Works and Safety Order: 1001 S. 8<sup>th</sup> Street

Approval of Civil City and Utility Claims

*Adjournment*



## MINUTES of Sept. 13 Regular Meeting

### Board of Public Works & Safety and Stormwater Board

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

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

**Call to Order:** Mayor Stutsman called the meeting to order at 2 p.m.

**Review/approval of Minutes:** The minutes of the Sept. 7, 2021 meeting of the Board of Works & Safety and Stormwater Board were presented. **Board member Landis moved to approve the minutes as presented and the motion was seconded by Board member Nichols. Motion passed 5-0.**

**Review/approval of Agenda:** Mayor Stutsman presented the Board agenda with the addition of one item – the award/purchase of a new sewer truck – to the end of the agenda. **Landis moved to approve the revised agenda and the motion was seconded by Nichols. Motion passed 5-0.**

#### **1. Fire Department request: Promotion of Adam W. Peisker to Private First Class**

Assistant Chief Bruce Nethercutt of the Goshen Fire Department reported that Adam W. Peisker has completed his probationary year at GFD as of Sept. 1, 2021. Based on his performance and recommendations from his shift Battalion Chief and Training Officer, Assistant Chief Nethercutt requested that Adam W. Peisker be promoted to Private First Class for the Fire Department, retroactive to Sept. 1.

**Landis/Nichols moved to approve the request that Adam W. Peisker be promoted to Private First Class for the Fire Department, retroactive to Sept. 1, 2021. Motion passed 5-0. Mayor Stutsman then swore Adam W. Peisker into office.**

#### **2. Request for placement of movie screen in city parking lot for Goshen Brewing (Jesse Sensenig)**

The applicant was not present, so the item was moved to the end of the agenda.

#### **3. Request for street closure: the alley between 111 and 113 S. 7th Street (Jesse Stoltzfus)**

Jesse Stoltzfus, who lives at 113 S 7th St., requested closure of the east-west alley between 111 S. 7th St. and 113 S. 7th, between 9 a.m. and 10 p.m. on Sept. 26, 2021 for a private party.



Stoltzfus said he would like to use the alley space for the party. Stoltzfus said he has received support for the request from his neighbor at 111 S. 7<sup>th</sup> St. Stoltzfus said only his driveway will be affected. He said no parking will be affected and all other property owners, including his alley neighbor, will still have driveway access to their properties. Stoltzfus shared the history of his home and different house parties that were held there dating back to 1896.

**Landis/Nichols moved to approve closure of the east-west alley between 111 S. 7<sup>th</sup> St. and 113 S. 7<sup>th</sup>, from 9 a.m. and 10 p.m. on Sept. 26, 2021 for a private house party. Motion passed 5-0.**

#### **4. Request for closure of 3rd Street for St. John The Evangelist Catholic Church (Jonathan Evangelista)**

Jonathan Evangelista, pastoral associate at St. John the Evangelist Catholic Church, said the church is planning to hold its annual parish festival in the parking lot of the church and school. Evangelista said that to ensure safe access, St. John was requesting permission for a partial closure of 3<sup>rd</sup> Street from 1 to 9 p.m. on Sept. 18.

**Landis/Nichols moved to approve the partial closure of 3rd Street, next to the St. John The Evangelist Church property, from 1 to 9 p.m. on Sept. 18. Motion passed 5-0.**

#### **5. Request for closure of Main Street from Jefferson to Lincoln for Touch-A-Truck Event (Tanya Heyde)**

Tanya Heyde, superintendent of the Goshen Parks and Recreation Department, requested the closure of Main Street, from Jefferson Street to Lincoln Avenue, on Saturday, Sept. 25, 2021, from 8 a.m. to 1 p.m. The closure was requested for the city's Touch-A-Truck, a family-friendly event which will give people the opportunity to explore and interact closely with the city's equipment, trucks and vehicles. Additionally, the event will offer city officials an opportunity to connect with the community. The event will be from 10 a.m. until noon. Heyde said downtown businesses were informed of the event.

**Landis/Nichols moved to approve the closure of Main Street, from Jefferson Street to Lincoln Avenue, on Saturday, Sept. 25, 2021, from 8 a.m. to 1 p.m. Motion passed 5-0.**

#### **6. Public notification of Goshen Dam toe drain repair**

Goshen Director of Public Works & Utilities Dustin Sailor advised the Board that Elkhart County Parks is working with Selge Construction to repair the toe drain at the Goshen Dam Pond. As a result, the headwaters structure, the public restrooms, the parking lot and access to the Millrace Trail will be closed for the duration of the project. The project began on Sept. 8 and is scheduled to be completed by Oct. 1. Sailor said the areas are closed to allow for the staging and use of equipment. Asked by a board member if the project will be completed by Oct. 1, Sailor said the company has been given up to 60 days to complete its work.

**No action was taken because this was an information-only agenda item.**



#### **7. Post-Construction Plan Approval of Goshen Health-North and South Parking Lots (JN: 2019-2009)**

Director of Public Works & Utilities Dustin Sailor notified the Board that the developer of the Goshen Health - North and South Parking Lots project, affecting one or more acres of land, has submitted a sufficient post-construction plan for each parking lot and found to be compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." The Stormwater Department requested the Stormwater Board's acceptance of these plans, both of the post-construction stormwater management plans for the Goshen Health - North and South Parking Lots project as it has been found to meet the requirements of City Ordinance 4329.

**Landis/Nichols moved to accept both of the post-construction stormwater management plans for the Goshen Health - North and South Parking Lots project as it has been found to meet the requirements of City Ordinance 4329. Motion passed 5-0.**

#### **8. Waste Water Treatment Plant Floodway Mapping Agreement (JN: 2019-0025A)**

Director of Public Works & Utilities Dustin Sailor notified the Board that as part of the Waste Water Treatment Plant Improvements Project, the existing sludge storage lagoon will be closed and backfilled with excavated soil from the project. Existing floodway mapping shows the 100-year flood elevation to fall within the sludge storage lagoon, which will prevent any fill from being placed within this area. The Engineering Department has requested that Abonmarche Consultants, Inc. survey the lagoon and prepare a FEMA Letter of Map Change to request removal of the lagoon embankment area from the published flood area. Sailor asked for approval of an agreement for the work.

**Landis/Nichols moved to approve the agreement with Abonmarche Consultants, Inc. for the preparation and submittal of a FEMA Letter of Map Change requesting removal of the existing WWTP sludge storage lagoon embankment areas from the published flood area for a contract price of \$4,350. Motion passed 5-0.**

#### **9. Waste Water Treatment Plant Water Line Survey (JN: 2019-0025A)**

Director of Public Works & Utilities Dustin Sailor told the Board that as part of the Waste Water Treatment Plant (WWTP) Project, a new water line was installed on the WWTP property with the intent of the line being a city-owned water main. Sailor said because the line is on WWTP property, it will require an easement to become a public water line. The Engineering Department has requested that Abonmarche Consultants, Inc. survey the water line and provide a metes and bounds legal description. He also asked for the approval of the agreement with Abonmarche.

