



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. October 12, 2020

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – Oct. 5

Changes to Agenda

- (1) Change Order 1: Carter Rd. Drainage Improvements, JN: 2018-0026
(Sailor)
- (2) Change Order 2: Goshen PD Training Facility, JN: 2018-0014
(Sailor)
- (3) Agreement Modification: Clover Trails Entrance Sign in Right-of-Way
(Deegan)
- (4) Agreement for Sherck Water Tower Repairs with Dano's Painting, LLC
(Marks)
- (5) Conditional Offer of Employment Agreement with Wesley A. White
(Marks)
- (6) Electrical License to Joshua R. Godar
(Grise)

Privilege of Floor

Approval of Claims

Adjournment



MINUTES of October 5, 2020 Regular Meeting

Board of Public Works & Safety and Stormwater Board

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

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

Minutes of Sept. 28 were presented.

Landis/Nichols moved to approve minutes of Sept. 28, 2020 as presented. Passed 3-0.

Landis/Nichols moved to add two items to the agenda and approve as amended:

#5: Goshen High School Marching Band Parade at Greencroft

#6: Request for Use of Parking Spaces at 211 S. Main St.

Passed 3-0.

Water & Sewer Unpaid Final Accounts

Utilities Billing Manager Kelly Saenz presented the packet memo.

Landis/Nichols moved to move uncollected final accounts totaling \$3588.28 from Active to Collection, Sewer Liens, and Write-offs. Passed 3-0.

Change Order 7: Main St. Improvements from Madison St. to Pike St., JN: 2016-0038

Traffic Engineer Josh Corwin presented the packet memo.

Landis/Nichols moved to approve change order #7 for an increase of \$1523.60. Passed 3-0.

Post-Construction Plan: Elkhart Market Centre Retail Outlots D & E, JN: 2016-2021

Corwin presented the packet memo.

Landis/Nichols moved to accept the Post-Construction Stormwater Management Plan for Elkhart Market Centre Retail Outlots D & E. Passed 3-0.



Variance Request: Gravel Parking Surface at 1313 & 1323 S. 9th St.

Crystal Welsh of Abonmarche, representing property owner Doug Steury, presented. Ms. Welsh explained that they have been working with city staff for months to provide adequate parking and drainage for two buildings containing ten residential rental units. She explained that the units have been present since the 1960's and the current issue arose because of the new multi-use trail along 9th St. She said parking had been located at the front of the buildings, but the owner shifted parking to the back by placing gravel, but without proper permission. She said that the Board of Zoning Appeals would be the next step to request a zero setback for the parking area, and that there are encroachment issues (e.g. stairway) stemming from the original construction of both buildings at the same time. Welsh said there are a number of issues and that there has been significant work invested to try to make the best of an existing situation.

City Planner Rhonda Yoder confirmed that Board of Works is only considering the surface and Board of Zoning Appeals would consider the setback.

Mayor asked about status of the group meeting to discuss revised policy related to gravel surfaces. Landis said that City Attorney Bodie Stegelmann had sent out a draft revision today that he had only read quickly. Said that there is nothing in either the original or the new version that speaks negatively to a situation like this with an existing gravel surface, a road project not caused by the owner, and a neighborhood in which gravel is common.

Landis said his first impulse when he saw ten-unit apartment was that sometimes there can be hardship, but the board can't necessarily get into hardship, but can consider excessive and unreasonable. Said on 9th St. this won't ruin neighborhood.

Landis/Nichols moved to approve a gravel parking area at 1313 and 1323 S. 9th St. Passed 3-0.

Goshen High School Marching Band Parade at Greencroft, Oct. 8th, 6:30-8:00 p.m.

Mayor Stutsman distributed a route map (attached as Exhibit A). He said he has been working with Band Director Tom Cox on a march through Greencroft area, where many residents have been locked in due to the pandemic even more than many other community residents. Hoped one last march for the season in this area could add some joy to people's lives.

Landis said he thought it was a great idea, and Nichols agreed.

Mayor noted that School Resource Officers would be on hand to assist with traffic control.

Landis/Nichols moved to allow the marching band to use city streets for a band performance Oct. 8, 2020 from 6:30-8:00 p.m. Passed 3-0.



Request for Use of Parking Spaces near 211 S. Main St.

Allan Kauffman, Goshen, explained that local Democrats are opening a headquarters and given the pandemic thought it best to be outdoors for the opening. Requested use of several parking spaces for people to gather for a ribbon-cutting event Sunday, Oct. 11.

Landis/Nichols moved to approve use of approximately five parking spaces on Oct. 11, 2020 after 1 p.m. Passed 3-0.

PRIVILEGE OF FLOOR: No one spoke.

Stutsman/Landis moved to approve civil city and utility claims and to adjourn. Passed 3-0.

