



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

Regular Meeting Agenda

**2:00 p.m. October 19, 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

Approval of Minutes – Oct. 12

Changes to Agenda

- (1) Resignation of Police Captain Chris Juroff  
(Miller)
- (2) Promotion of Michael J. Heckathorn from Probationary Patrol Officer to Patrol Officer  
(Miller)
- (3) Awning in Right-of-Way, El Duranguenze, 113 W. Washington St.  
(Awnings Unlimited)
- (4) Variance Request: Gravel Driveway Surface, 810 Indiana Ave.  
(Alma Carreón)
- (5) Variance Request: Gravel Parking Surface, 605 E. Logan St.  
(Crystal Welsh, Abonmarche; Tracy Bartow, owner)
- (6) Change Order 3: Police Training Facility  
(Sailor)
- (7) Agreement Amendment: Assistance with Reporting of GASB Statement #34  
(Scharf)
- (8) Conditional Offer of Employment to and Agreement with Tyler Allen Schaaf  
(Marks)



- (9) Community Crossings Grant 2020-2 Financial Commitment, JN: 2020-0035  
(Sailor)
  
- (10) Extension of Steury Ave. Southbound Lane Closure, JN: 2019-0037  
(Sailor)
  
- (11) Extension of Lincoln Ave. & Steury Ave. Lane Restrictions, JN: 2019-0037  
(Sailor)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

*Adjournment*



**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

Date: October 19<sup>th</sup>, 2020

From: Chief Jose' Miller

Reference: Resignation of Employment by Captain Chris Juroff

I am requesting for the Board of Public Works and Safety to approve the resignation of Captain Christopher Juroff effective November 2<sup>nd</sup>, 2020. Capt. Juroff has accepted a fulltime position in the private sector. He has worked in various fields on the department such as in patrol where he held the ranks of Sergeant and Captain, Narcotics, IT, and is an instructor in numerous fields. His resignation will definitely impact our department. I will always support our officers making decisions they feel are best for their family and themselves. Capt. Juroff has shown interest in remaining on the department as a reserve officer that will be discussed at a later date.

I personally want to thank Capt. Juroff for the dedication he has demonstrated to this department and community. I wish him the best with his future endeavors.

Respectfully,

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

Date: October 19<sup>th</sup>, 2020

From: Chief Jose' Miller

Reference: Promotion of Michael J. Heckathorn from Probationary Patrol Officer to Patrol Officer

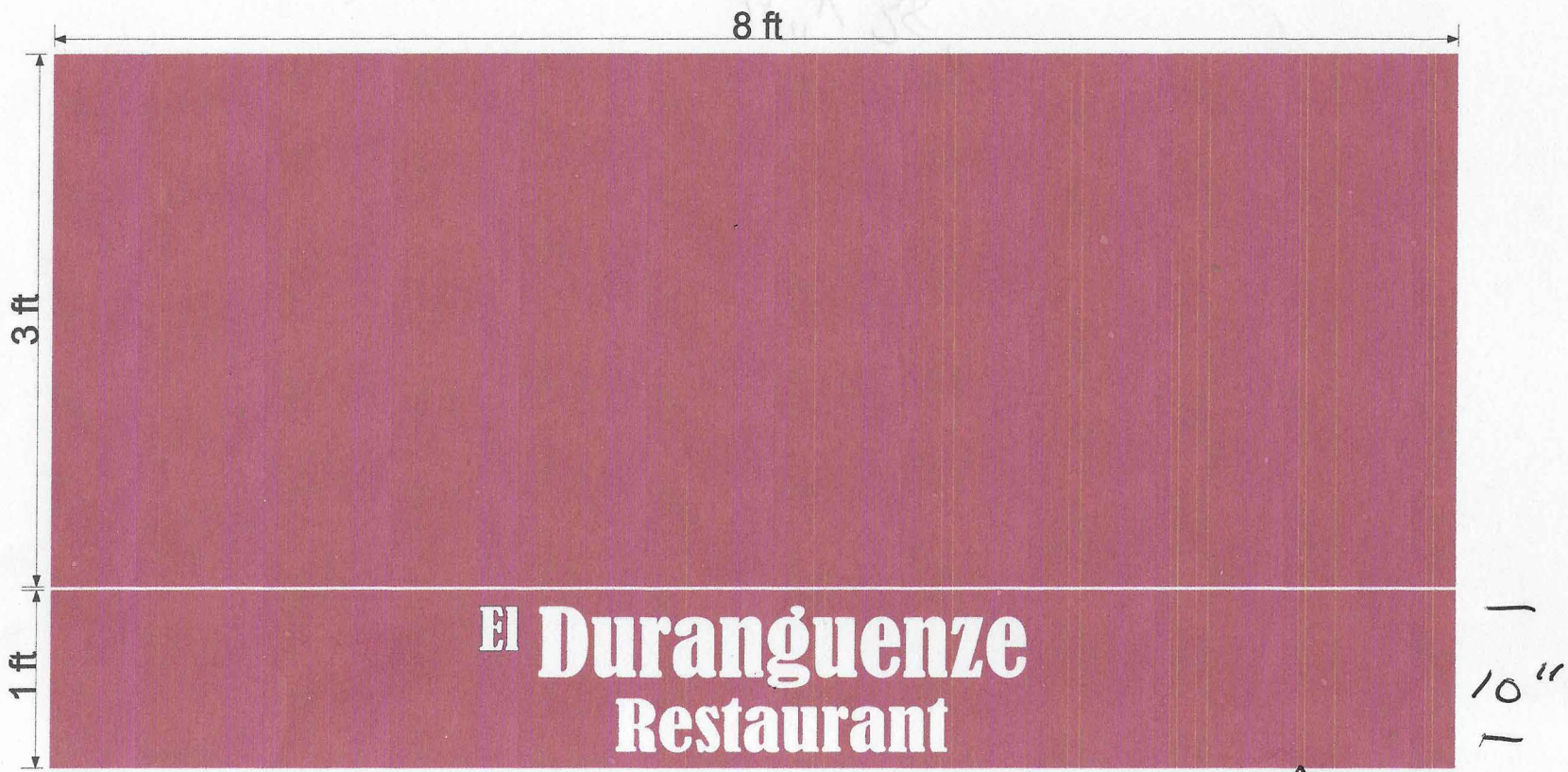
I am requesting the Goshen Board of Public Works and Safety approve the promotion of Michael J. Heckathorn from the position of Probationary Patrol Officer to the rank of Patrol Officer effective October 21<sup>st</sup>, 2020. As of October 21<sup>st</sup>, 2020 Officer Heckathorn will have completed his twelve (12) month probationary period. Over the last twelve (12) months, Officer Heckathorn has demonstrated he will be an asset not only to this department but to our community as well.