**Landis/Nichols moved to approve the agreement with Abonmarche Consultants, Inc. for the preparation of a metes and bounds legal description of an existing water line at the WWTP for a contract price of \$1,200. Motion passed 5-0.**



**10. Award proposal to purchase a combination sewer jetter rodder truck and approve agreement**

Carla Newcomer, a paralegal with the City Legal Department, informed the Board that the city solicited proposals for the purchase of a 2021 Combination Sewer Jetter Rodder Truck. The city received a quote from the Jack Doheny Company for \$483,898.25 for the truck and a trade-in allowance of \$85,000 for a 2012-2100 plus Vector Truck and a total purchase price of \$401,155.25. The city received a second quote from Brown Sewer Equipment for \$485,928 for the truck and a trade-in allowance of \$65,000 for a 2012-2100 plus Vector Truck and a total purchase price of \$420,928. Newcomer said there were two other proposals, but they were non-responsive. Newcomer said the Street Department would like to purchase a 2021-2100i Vactor Combination Sewer Jetter Rodder Truck and trade-in the 2012-2100 plus Vactor Truck with a trade-in allowance of \$85,000 for a total purchase price of \$401,155.25 from the Jack Doheny Co.

**Landis/Nichols moved to approve the award the quote for the purchase of 2021-2100i Vactor Combination Sewer Jetter Rodder Truck and trade-in the 2012-2100 plus Vactor Truck to the Jack Doheny Co. as the lowest responsible and responsive bidder and to approve and execute the agreement with the Jack Doheny Co. for the purchase of the previously mentioned truck and trade-in. Motion passed 5-0.**

**11. Request for placement of movie screen in city parking lot for Goshen Brewing (Jesse Sensenig)**

Mayor Stutsman said that no representative of the Goshen Brewing Co. appeared to be present for agenda item 11, but the request seemed very straightforward. Jesse Sensenig of Goshen Brewing Co. asked for permission to have a movie screen parked in the city parking lot adjacent to the business for viewers on the business' lawn for the Heartbeat of the City event. The event will start at 6 p.m. on Oct. 2 and will be done by 10 p.m.

**Stutsman/Nichols moved to approve the request for a movie screen to be placed in the city parking lot adjacent to Goshen Brewing Co. on Oct. 2, 2021 from 5-10 p.m. Motion passed 5-0.**

**Privilege of the Floor:** No one asked to speak

**Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 5-0.**

**Mayor Stutsman declared the meeting adjourned at 2:20 p.m.**

*Exhibit A: Award proposal for purchase of combination sewer jetter rodder truck and approve the agreement with the Jack Doheny Company*



APPROVED

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Jeremy Stutsman, Chair

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Michael Landis, Member

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Mary Nichols, Member

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Barb Swartley, Member

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DeWayne Riouse, Member

ATTEST

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Richard Aguirre, Clerk-Treasurer



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Jeremy Stutsman  
Member Mary Nichols  
Member Mike Landis  
Member Barb Swartley  
Member DeWayne Riouse

Date: September 20<sup>th</sup>, 2021

From: Jose' Miller, Chief of Police

Reference: The hiring of Adriana Fernandez as Probationary Patrol Officer.

I am requesting that the Board of Public Works and Safety approve the hiring of Adriana I. Fernandez for the position of probationary patrol officer. Adriana has passed all exams and has been approved by both the local and State pension boards. Adriana will be a welcomed addition to the Goshen Police Department. I would like his hiring to be effective today, September 20<sup>th</sup>, 2021.

Adriana will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "J. Miller", with a long horizontal stroke extending to the right.

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**





**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Jeremy Stutsman  
Member Mary Nichols  
Member Mike Landis  
Member Barb Swartley  
Member DeWayne Riouse

Date: September 20<sup>th</sup>, 2021

From: Chief Jose' Miller

Reference: The hiring of Connie Colleen Warstler as a Reserve Patrol Officer

I am requesting that the Board of Public Works and Safety approve the hiring of Connie Colleen Warstler for the position of Reserve Patrol Officer. Connie Colleen Warstler has successfully passed all stages of the application process for the Goshen Police Department. She will make a great addition to the Goshen Police Department. I would like this hiring to be effective today September 20<sup>th</sup>, 2021.

Connie Colleen Warstler will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

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**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

September 13, 2021

To: Board of Works and Public Safety

RE: Promotion of Zachary Klopfenstein to Fire Lieutenant

From: Fire Chief Danny Sink

Zachary Klopfenstein has passed all of the tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Zachary to the rank of Fire Lieutenant for the Goshen Fire Department retroactive to September 10, 2021. Thank you



**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

September 13, 2021

To: Board of Works and Public Safety

RE: Promotion of Winston C. Lechlitner to Fire Sergeant

From: Fire Chief Danny Sink

Winston Lechlitner has passed all of the tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Winston to the rank of Fire Sergeant for the Goshen Fire Department retroactive to September 10, 2021. Thank you