Adjournment at 2:14 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

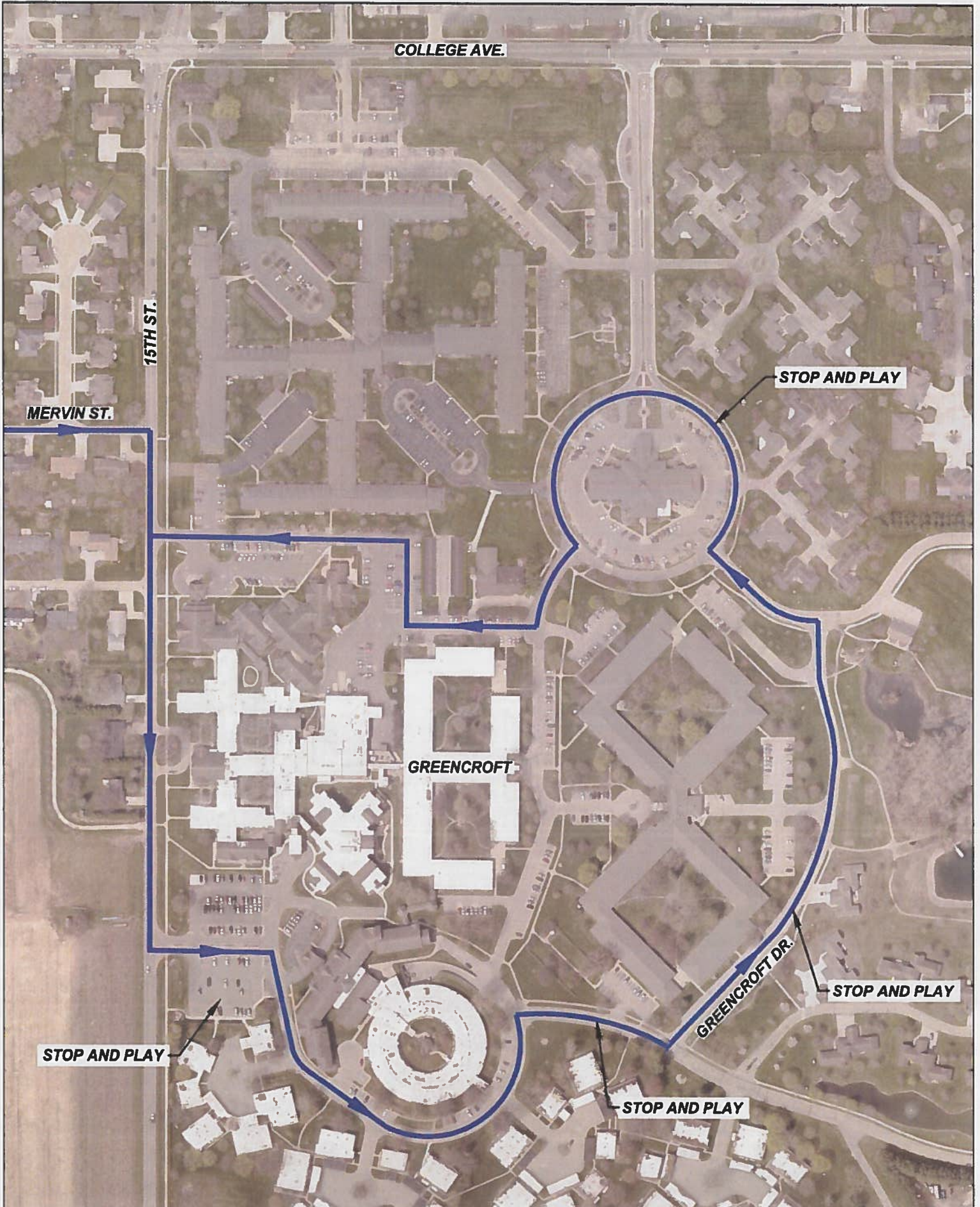
Mary Nichols, Member

ATTEST

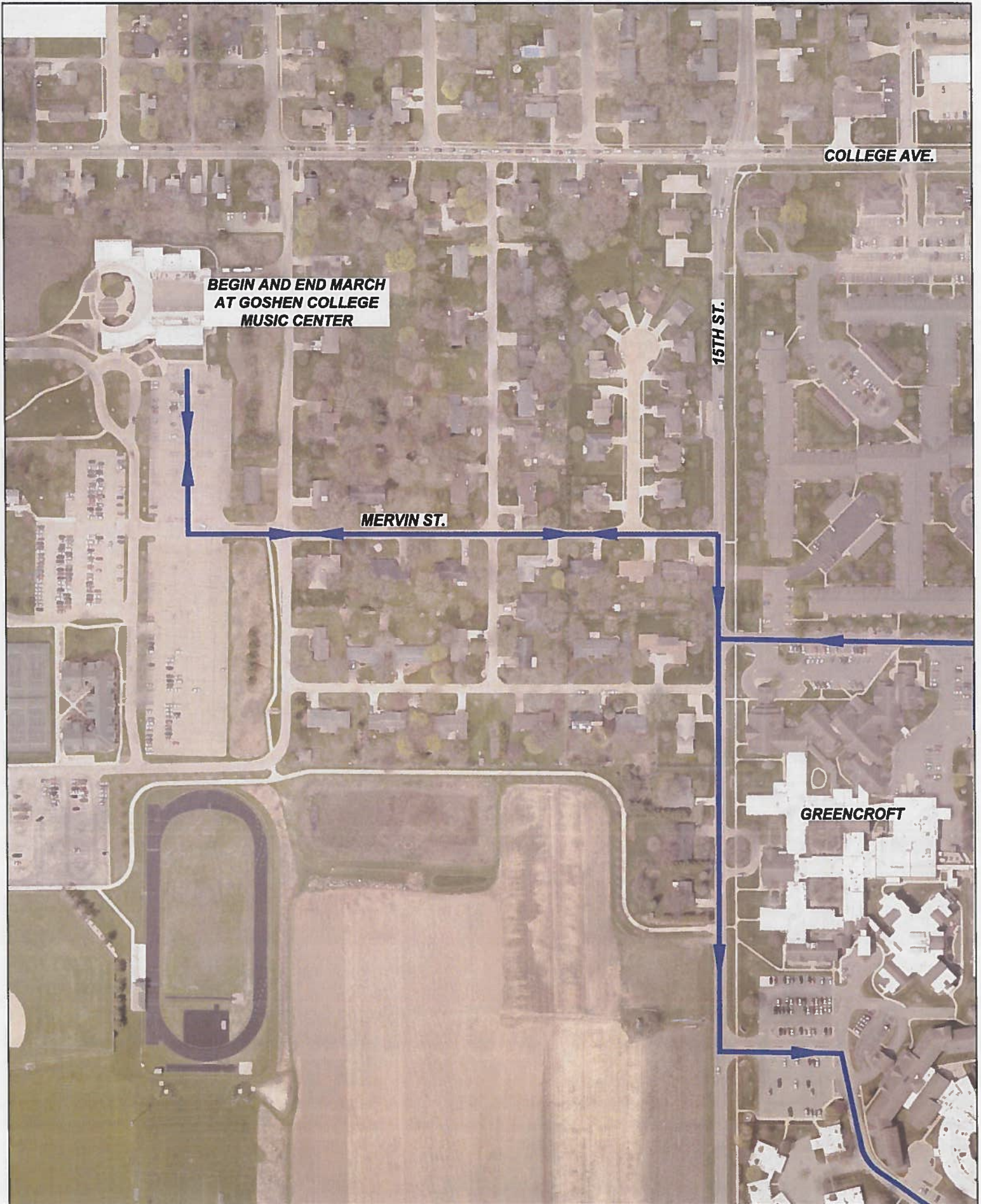
Adam Scharf, Clerk-Treasurer

[Exhibit A]

GOSHEN HIGH SCHOOL BAND ROUTE-GREENCROFT



GOSHEN HIGH SCHOOL BAND ROUTE-GREENCROFT





Jason Kauffman, CESSWI, Stormwater Coordinator
STORMWATER DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **CARTER ROAD DRAINAGE IMPROVEMENTS – CHANGE ORDER NO. 1
(JN: 2018-0026)**

DATE: October 12, 2020

Please find attached Change Order No. 1 in the amount of \$3,088.36, which includes an addition of \$6,132.01 for the rental of a stump grinder and the use of sod to stabilize the roadside swale and a reduction of \$3,043.65 for materials not used.

The revised contract amount from Change Order No. 1 increases the project cost from \$18,670.55 to \$21,758.91 and represents a 16.54 percent change.

The Goshen Stormwater Department requests the approval of Change Order No. 1 for \$3,088.36 with Kibby Excavating, Inc., which will increase the project cost from \$18,670.55 to \$21,758.91.

Requested Motion : Move to approve Change Order No. 1 in the amount of \$3,088.36 for the Carter Road Drainage Improvements Project (JN: 2018-0026).

CHANGE ORDER FORM

Sheet 1 of 3

Change Order No. 1
Date: 10/9/20

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

OWNER: City of Goshen
PROJECT NAME: Drainage Improvements for 214 & 216 Carter Road
PROJECT NUMBER: 2018-0026
CONTRACTOR: Kibby Excavating, Inc

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

During the installation of the roadside swale and culvert under the east drive of 214 Carter Road the remnants of the Sycamore tree removed by another contractor in 2018, were discovered to be in the way. A stump grinder was rented in order to remove the stump and roots to allow for the installation work to be completed.

In order to provide immediate stabilization to the roadside swale and to prevent erosion and sediment issues it was decided to use sod instead of seed and straw mulch.