**\*\*Michael will be present for the promotion\*\***

Respectfully,

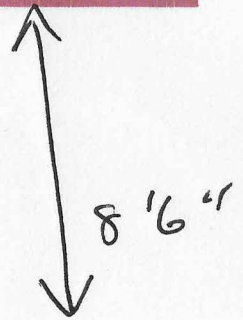
A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116  
Chief of Police  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528



awning is 32 sq ft.

letters are 2.64 sq ft





ation

DEMURSKYBLDG

EL DURANGO  
RESTAUR

OPEN



AWNINGS  
UNLIMITED



To the Board of Works,

Through this letter, I wish to inform you that we have placed a gravel driveway on our property, 810 Indiana Avenue, Goshen, in order to access the garage that is located at the back of the house. We were not aware of the regulations that we should have been taken into account. Now that Mr. Rossa [Deegan] has guided us through these regulations to consider, we request permission to conserve our gravel driveway.

The decision to place gravel was because placing concrete was very expensive and we cannot afford it at the moment. It also helps us to have more access to the back garage and to repair the muddy terrain— from which we've seen countless snakes— that is generated in the middle of this property.

The properties nearby also have gravel roads—it is common in my neighborhood. The following addresses on Indiana Avenue have gravel:

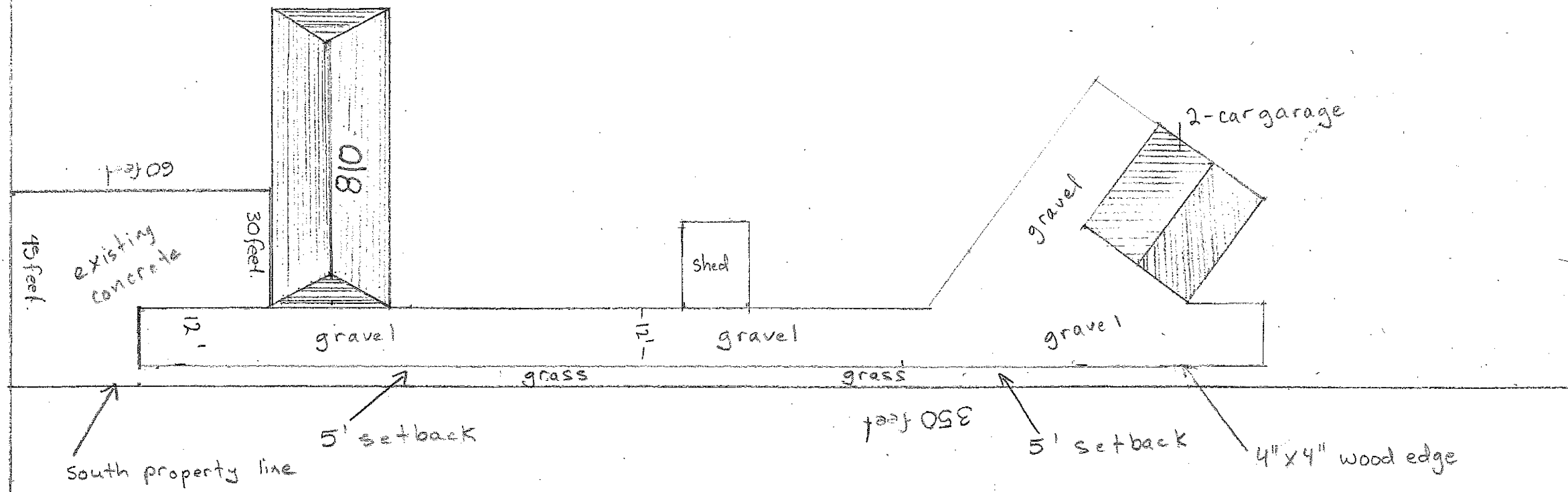
- 304 S. Indiana Ave.
- 314 S. Indiana Ave
- 505 S. Indiana Ave.
- 509 S. Indiana Ave.
- 603 S. Indiana Ave.
- 609 S. Indiana Ave.
- 909 S. Indiana Ave.