Dear Board of Works,

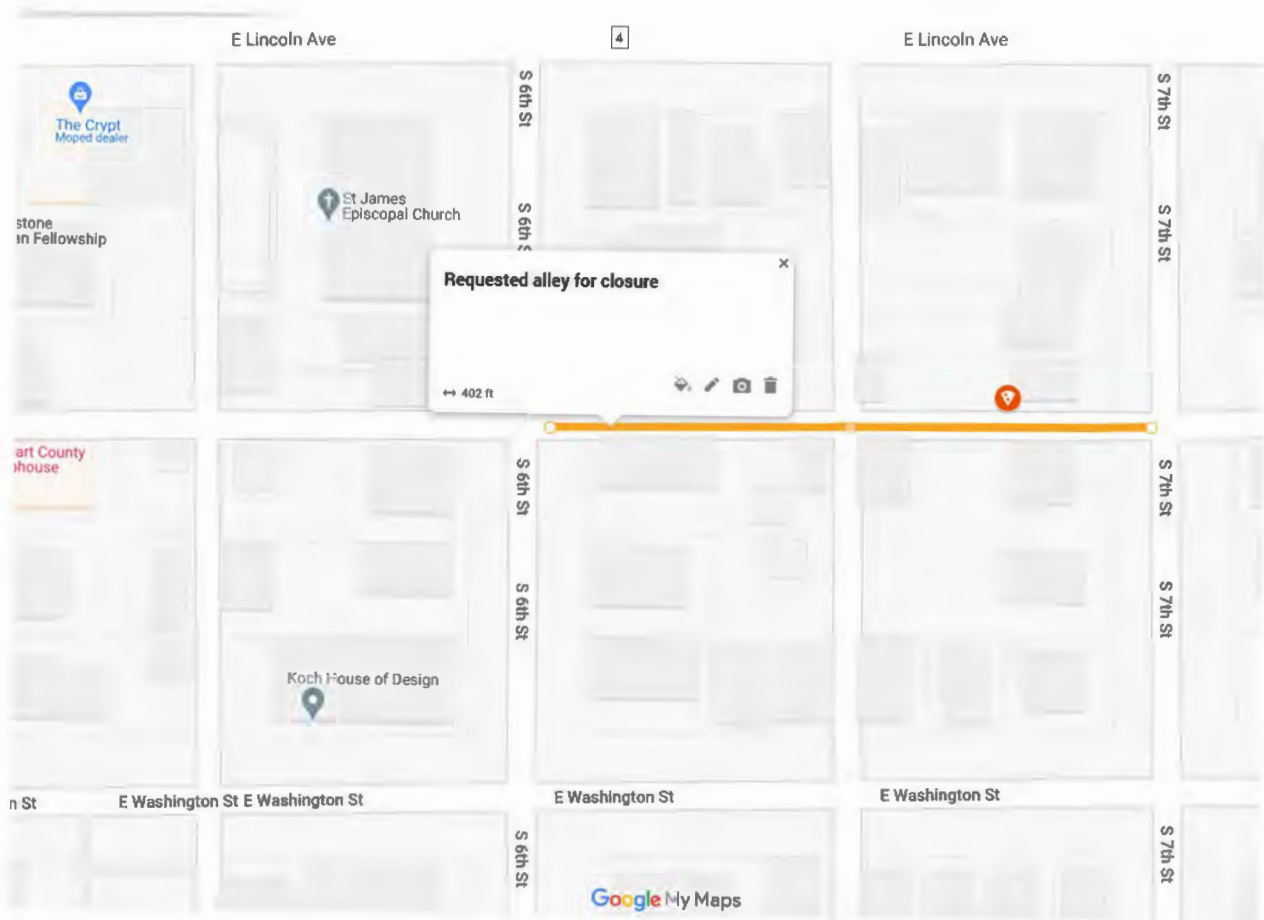
Sept. 17, 2021

The East Lincoln Crossroads Neighborhood Association is requesting permission to close the alley next to 113 S 7<sup>th</sup> Street from 7<sup>th</sup> Street to 6<sup>th</sup> Street, (the alley runs parallel to Lincoln Avenue and Washington Street) on Saturday, October 2, from 2 to 8 p.m. to hold a Neighborhood Block Party.

Closing the alley will allow us to hold our event outside and space out tables appropriately. The immediately affected neighbors have been notified and are supportive of our plan.

Thank you for considering this request,

Neighbors at East Lincoln Crossroads





## 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](http://www.goshenindiana.org)

September 20, 2021

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Fire Department Conditional Offer of Employment to Megan J. Berry

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Megan J. Berry, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that Megan J. Berry must meet prior to beginning employment with the Fire Department as a probationary firefighter. This agreement also provides for the payment of a hiring bonus as Megan is currently a certified paramedic.

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 Megan J. Berry as a probationary firefighter.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Megan J. Berry which includes the payment of a paramedic hiring bonus.

## CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Megan J. Berry** (Berry).

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

### PREREQUISITES TO BEGINNING EMPLOYMENT

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

- (1) A personnel vacancy in the Goshen City Fire Department rank and file must exist. Berry understands that currently no vacancy exists in the rank and file of the Fire Department. Although the Fire Department is initiating the pension physical and psychological testing, Berry 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) Berry must submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Berry 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 Berry 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 Berry's expense.
- (4) InPRS will determine whether Berry has any Class 3 excludable conditions. Berry understands that if InPRS finds that Berry has any Class 3 excludable conditions, Berry 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 Berry'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 Berry 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 Berry if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen City 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 Berry accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO SERVE AS A PARAMEDIC**

- (1) Berry currently possesses an Indiana paramedic certification/license. Berry acknowledges that as a condition of employment, Berry agrees to serve City 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, and to maintain Berry's paramedic certification/license as long as Berry is required to serve City as a paramedic.
- (2) If Berry is a first time employee of the Goshen Fire Department, City agrees to pay Berry a bonus payment of Seven Thousand Five Hundred Dollars (\$7,500) payable in equal amounts over Berry's first three (3) years of employment with City. The first payment of Two Thousand Five Hundred Dollars (\$2,500) will be made upon Berry's first employment anniversary date with City and satisfactory completion of the probationary period. The second payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Berry's second employment anniversary date with City. The third and final payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Berry's third employment anniversary date with City.
- (3) If Berry fails to serve City as an active paramedic for any of the first three (3) full years of employment, Berry 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 approved by the Goshen Board of Public Work and Safety.

#### **SEVERABILITY**

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

#### **INTEGRATION**

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

**INDIANA LAW**

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

**BINDING EFFECT**

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

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

City of Goshen, Indiana  
Goshen Board of Public Works and Safety

By: \_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Megan J. Berry

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## CITY OF GOSHEN LEGAL DEPARTMENT

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September 20, 2021

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Fire Department Conditional Offer of Employment to Hannah M. Estes

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Hannah M. Estes, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that Hannah M. Estes must meet prior to beginning employment with the Fire Department as a probationary firefighter. This agreement also provides for the payment of a hiring bonus as Hannah is currently a certified paramedic.

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 Hannah M. Estes as a probationary firefighter.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Hannah M. Estes which includes the payment of a paramedic hiring bonus.

## CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Hannah M. Estes** (Estes).

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

### PREREQUISITES TO BEGINNING EMPLOYMENT

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

- (1) A personnel vacancy in the Goshen City Fire Department rank and file must exist. Estes understands that currently no vacancy exists in the rank and file of the Fire Department. Although the Fire Department is initiating the pension physical and psychological testing, Estes 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) Estes must submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Estes 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 Estes 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 Estes's expense.
- (4) InPRS will determine whether Estes has any Class 3 excludable conditions. Estes understands that if InPRS finds that Estes has any Class 3 excludable conditions, Estes 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 Estes'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 Estes 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 Estes if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen City 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 Estes accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO SERVE AS A PARAMEDIC**

- (1) Estes currently possesses an Indiana paramedic certification/license. Estes acknowledges that as a condition of employment, Estes agrees to serve City 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, and to maintain Estes's paramedic certification/license as long as Estes is required to serve City as a paramedic.
- (2) If Estes is a first time employee of the Goshen Fire Department, City agrees to pay Estes a bonus payment of Seven Thousand Five Hundred Dollars (\$7,500) payable in equal amounts over Estes's first three (3) years of employment with City. The first payment of Two Thousand Five Hundred Dollars (\$2,500) will be made upon Estes's first employment anniversary date with City and satisfactory completion of the probationary period. The second payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Estes's second employment anniversary date with City. The third and final payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Estes's third employment anniversary date with City.
- (3) If Estes fails to serve City as an active paramedic for any of the first three (3) full years of employment, Estes 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 approved by the Goshen Board of Public Work and Safety.

#### **SEVERABILITY**

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

#### **INTEGRATION**

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

**INDIANA LAW**

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

**BINDING EFFECT**

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

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

City of Goshen, Indiana  
Goshen Board of Public Works and Safety

By: \_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Hannah M. Estes

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\*REQUEST\*\*\***

**DATE: Monday, September 20, 2021**

**TO: GOSHEN BOARD OF WORKS**

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

**RE: UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$2,676.94**  
Collection letters were sent out and payments of **\$892.27** had been collected.