CO1.1 Rental and Use of a Stump Grinder	1	LSUM @	\$1,941.44	\$1,941.44
CO1.2 Substitution of Sod for Seed & Mulch (Note: Listed under Line Item #9)	1	LSUM @	\$4,190.57	\$4,190.57
6A 8" CMP Culvert Pipe (Note: This balances the line item out)	-13.00	LFT @	\$16.05	-----	-\$208.65
7 8" Galvanized End Section (Note: This balances the line item out)	-1.00	LFT @	\$55.00	-----	-\$55.00
8 & 9 Landscape Restoration w/ Straw (Note: This balances the line item out)	-0.50	LSUM @	\$5,560.00	-----	-\$2,780.00
				Subtotal -	\$3,088.36

CHANGE ORDER FORM

Sheet 2 of 3

Change Order No. 1

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$18,670.55
2. Net (Addition/ Reduction) to previous change order requests	\$0.00
3. Amount of Contract, not including this supplement	\$18,670.55
4. Addition/ Reduction to Contract due to this supplement	\$6,132.01
5. Addition / Reduction to Contract due to this supplement	-\$3,043.65
6. Amount of Contract, including this supplemental	\$21,758.91
7. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4 + Line 5)	\$3,088.36
8. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 7 divided by Line 1)	16.54%

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 (20) percent.

CHANGE ORDER FORM

Sheet 3 of 3

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE



Dustin K. Sailor, P.E.
Director of Public Works

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

Mayor

Member

Member

ACCEPTED: CONTRACTOR Kibby Excavating, Inc

BY: _____
Signature of authorized representative of Contractor



Engineering Department

CITY OF GOSHEN

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

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

MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 2 FOR GOSHEN POLICE DEPARTMENT
SHOOTING RANGE TRAINING CENTER (JN: 2018-0014)**

DATE: October 12, 2020

Attached please find Change Order No. 2 for the Goshen Police Department Shooting Range Training Center.

Change Order No. 2 covers additional costs due to additional framing work required to meet structural building code. The original contract amount was \$315,400.02. The final quantity increased the contract amount by \$2,847.13, for a revised contract amount of \$318,247.15, an increase of 0.9%. The contract completion date will be extended by 2 days to complete the additional work.

The cost and time increases are due to the need to add horizontal bridging in the exterior, second floor metal stud walls. This work was not included in the project specifications or plans when the contract was awarded.

Requested motion:

Move to approve Change Order No. 2 for the Goshen Police Department Shooting Range Training Center Project for an increase of 2 days and \$2,847.13.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 2

Date: 10/12/20

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

OWNER: City of Goshen
PROJECT NAME: Goshen Police Department Shooting Range Training Center
PROJECT NUMBER: 2018-0014
CONTRACTOR: R. Yoder Construction, Inc.

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

The Goshen Police Department Shooting Range Training Center project (GPD Training Center) included modifications to address structural framing issues. This work included the addition of bridging to reinforce the existing metal studs on the first floor. Per code, this bridging is also required for metal-framed walls on the second floor; however, the addition of bridging on the second floor was not part of the project specifications or plans when the contract was awarded. This change order includes the cold-formed channel and labor required for completeing the additional second floor bridging.

Please see the proposed estimate from R. Yoder Construction, Inc., attached.

CO2.1 Second Floor Bridging 1 LSUM @ \$2,847.13 _____ \$2,847.13

Subtotal - \$2,847.13

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 2

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$315,400.02
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>	\$0.00
3. Amount of Contract, not including this supplement	\$315,400.02
4. Addition/ Reduction to Contract due to this supplement	\$2,847.13
5. Amount of Contract, including this supplemental	\$318,247.15
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$2,847.13
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	0.90%

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 2 calendar days, making the final completion date November 10, 2020.
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 (20) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 2

RECOMMENDED FOR ACCEPTANCE



Dustin K. Sailor, P.E.
Director of Public Works

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

Mayor

Member

Member

ACCEPTED: CONTRACTOR

R. Yoder Construction

BY: _____
Signature of authorized representative

Printed

Title



PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN

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planning@goshencity.com • www.goshenindiana.org

October 9, 2020

To: Board of Public Works and Safety

From: Rossa Deegan, Assistant Planning & Zoning Administrator

RE: Modification to the Clover Trails Agreement in Lieu of Annexation for Installation of an Entrance Sign in the Public Right of Way

Residents of The Villas of Park Meadows in Clover Trails, represented by resident Gary Haney (1614 Harvest Drive), are proposing to place an entrance sign in the right of way between the street and sidewalk along Hay Parkway. The proposed sign is non-illuminated, approximately 5' in height and 9 SF in area.