Our goal is to improve the property so that it looks better for the neighborhood and the city. Thank you for your review of the request.

Sincerely,

Alma Carreón  
Owner of 810 S. Indiana Ave.

Indiana Ave



1 inch = 30 feet





Teocalli Leasing LLC.  
Tracy Bartow  
P O Box 1286  
Goshen, In 46527-1286

September 28, 2020

City of Goshen Board of Public Works and Safety  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528

RE: 605 E Logan St, Goshen, In 46528  
20-11-10-307-005.000-015

Members of the City of Goshen Board of Public Works and Safety,


I respectfully request the City of Goshen Board of Public Works and Safety grant relief from the design standards and specifications for parking and driveway surfaces for the property at 605 E Logan Street to allow for additional gravel parking. According to the standards, a request for relief may be granted only if the Board finds that one of four conditions exist to justify the approval. Items C. of those standards are applicable to this request.

C. requiring parking areas of a durable, hard surface for all of some of the parking area would be unrealistic, excessive and **inconsistent** with the aesthetic appeal of the development.

The properties at 605 East Logan Street is an industrial warehouse building. The eastern half is currently used as personal storage for the property owner. The western half is proposed to be renovated for the purpose of installing a climbing wall facility. The property currently has a mix of gravel and concrete in the area proposed to serve as parking for the climbing facility. I would like to utilize gravel to fill in the area needed to provide the additional parking for the facility (see attached site map). Photos of the existing gravel parking area are attached.

A review of surrounding properties indicate that gravel drives and parking areas are common in the neighborhood. Attached are several pages of representative photos.

Thank you for your review of this request.



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Sincerely,  
Tracy Bartow, Owner