The uncollected amount equals **\$1,784.67**

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

These are accounts for the most part were finalized thru **Tuesday, June 22, 2021**

**WATER: \$1,448.28**  
**SEWER: \$336.39**

**TOTALS 5-2021**

REPORT TOTAL		\$2,676.94
BPS TOTAL	<b>\$1,397.22</b>	\$1,279.72
COUNTY TOTAL	<b>\$306.53</b>	\$973.19
W-WRITE OFF	<b>\$51.06</b>	\$922.13
S-WRITE OFF	<b>\$29.86</b>	\$892.27
PAYMENT TOTAL	<b>\$892.27</b>	\$0.00
AGREEMENT TOTAL		



**Legal Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

September 20, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Agreement with Peterson Consulting Services Inc.

The City wishes to contract with Peterson Consulting Services Inc. to assist the City with its financial reporting related to its capital assets as required by Government Accounting Standards Board Statement No. 34.

The agreement is for a fixed fee of \$5,425.00 plus reimbursable expenses not to exceed \$250.00.

All work is to be completed within 90 days from receipt of a notice to proceed.

**Suggested Motion:** That City enter into this agreement with Peterson Consulting Services Inc. to assist the City with its financial reporting related to its capital assets as required by Government Accounting Standards Board Statement No. 34 for the fixed fee of \$5,425.00 plus reimbursable expenses not to exceed \$250.00.

# AGREEMENT

## Assistance with Reporting Requirements of GASB Statement No. 34

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **Peterson Consulting Services, Inc.** (“Contractor”), whose mailing address is 1030 South La Grange Road, Suite 23, La Grange, IL 60525, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

WHEREAS, the Board of Public Works and Safety determines it is expedient and in the best public interest to employ professional accounting services for the financial reporting relating to capital assets for fiscal year ending December 31, 2021

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to assist the City to meet the financial reporting standards related to capital assets as delineated in Government Accounting Standards Board (GASB) Statement No. 34.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

### **Section 1. City Duties**

City shall be responsible for providing complete and accurate information to Consultant. City shall prepare the actual capital assets report.

### **Section 2. Contractor Duties**

Consultant’s services under this agreement shall be to provide the following assistance to ensure the City’s process of meeting the retroactive financial reporting standards related to capital assets and general infrastructure for the fiscal year ending December 31, 2021, as delineated in GASB Statement No. 34. Consultant shall:

- a. Review the necessary policy requirements related to capital assets as to capitalization of assets and potentially enhancing the City’s existing Capital Asset Policy;
- b. Provide input as to the reporting of capital asset additions;
- c. Provide input as to the reporting of capital asset retirements;
- d. Assist the preparation of the capital asset worksheets for fiscal year ending December 31, 2021 for the following asset accounts and functional classifications:
  - i. Land and rights-of-way
  - ii. Buildings and land improvements
  - iii. Equipment and vehicles
  - iv. Computer software
  - v. General infrastructure: streets, alleys, bridges, sidewalks, traffic signals and storm sewers.
- e. Assist the preparation of the construction-in-progress account for the fiscal year ending December 31, 2021 relating to buildings and general infrastructure.



- f. Assist in the preparation for fiscal year ending December 31, 2021, a capital asset summary and compilation indicating assets not being depreciated, assets being depreciated, total capital assets net of depreciation, and total net capital assets.

Consultant shall transmit the necessary data and information to City via e-mail and with telephone conversations, and shall provide updated capital asset worksheets for 2021 via email.

Consultant shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the services for the City.

**Section 3. Effective Date; Term**

The agreement shall become effective on the day of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City and shall complete all Duties within ninety (90) calendar days of the date of the notice to proceed.

**Section 4. Compensation**

City agrees to compensate Contractor the sum of Five Thousand Four Hundred Twenty Five Dollars (\$5,425.00), for performing all Duties in accordance with Consultant's quoted fixed fee plus reimbursable expenses such as postage, shipping, long distance telephone calls and faxes, or travel expenses such as mileage (at standard IRS mileage rate) and tolls in an amount not to exceed Two Hundred Fifty Dollars (\$250.00).

**Section 5. Payment**

Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Clerk Treasurer's office  
202 South Fifth Street  
Goshen, IN 46528

Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

**Section 6. Ownership of Documents**

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

**Section 7. Licensing/Certification Standards**

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

### **Section 8. Independent Contractor**

Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

### **Section 9. Non-Discrimination**

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

### **Section 10. Employment Eligibility Verification**

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 11. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

### **Section 12. No Investment Activities in Iran**

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

### **Section 13. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

#### **Section 14.     **Default****

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

#### **Section 15.     **Termination****

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**Section 16. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Contractor: Peterson Consulting Services, Inc.  
Attention: Jon Peterson  
1030 South La Grange Road, Suite 23  
La Grange, IL 60525  
[jon.peterson@pcsi-consulting.com](mailto:jon.peterson@pcsi-consulting.com)

**Section 17. Subcontracting or Assignment**

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

**Section 18. 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. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

**Section 19. 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.

**Section 20. Applicable Laws**

Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

**Section 21. Miscellaneous**

Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents 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 any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**Section 22. 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.

**Section 23. Binding Effect**

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

**Section 24. Entire Agreement**

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Contractor.

**Section 25. Authority to Bind Contractor**

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.


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

**City of Goshen, Indiana**

Goshen Board of Public Works and Safety

Peterson Consulting Services, Inc.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

By  \_\_\_\_\_

\_\_\_\_\_  
Michael A. Landis, Member

Printed JON C. PETERSEN

\_\_\_\_\_  
Mary Nichols, Member

Its President \_\_\_\_\_

\_\_\_\_\_  
DeWayne Riouse, Member

Date Signed: SEPT 15, 2021

\_\_\_\_\_  
Barb Swartley, Member

Date Signed: \_\_\_\_\_



**Legal Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

September 20, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Agreement with Bortrager Enterprises Inc.

The City wishes to contract with Bortrager Enterprises Inc. to replace the roof on the Administration Building of the Wastewater Treatment Plant located at 1000 W. Wilden Ave., Goshen, IN.

Work on the project shall be completed by December 15, 2021 and the total cost for all work is \$28,600.00

**Suggested motion: Move to enter into an agreement with Bortrager Enterprises Inc. to replace the roof at the Administration Building of the Wastewater Treatment Plant located at 1000 W. Wilden Ave., Goshen, IN at a cost of \$28,600.00 with work to be completed by December 15, 2021.**

# AGREEMENT

## Roof Replacement at Wastewater Treatment Plant Administration Building

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, between Borntrager Enterprises Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to replace the roof at the Wastewater Treatment Plant Administration Building located at 1000 W. Wilden Avenue, Goshen, Indiana 46526.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

### SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the Duro-Last roof replacement at 1000 W. Wilden Avenue, Goshen, Indiana 46526 as described in further detail below.

Contractor shall:

1. Remove and dispose of existing roofing and debris.
2. Install .050 white Duro-Tuff single-ply roofing over 1/8” per foot tapered Expanded Polystyrene insulation board and 3” (R-12) Expanded Polystyrene insulation board, mechanically fastened to existing deck per manufacturer’s specifications and details.
3. Install Duro-Last pre-fabricated flashings on all vent stacks, curbs, drains and other penetrations a needed.
4. Install gray PVC clad metal around exterior perimeter.
5. Install all necessary termination bar and accessories as needed.
6. Install 30”x60” Duro-Last walkway pads around HVAC equipment.
7. Clean premises of all roofing scraps and debris created by this project.