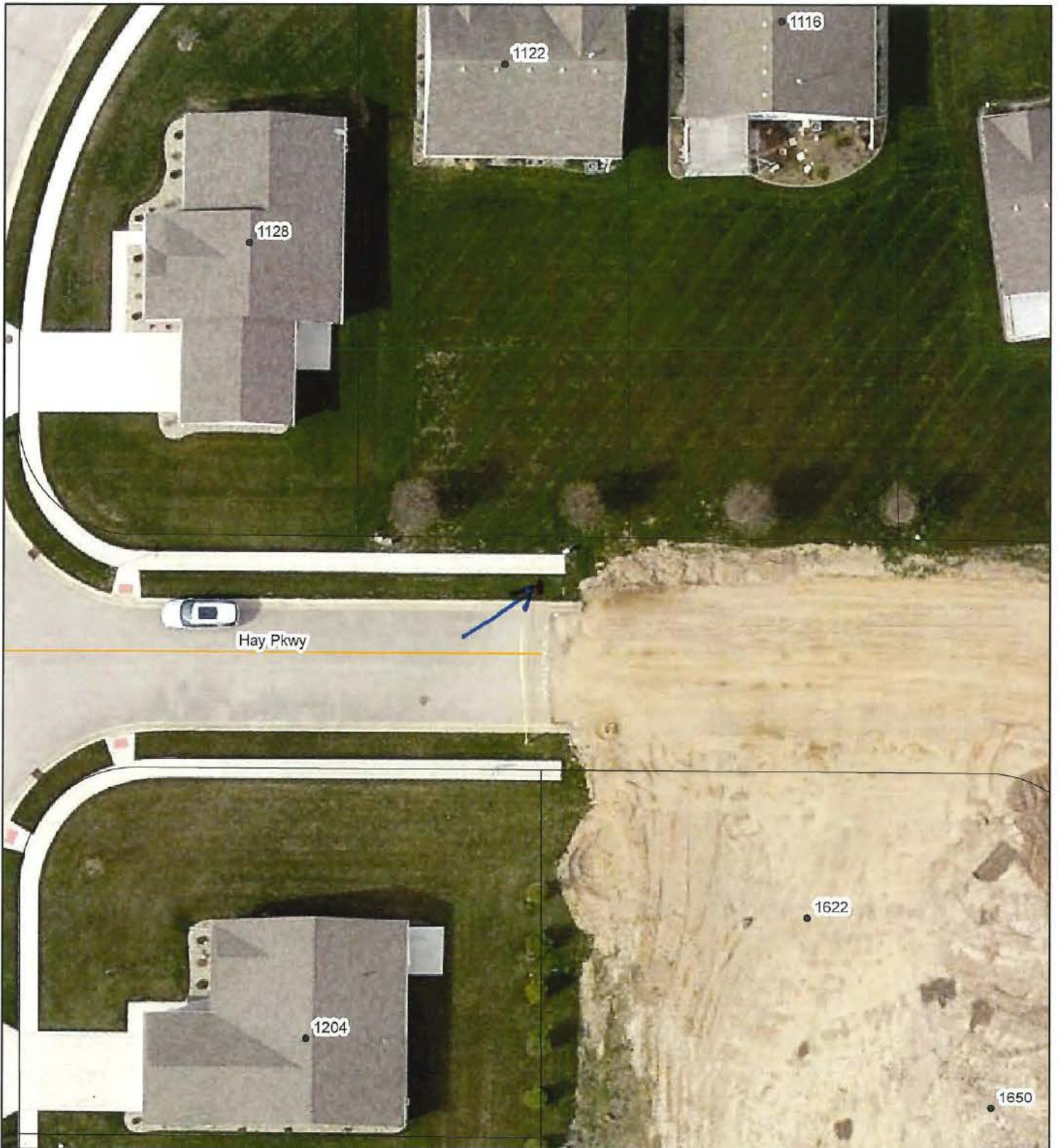
Development in Clover Trails is restricted by the Agreement in Lieu of Annexation (instrument #95-008159), which limits the number of entrance signs to four in locations on Plymouth Avenue and Indiana Avenue. The proposed sign represents a fifth sign outside the permitted locations, requiring Board of Works approval to modify the Agreement in Lieu of Annexation. Additionally, approval is required for placement of the sign in the public right of way.

The Planning Department recommends approval of the request, as the proposed sign is smaller in area than typical residential monument signs and the non-illuminated design will not adversely affect nearby residential properties.

With approval, the following conditions are requested by the Planning and Engineering Departments:

1. A signed zoned clearance by Planning and Engineering shall be required before installation
2. The sign shall have breakaway supports
3. Utility location shall be conducted prior to installation; placement of the sign shall not interfere with utilities
4. If at any point in the future the City requires use of the sign's location, the sign shall be removed without replacement

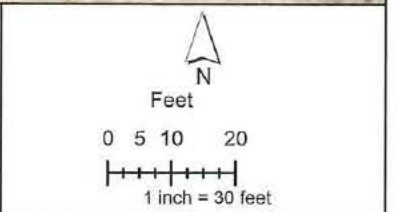
Suggested motion: Approve the modification of the Clover Trails Agreement in Lieu of Annexation (instrument #95-008159) for the installation of a non-illuminated sign approximately 5' in height and 9 SF in area, to be located in the public right of way adjacent to Hay Parkway, and subject to the conditions as requested by the Planning and Engineering Departments



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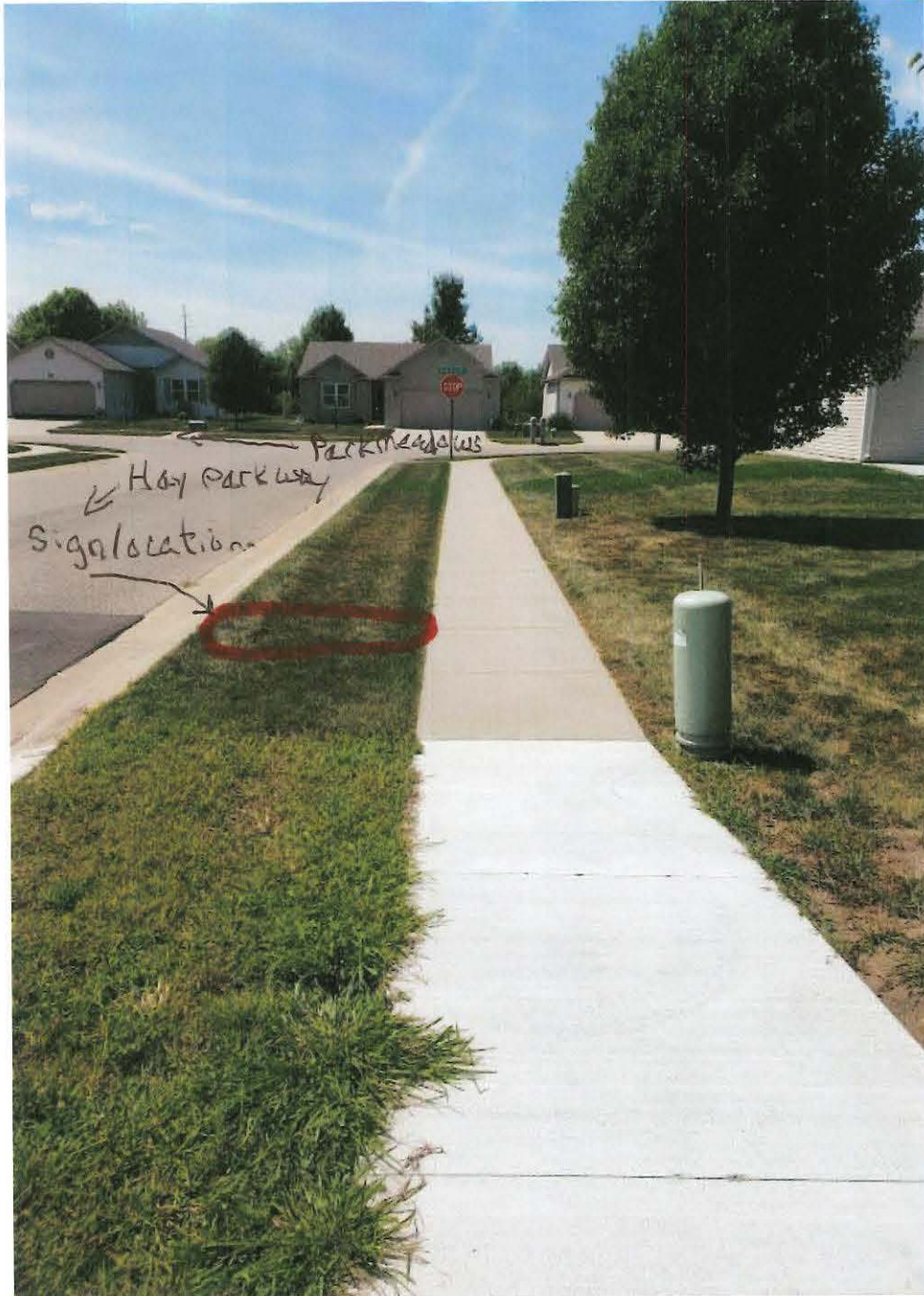
Hay Parkway

2019 Aerial



The City of Goshen
 Department of
 Planning & Zoning
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-3600 Fax: 574-533-8626





ministration will recommend that a conditional use be granted to allow church to construct a church building on the property and will recommend that a variance be granted to allow access to the building constructed from the road constructed immediately north of the church's property if needed.

18. Developer and Church shall install sidewalks on both sides of all roadways within the real estate and along the south side of State Road 119 and the west side of County Road 21 at their sole cost. Church's obligation shall be limited to sidewalks that run along or immediately adjacent to their property. The sidewalk shall be constructed in accordance with the City of Goshen's specifications. The sidewalks along State Road 119 and County Road 21 shall be constructed at the earlier of the following dates:

- a. When 1/4 of the lots within the areas now zoned R-2 or R-1 have been sold or developed, or
- b. When construction begins in the area zoned R-3.