Contractor shall install the roofing per the manufacturer’s requirements.

Contractor shall warrant all workmanship and materials for a fifteen (15) year non-prorated manufacturer’s warranty.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

Once the contractor mobilizes onto the project, progressive work effort shall be maintained to complete the work on or before the identified contract deadline. Contractor shall not redirect staff and/or essential equipment to other projects nor leave the City’s contract work idle for a period longer than 5 workdays without prior written authorization from the City. The City recognizes there will be transition periods between scheduled activities, but the City and public should not experience prolonged absences of project’s progress.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

## **TERM OF THE AGREEMENT**

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed by December 15, 2021.

## **COMPENSATION**

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's quoted fee as set forth in the table below for the amount of Twenty-Eight Thousand Six Hundred Dollars (\$28,600.00).

Payment equivalent to 50% of the total quoted price shall be paid by City to Contractor upon receipt of invoice for materials prior to the commencement of the project and the remaining balance shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Final payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

## **INDEPENDENT CONTRACTOR**

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

## **NON-DISCRIMINATION**

Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

## **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.



**INSURANCE**

Prior to commencing work, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability coverage.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer’s Liability .....	Statutory Limits
General Liability .....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Professional Liability .....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate
Automobile Liability.....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

**FORCE MAJEURE**

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

**BREACH**

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Agreement or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

If Contractor fails to perform the work or comply with the provisions of this Agreement, then Contractor may be considered in default.

Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Agreement.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

## **TERMINATION**

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

## **ASSIGNMENT**

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

## **MODIFICATIONS**

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. 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. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

## **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 the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen  
Attention: Legal Department  
204 East Jefferson St.  
Goshen, IN 46528

Address for notices to Contractor:

Borntrager Enterprises Inc.  
Attention: Ryan Borntrager  
1715 E. Monroe Street  
Goshen IN 46528

## **APPLICABLE LAWS**

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

## **MISCELLANEOUS**

- A. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- C. 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 incurred by the prevailing party including reasonable attorney's fees.

## **EMPLOYMENT ELIGIBILITY VERIFICATION**

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

## **CONTRACTING WITH RELATIVES**

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor has notified in writing both the

elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

**SEVERABILITY**

In the event that any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

**BINDING EFFECT**

All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.

**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between the City and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**City of Goshen**  
**Board of Public Works and Safety**

**Borntrager Enterprises Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Ryan Borntrager, Commercial Sales

\_\_\_\_\_  
Michael Landis, Member

Date:

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Barb Swartley, Member

\_\_\_\_\_  
DeWayne Riouse, Member

Date: \_\_\_\_\_



**Jeremy P. Stutsman, Mayor**  
**CITY OF GOSHEN**

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

Phone (574) 533-9322 • Fax (574) 533-9740 • TDD (574) 534-3185  
[mayor@goshencity.com](mailto:mayor@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

DATE: September 20, 2021  
TO: Board of Public Works and Safety  
FROM: Jeremy Stutsman  
RE: Trick-or-Treating hours

I recommend that the hours for trick-or-treating for 2021 be 5:30–8:00 p.m. on Saturday, October 30.

Thank you for your attention to this matter.



**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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

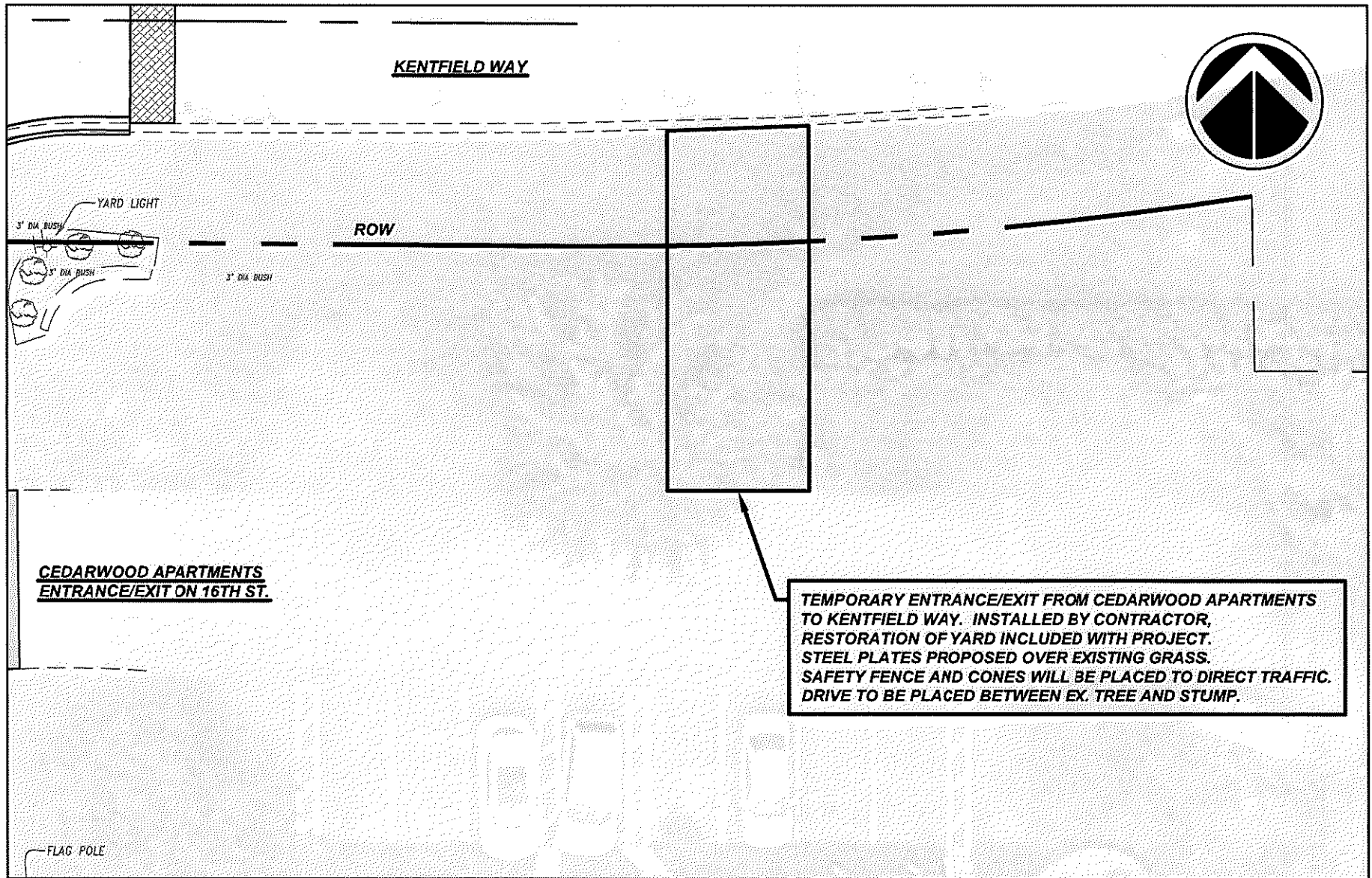
RE: **16<sup>TH</sup> STREET RECONSTRUCTION  
(JN: 2020-0038)**

DATE: September 20, 2021

---

Attached is a right-of-entry agreement for Cedarwood Apartments at 1306 Cedarbrook Court. A temporary drive will be installed between Kentfield Way and the apartment complex to allow for easier access for the 90 apartment units during the project. The current drive is too narrow to allow for safe use of the drive during certain phases of construction. See attached agreement and drawing.