19. Any new permanent signs in the area shall be monument signs not exceeding 32 square feet. The signs shall be limited to four. Two signs shall be available for the church property, one along State Road 119 and one on County Road 21. Developer shall be entitled to one sign for the entrance to the subdivision on State Road 119 and one for the entrance to the subdivision from County Road 21.

20. Developer shall set aside four (4) acres of land as non-developed green space throughout the proposed development. The areas to be set aside will be established by the Developer with the approval of the Goshen City Plan Commissioner within



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
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www.goshenindiana.org

October 12, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Agreement for Sherck Water Tower Repairs with
Dano's Painting, LLC

Attached is an agreement with Dano's Painting, LLC for the repair of certain water damages to the Sherck Water Tower. The compensation is a not to exceed a price of \$9,250. The work on this project shall begin as soon as practical but no later than November 20, 2020, and all work must be completed by December 18, 2020.

Suggested Motion:

Move to approve and execute the agreement with Dano's Painting, LLC.

AGREEMENT

Sherck Water Tower Repairs

THIS AGREEMENT is made and entered into on this ____ day of October, 2020, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and Dano's Painting LLC, hereinafter referred to as "Contractor."

WITNESSETH, that the City desires to repair certain water damage that occurred at the Sherck Water Tower 2109 Caragana Court, Goshen, Indiana, and the Contractor agrees to perform such repairs.

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

SCOPE OF SERVICES. The 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 "Sherck Water Tower Repairs" project. The project involves repair of damage to the Sherck Water Tower caused by water entering the facility, to return the facility to its condition prior to the water damage. More specifically, the work shall include the following:

- 1st Floor Bathroom: New insulation and drywall installed where it was removed; repair holes in the ceiling; tape, mud and sand; primer new drywall; paint door, ceiling and walls and install cove base; and paint the 3 accessible sides walls on the outside of the bathroom and install cove new base.
- 2nd Floor Top of the Stairs: Repair metal studs at top of the steps as needed; Install insulation and new drywall where it was removed; Repair any holes in drywall; Tape, mud and sand; Primer new drywall; Paint walls and install new cove base; Install new light fixture.
- 2nd Floor Bathroom: Install insulation and new drywall where it was removed; repair any holes in drywall; tape, mud and sand; Primer new drywall; paint all walls and door; Install all new cove base; replace all ceiling tiles and insulation above ceiling.
- 2nd Floor Training Room: install insulation and new drywall where it was removed; repair any holes in drywall; tape, mud and sand; primer new drywall; paint all walls, doors; install new cove base where is was removed; replace all ceiling tiles and insulation above ceiling.

Contractor shall perform all work in this project between the hours of 7:00 am and 8:00 pm. City shall be notified and shall approve in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall warrant all workmanship and materials for one (1) year.

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.

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.

EFFECTIVE DATE; CONTRACT TERM. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project. The contract shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and the Contractor. Work on the project shall begin as soon as practical, but in no event shall work begin after November 20, 2020. The project shall be completed by December 18, 2020.

COMPENSATION, BASIS AND METHOD OF PAYMENT, AND RETAINAGE. The City agrees to compensate Contractor for the work performed in this contract in accordance with the Contractor's quote in an amount not to exceed Nine Thousand Two Hundred Fifty dollars (\$9,250.00). Payment(s) to Contractor for work rendered under this contract shall be made by City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of the Contractor has been attained. 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. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment.

INDEPENDENT CONTRACTOR. The 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 damages to any property arising out of the acts or omissions of the Contractor or its agents, employees, or subcontractors of the Contractor.

NON-DISCRIMINATION. The 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. The Contractor agrees the Contractor or any subcontractors, or any other person acting on behalf of the 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 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 will be a material breach of the contract.

INDEMNIFICATION. The Contractor agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Contractor and its agents, officers, and employees or resulting from or related to the Contractor's performance or failure to perform as specified in this contract.

INSURANCE. Prior to commencing work, the Contractor shall furnish the City of Goshen 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. The Contractor shall specifically include coverage for the City of Goshen as an additional insured for Workers Compensation & Employer's Liability General, Liability and Automobile Liability.

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

- (1) Workers Compensation and Employer's Liability - Statutory Limits
- (2) General Liability - Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000 000 Aggregate
- (3) 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, provide the services or comply with the provisions of this Contract 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 Contract, 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 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 work under the contract.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION. The parties may terminate this contract 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 otherwise 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.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT. 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.

EMPLOYMENT ELIGIBILITY VERIFICATION. The 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. The Contractor shall not knowingly employ or contract with an unauthorized alien, and affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

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

WAIVER OF RIGHTS. No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

NOTICES. All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. 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: Engineering Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to the Contractor:

Dano's Painting LLC
Attention: Dan Glogouski
20611 US 6
New Paris, IN 46553

And

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

APPLICABLE LAWS. The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. This contract 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 contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

CONTRACTING WITH RELATIVES. Pursuant to IC 36-1-21, if the Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen 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 the contract 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 contract shall not affect the validity or enforceability of any other provision of the contract.

AUTHORITY TO BIND CONTRACTOR. Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

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

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

In witness whereof, the parties have executed this Agreement as set forth below.

City of Goshen
Board of Public Works and Safety

Dano's Painting LLC

Jeremy P. Stutsman, Mayor

Dan Glogouski Manager/Member

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



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

October 12, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Conditional Offer of Employment to and Agreement with Wesley A. White

On behalf of the Fire Department, it is recommended that the Board:

- (1) Extend a conditional offer of employment to Wesley A. White as a probationary firefighter.
- (2) Approve and execute the Conditional Offer of Employment Agreement with Wesley A. White.

The agreement sets forth the conditions to be met prior to beginning employment with the City and requirements to complete paramedic training and serve as an active paramedic. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Fire Department.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on October _____, 2020, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Wesley A. White** (White).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

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

(1) A personnel vacancy in the Goshen City Fire Department rank and file must exist. White understands that currently no vacancy exists in the rank and file of the Fire Department. Although the Fire Department is initiating the pension physical and psychological testing, White understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of firefighters.

(2) White 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). White understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.

(3) City agrees to pay the initial cost for White to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at White's expense.

(4) InPRS will determine whether White has any Class 3 excludable conditions. White understands that if InPRS finds that White has any Class 3 excludable conditions, White will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout White's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

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

City will confirm its offer of employment to White if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen 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 White accepts City's withdrawal and this agreement shall be terminated.

AGREE TO SERVE AS A PARAMEDIC

(1) White currently possesses an Indiana paramedic certification/license. White acknowledges that as a condition of employment, White 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 White's paramedic certification/license as long as White is required to serve City as a paramedic.

(2) If White is a first time employee of the Goshen Fire Department, City agrees to pay White a bonus payment of Seven Thousand Five Hundred Dollars (\$7,500) payable in equal amounts over White's first three (3) years of employment with City. The first payment of Two Thousand Five Hundred Dollars (\$2,500) will be made upon White'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 White's second employment anniversary date with City. The third and final payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on White's third employment anniversary date with City.

(3) If White fails to serve City as an active paramedic for any of the first three (3) full years of employment, White shall not be entitled to the any portion of the annual bonus payment for a partial year of service.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and 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

Jeremy P. Stutsman, Mayor

Wesley A. White

Michael A. Landis, Member

Date: October _____, 2020

Mary Nichols, Member

Date: October _____, 2020



**Building Department
CITY OF GOSHEN**

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

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

October 12, 2020

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

RE: ELECTRICAL LICENSE REQUEST

Joshua R. Godar has met the requirements for a City of Goshen Electrical license. Mr. Godar took the Master Electrical examination in Indianapolis, Indiana, given by Prometric, on April 4, 2014, with a score of 75%. The City of Goshen requires a passing score of 70%.

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

Regards,

A handwritten signature in cursive script that reads "Myron Grise".

Myron Grise
Assistant Building Commissioner

MG/jn



COLUMBUS/BARTHOLOMEW
Department of Technical Code Enforcement
440 Third St., Room 302 • Columbus, IN 47201

October 2, 2020

RE: Joshua Godar



To Whom It May Concern:

This is to inform you that:

We received notification that Joshua Godar passed the examination for the National Masters Electrical Exam given by the PROMETRIC ON April 4, 2014.

This examination was graded by PROMETRIC and results were sent to this office. The passing score was 75.

Joshua Godar currently holds a license with our office.

Brian Thompson

Brian Thompson
Chief Code Enforcement Officer

sc



PROMETRIC



EXAMINATION RESULTS NOTIFICATION

April 16, 2014

Joshua R Godar

XXX-XX-██

Dear Candidate:

We are pleased to inform you that you achieved a passing score on your recent Bartholomew County/Columbus examination.

Your score(s) are as follows:

04/12/2014 Indianapolis, IN

Master Electrical

75

Pass

Bartholomew County/Columbus requires a passing percentage of 75%.

Please note that passage of the exam is no guarantee a certificate of qualification will be issued by the Licensing Board.

To help you gain the recognition you deserve, Prometric has prepared a Certificate of Achievement, beautifully designed and very suitable for framing (8-1/2 x 11) for only \$30.00 per category.

Please fill out the order form below, cut along the dotted line, then send the completed form to Prometric. Payment options: check, money order, Visa or MasterCard. Credit card orders may be faxed to (800)813-6670. All others send to Prometric, 7941 Corporate Dr, Nottingham MD 21236. Allow 2-3 weeks for delivery.

Certificate of Achievement Request

Joshua R Godar

XXX-XX-██

Bartholomew County/Columbus - Master Electrical -
04/12/2014

Quantity

x \$30.00 =

For credit card payment, complete the following.

Card Type: Visa

Mastercard

Card No.

Exp. Date

Signature

IN33 - in-indi - J