**Requested Motion: Approve Agreement by signing the Right of Entry for 1306 Cedarbrook Court.**



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

**CEDARWOOD APARTMENTS  
 1306 CEDARBROOK COURT**

RIGHT-OF-ENTRY SUPPORT DOCUMENT

Project Number: 2020-0038	
Designed By: J. Hoffman	Approved By: J. Corwin
Drafted By: J. Hoffman	Date: 09/20/2021
Scale: N.T.S.	
X-2525	

## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on this 16 day of September, 2021, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Board of Public Works and Safety, hereinafter referred to as "City," and the Efficient Property Management, hereinafter referred to as "Property Owner".

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

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

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

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

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

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

Tract I:

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

Tract II:

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



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

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

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

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

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

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

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

2. This right of entry shall permit the City and its employees, agents, and contractors to enter upon the Real Property for the purpose of proceeding with the Project and to do such acts thereon as would be permitted if the real estate had actually been acquired by City. The City shall be allowed to create a temporary drive, as depicted in Exhibit A to allow residents of the Real Property to access their dwellings. Residents of the Real Property shall be allowed to drive across the temporary drive created by the City. City agrees to perform the work in a manner that eliminates disruption to Property Owner's day to day operations as much as is reasonably possible. City agrees to indemnify Property Owner for any loss or damage to any of Property Owner's real estate or fixtures located outside the above described area arising out of or in connection with the work under the Project. The City shall return repair any damage caused by the temporary drive and shall restore the surface to the same or better condition that existed immediately prior to the use of the temporary drive.

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

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

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

6. In the event that any provision of this agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

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

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

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

City of Goshen, Indiana  
Board of Public Works and Safety

Efficient Property Management

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

By Jacklyn Miller  
Printed: Jacklyn Miller  
Its: Property Manager  
Date: 11/16/21

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Barb Swartley, Member

\_\_\_\_\_  
Dewayne Riouse, Member

Date: \_\_\_\_\_



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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **SIDEWALK PAVING PROGRAM – BALANCING CHANGE ORDER NO. 1  
(JN: 2021-0001)**

DATE: September 20, 2021

---

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

The increases are mostly due to several areas where the sidewalk, curb and drive approaches were not ADA compliant. There were also more tree roots than anticipated.

The original contract was \$87,814.00; Change Order No. 1 increased the total contract by (\$14,013.08) for a final contract amount of \$101,826.18, which is an increase of 15.96 percent.

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

<b>Original contract amount</b>	<b>\$87,814.00</b>
Change Order No. 1	\$14,013.08
<b>Revised contract amount</b>	<b>\$101,827.08</b>

**Suggested Motion: Move to approve the balancing Change Order No. 1 increasing the contract \$14,012.18 for a final contract amount of \$101,826.18.**

## CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 1  
Date: 9/20/2021

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

OWNER: City of Goshen  
PROJECT NAME: Sidewalk Paving Program  
PROJECT NUMBER: 2021-0001  
CONTRACTOR: DC Construction

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

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

1.1	Remove & Replace Sidewalk (4") Over Less than (Note: This balances the line item out)	-500.0 SFT	@ \$9.48	-----	-\$4,740.00
2.1	Remove & Replace Sidewalk (4") 100 to 250 SFT (Note: This balances the line item out)	-1000 SFT	@ \$8.90	-----	-\$8,900.00
3.1	Remove & Replace Sidewalk (4") Over 250 SFT (Note: This balances the line item out)	2741 SFT	@ \$8.90	-----	\$24,392.59
4.1	Remove & Replace ADA Curb Ramp (4") (Note: This balances the line item out)	-21.00 SFT	@ \$11.45	-----	-\$240.45
5.1	Remove & Replace Stamped Colored Concrete (Note: This balances the line item out)	-35.1 SFT	@ \$12.55	-----	-\$440.51
6.1	Remove & Replace Sidewalk (6") (Note: This balances the line item out)	707 SFT	@ \$10.15	-----	\$7,170.98
7.1	Install New ADA Curb Ramp (Note: This balances the line item out)	-50 SFT	@ \$11.45	-----	-\$572.50
8.1	Remove & Replace Concrete Curb Type C (Note: This balances the line item out)	-100 LFT	@ \$34.80	-----	-\$3,480.00
9.1	Compacted Aggregate for Base, No. 53 (Note: This balances the line item out)	-81 TON	@ \$33.00	-----	-\$2,686.53
10.1	Tree Root Removal (Note: This balances the line item out)	7.0 HR	@ \$90.00	-----	\$630.00
11.1	Install New Sidewalk (4") (Note: This balances the line item out)	-50.0 SFT	@ \$7.95	-----	-\$397.50
12.1	Install New ADA Curb Ramp (Note: This balances the line item out)	-50 SFT	@ \$11.45	-----	-\$572.50

## CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 1

13.1	Remove & Replace Concrete Curb & Gutter (Note: This balances the line item out)	170 LFT	@ \$34.80	-----	\$5,898.60
14.1	Remove & Replace Rolled Concrete Curb & (Note: This balances the line item out)	-50 LFT	@ \$31.00	-----	-\$1,550.00
15.1	New Concrete Curb & Gutter (Note: This balances the line item out)	-20 LFT	@ \$25.00	-----	-\$500.00
<b>Total</b>					<b>\$14,012.18</b>

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

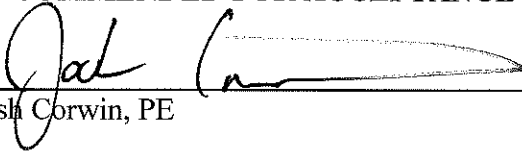
1.	Amount of original contract				\$87,814.00
2.	Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers	1	to	<u>1</u>	\$0.00
3.	Amount of Contract, not including this supplement				\$87,814.00
4.	Addition/ <del>Reduction</del> to Contract due to this supplement				\$14,012.18
5.	Amount of Contract, including this supplemental				\$101,826.18
6.	Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)				\$14,012.18
7.	Total percent of change in the original contract price Includes Change Order No.	0	to	<u>1</u>	15.96%
	(Line 6 divided by Line 1)				

### 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 furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (15.96) percent.

**CHANGE ORDER FORM**

**RECOMMENDED FOR ACCEPTANCE**

  
\_\_\_\_\_  
Josh Corwin, PE

**ACCEPTED:** BOARD OF PUBLIC WORKS  
CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
DC Construction

**BY:** \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **NINTH STREET TRAIL  
PROJECT NO. 2011-0052**

DATE: September 14, 2021

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The Engineering Department requests that the Board authorize Mayor Stutsman to sign the Recommendation for Acceptance form for submission to INDOT. The contract is sufficiently complete and this form is required to close out the project. The Engineering Department has reviewed the project and has endorsed the Recommendation for Acceptance.

Thank you for your consideration of this request.

**Requested Motion: Authorize Mayor Stutsman to sign the Recommendation for Acceptance form for submission to INDOT.**







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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **ASPHALT PAVING PROJECT – BALANCING CHANGE ORDER NO. 3  
(JN: 2021-0002)**

DATE: September 20, 2021

---

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

Change Order No. 3 reduces the current contract price -\$29,178.83, making the final contract amount \$906,509.22, a 7.22% increase over the original contract of \$845,436.25.

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

<b>Original contract amount</b>	<b>\$845,436.25</b>
Change Order No. 1	\$82,554.00
Change Order No. 2	\$ 7,697.80
Change Order No. 3	(\$ 29,178.83)
<b>Revised contract amount</b>	<b>\$906,509.22</b>

**Suggested Motion: Move to approve the balancing Change Order No. 3 decreasing the contract \$29,178.83 for a final contract amount of \$906,509.22.**

**CHANGE ORDER FORM**

Pg 1 of 5

Change Order No. 3

Date: 9/20/2021

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

OWNER: City of Goshen  
PROJECT NAME: Asphalt Paving  
PROJECT NUMBER: 2021-0002  
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.

2A	Roadway Milling (Note: This balances the line item out)	-2879 SYD	@	\$2.55	-----	-\$7,341.45
2B	Roadway Milling 4" base repair (undist) (Note: This balances the line item out)	-2673 SYD	@	\$4.50	-----	-\$12,028.50
3A	HMA Surfase (Note: This balances the line item out)	-55.39 TON	@	\$72.00	-----	-\$3,988.08
3B	HMA Base 4" (undist) (Note: This balances the line item out)	-354.01 TON	@	\$70.00	-----	-\$24,780.70
6B	Line, Thermoplastic, Solid, White 4" (Note: This balances the line item out)	515 LFT	@	\$0.75	-----	\$386.25
6C	Line, Thermoplastic, Broken, Yellow 4" (Note: This balances the line item out)	445 LFT	@	\$0.80	-----	\$356.00
6D	Line, Thermoplastic, Stop Bar 24" (Note: This balances the line item out)	40 LFT	@	\$30.00	-----	\$1,200.00
7	Curb Removal and Replacement (Note: This balances the line item out)	-120 LFT	@	\$40.00	-----	-\$4,800.00
8	4" Concrete Sidewalk (Note: This balances the line item out)	161 SYD	@	\$55.00	-----	\$8,877.00
9	ADA Ramp (Note: This balances the line item out)	-73.31 SYD	@	\$165.00	-----	-\$12,096.15
10	Concrete Sidewalk Removal (Note: This balances the line item out)	390.4 SYD	@	\$20.00	-----	\$7,808.00
11	8" Concrete Approach (Note: This balances the line item out)	-5.0 SYD	@	\$100.00	-----	-\$500.00

## CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 3  
Date: 9/20/2021

13	INDOT Storm Casting (Note: This balances the line item out)	1 EA	@ \$1,250.00	-----	\$1,250.00
co1.2	HMA Base (Note: This balances the line item out)	166.84 TON	@ \$70.00	-----	\$11,678.80
co3.1	Additional Butt Joints on Overlay Roads (Note: This balances the line item out)	4 HR	@ \$1,200.00	-----	\$4,800.00
<b>Total</b>					<b>-\$29,178.83</b>

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1.	Amount of original contract				\$845,436.25
2.	Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers	2	to	<u>3</u>	\$90,251.80
3.	Amount of Contract, not including this supplement				\$935,688.05
4.	<del>Addition</del> /Reduction to Contract due to this supplement				(\$29,178.83)
5.	Amount of Contract, including this supplemental				\$906,509.22
6.	Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)				\$61,072.97
7.	Total percent of change in the original contract price Includes Change Order No.	2	to	<u>3</u>	7.22%
	(Line 6 divided by Line 1)				

### 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.

**CHANGE ORDER FORM**

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by 7.22 percent.

**RECOMMENDED FOR ACCEPTANCE**

  
\_\_\_\_\_  
Josh Corwin, PE

**ACCEPTED:** BOARD OF PUBLIC WORKS  
CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
Niblock Excavating, Inc.

**BY:** \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



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## MEMORANDUM

**TO:** Board of Public Works and Safety

**FROM:** Goshen Engineering Department

**RE:** **EISENHOWER DRIVE – NORTH & SOUTH: EXTENSION OF LANE CLOSURES AND ONE-WAY TRAFFIC (JN: 2020-0013)**

**DATE:** September 20, 2021

---

Phend & Brown has requested permission to extend lane closures along Eisenhower Drive North and Eisenhower Drive South, west of Dierdorff Road, until Wednesday, September 22, 2021. Traffic will continue to be detoured in one direction, traveling from south to north around the Eisenhower Drive loop.

Phend & Brown is requesting this extension in order to safely complete additional adjustment of sanitary manhole and storm castings.

**Requested motion: Move to approve the extension of lane closures on Eisenhower Drive North and Eisenhower Drive South, west of Dierdorff Road, until September 22, 2021.**

**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



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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **REQUEST FOR TEMPORARY ROAD CLOSURE ON LAFAYETTE  
(JN: STREETS BY NAME - LAFAYETTE)**

DATE: September 17, 2021

---

NIPSCO has requested to close Lafayette St. between 8<sup>th</sup> and 9<sup>th</sup> to replace 200' of gas main. The requested closure dates are from September 20<sup>th</sup> to September 24<sup>th</sup>. A map depicting the closure and detour is attached.

**Requested Motion: Approve the closure of Lafayette between 8<sup>th</sup> and 9<sup>th</sup> streets from Sept. 20<sup>th</sup> to Sept. 24<sup>th</sup> for the replacement of a NIPSCO gas main.**

**City of Goshen  
Board of Works & Safety**

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mary Nichols, Board Member

\_\_\_\_\_  
Mike Landis, Board Member

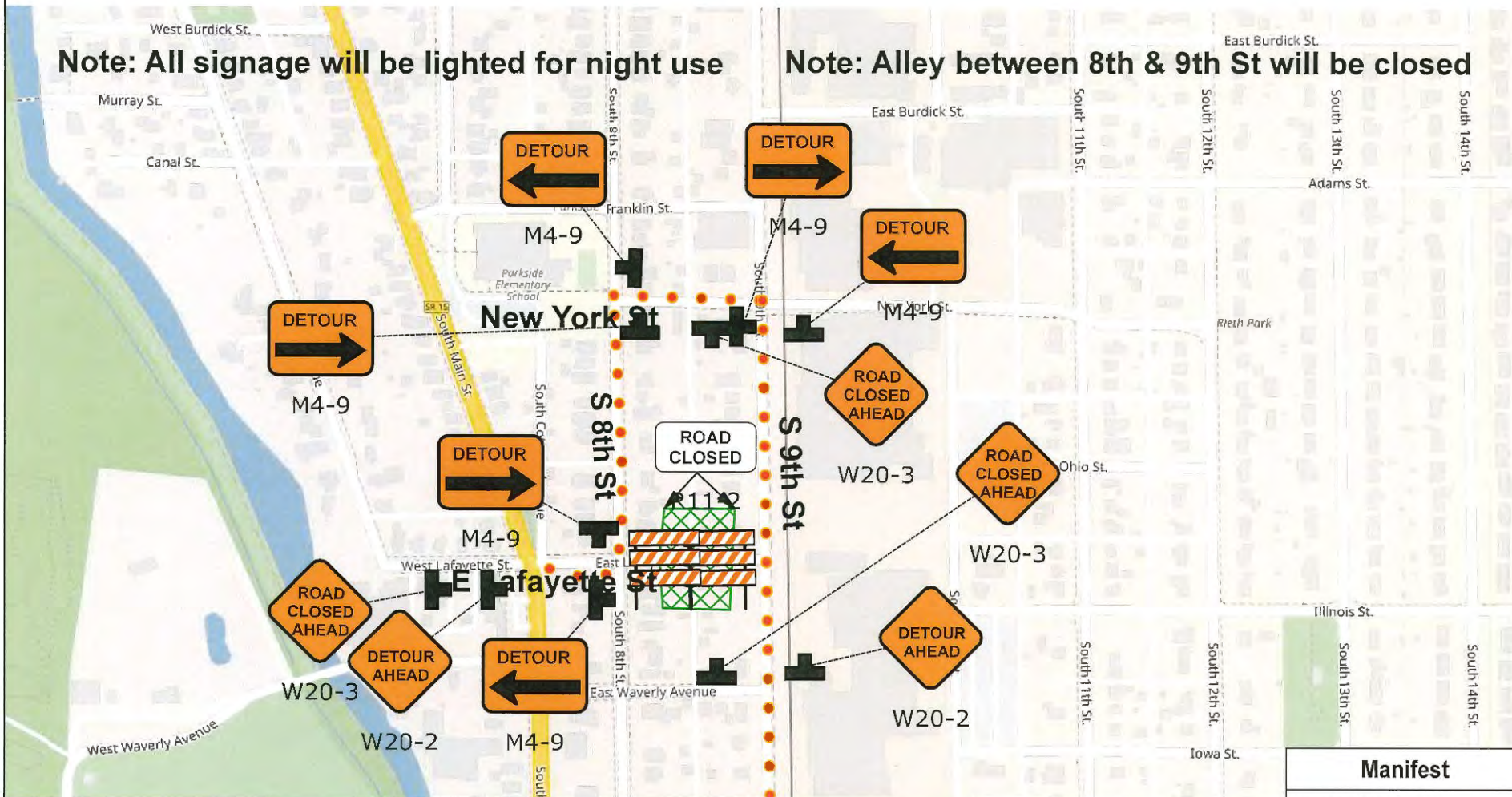
\_\_\_\_\_  
DeWayne Riouse, Board Member

\_\_\_\_\_  
Barb Swartley, Board Member



**Note: All signage will be lighted for night use**

**Note: Alley between 8th & 9th St will be closed**



**Date:** 8/24/2021 **Author:** Cathy Tobey (Indiana Sign & Barricade, Inc) **Project:** 509 E Lafayette St, Goshen IN

**Comments:**

Plan provided to meet MUTCD standards. Plans are non signed, sealed, or stamped and are for illustration to governing agency for approval.

<b>Manifest</b>	
3 x	M4-9 detour (L)
3 x	M4-9 detour (R)
3 x	W20-3 road closed ahead
2 x	W20-2 detour ahead
1 x	R11-2 road closed R11-2

## ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

August 23, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Jeanne Brunk  
4442 Stribling Drive  
Bealeton, VA 22712

Linda Coddington  
4442 Stribling Drive  
Bealton, VA 22712

RE: Premises at 1001 S. 8<sup>th</sup> Street, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 1001 S. 8<sup>th</sup> Street, Goshen, Indiana, that the building at this location is are in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on June 13, 2019. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was reinspected on May 10, 2021 which showed no significant improvement to the real estate.

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate are in an impaired structural condition that makes it unsafe to a person or property. The property is vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter 1.

The following violations of Section 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

1. The roof is leaking into the interior of the structure and the soffit is damaged and collapsing. (violation of Section 6.3.1.1 (c)).
2. Multiple areas throughout the structure have cracks in the ceilings and walls (violation of Section 6.3.1.1 (b)).
3. The ceiling has collapsed inside the door on the east side of the structure from a significant roof leak. (violation of Section 6.3.1.1 (b)).
4. The floor inside the door on the east side of the structure is severely water damaged and will not hold the proper load required (violation of Section 6.3.1.1 (b)).
5. The foundation is cracked and there are large holes allowing rodents to enter the structure the structure is not weather tight allowing water to leak inside. (violation of Section 6.3.1.1 (b)).
6. There is chipping, peeling, and flaking paint throughout the structure (violation of Section 6.3.1.1 (g)).
7. Wiring in the structure is exposed and not secure (violation of Section 6.3.1.1 (a)).
8. There is trash and debris throughout the structure (violation of Section 6.3.1.1 (b)(1)).



## ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

These violations make the premises at 1001 S. 8<sup>th</sup> Street, Goshen unsafe.

You are ordered to remove the trash, debris, fire hazardous material, or public health hazard in and about the unsafe premises, repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy so that the buildings and structures are in compliance with Title 6, Article 3, Chapter 1 of the Goshen City Code by September 24, 2021. In particular, you are ordered to make the following corrections:

1. Repair or replace leaking roof. A permit for any repairs must be obtained before any work commences.
2. All collapsing soffit on the front porch needs to be repaired and secure.
3. All cracks in the ceilings need to be repaired
4. The water damaged and collapsed ceilings need to be repaired or replaced.
5. Debris needs to be removed and disposed of properly.
6. The water damaged flooring needs to be replaced.
7. Scrape peeling and chipping paint and repaint.
8. Secure and repair all exposed electrical wiring.
9. Remove trash and debris from premises.

In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, September 20, 2021) at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind or modify this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe buildings affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe buildings, you must also supply Goshen Building Commissioner, Myron Grise with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe buildings and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Goshen, Indiana 46528, or you may contact him at (574) 534-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

This Order of the City of Goshen Building Commissioner is issued on August 23, 2021

City of Goshen Building Department

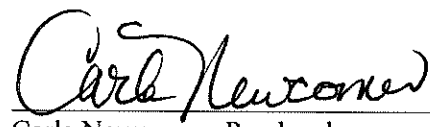
  
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Myron Grise  
Building Commissioner

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1001 S. 8<sup>th</sup> Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on August 23, 2021.

To: Jeanne Brunk  
4442 Stribling Drive  
Bealeton, VA 22712

Linda Coddington  
4442 Stribling Drive  
Bealton, VA 22712

  
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Carla Newcomer, Paralegal  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528