605 Logan Street



605 Logan Street looking West



605 Logan Street looking East



Ideal Lawnmover – adjacent northwest



702 Logan Street



706 Logan Street



708 Logan Street



710 Logan Street



803 Logan Street



806 Logan Street



808 Logan Street



809 Logan Street

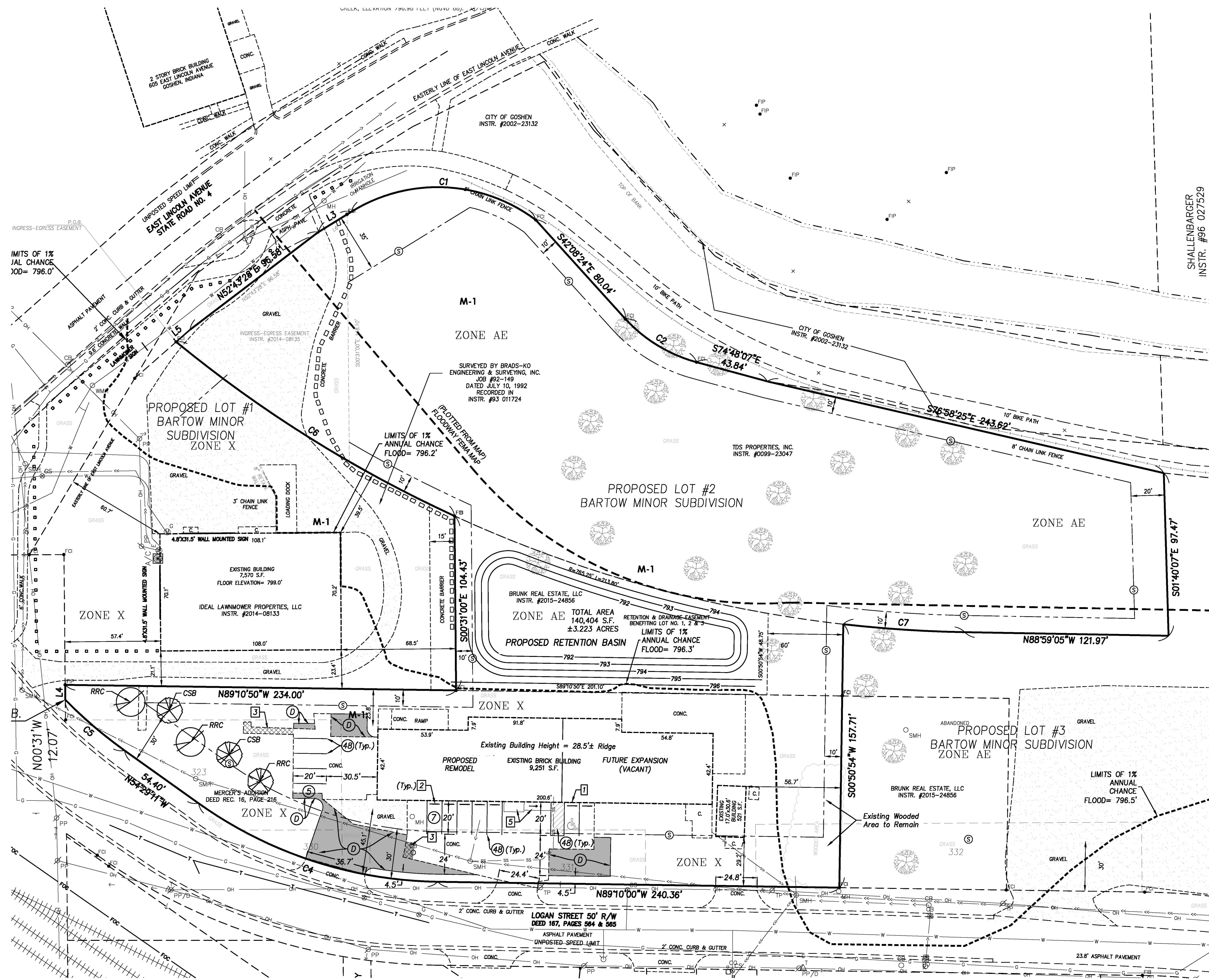


815 Logan Street



825 Logan Street





**LANDSCAPE DEVELOPMENT STANDARDS**

**Streetside:**  
 Required: 1 Large Tree / 60', 1 Medium Tree / 40', or 1 Small Tree / 30'  
 Logan Street: (494' - 150' (Existing Drives)) / 30 feet = 12 Small Trees  
 Provided Trees: (5) New Trees Plus Existing Trees Located Onsite

**PLANT MATERIAL LIST**

QTY	SYM	COMMON NAME	BOTANICAL NAME	SIZE	TYPE	NOTES	AVG. MATURE HEIGHT
2	CSB	Cumulus Serviceberry	Amelanchier laevis 'Cumulus'	1.5" CAL	B&B	Single straight trunk	10 feet
3	RRC	Royal Raindrops Crabapple	Malus transitoria 'JFS-KW5'	1.5" CAL	B&B	Single straight trunk	20 feet

OWNER MAY PROVIDE ALTERNATIVE TREE SPECIES SO LONG AS THE MINIMUM CITY REQUIREMENTS ARE MET AND APPROVED BY THE CITY PLANNING OFFICE

QUANTITIES SHOWN ON THE PLANT LIST ARE FOR CONTRACTOR'S INFORMATION ONLY. IN CASE OF DISCREPANCY, THE ACTUAL COUNT ON THE LANDSCAPE PLAN PREVAILS.

**GENERAL NOTES**

- Current Zoning: "M-1" Light Manufacturing
- Existing Land Use: Vacant Building / Personal Storage
- Proposed Land Use: Recreational Climbing Company Business / Storage
- The project shall be serviced by City of Goshen sanitary sewer and water.
- Setbacks shall conform to the City of Goshen Zoning Ordinance unless the proper developmental variances are obtained.
- Site drainage shall be managed by a new stormwater retention basin.
- Existing and proposed parking areas shall be both pavement and compacted stone surface, and privately owned.
- All lighting and signage shall be in accordance with both City of Goshen Zoning Ordinance unless the proper variances have been obtained.

**TABULATED SITE DATA**

SITE AREA = 3.22± Acres

Proposed Land Coverage	Area (Acres)	Percentage
Existing Building	0.22	7%
Existing Hard Surface	0.22	7%
Proposed Stone Surface	0.08	2%
Lawn / Open Space	2.70	84%
<b>Total</b>	<b>3.22±</b>	<b>100%</b>

**BUILDING USE**

Proposed Building Remodel = 4,855 SF  
 Future Building Remodel = 4,396 SF  
 Existing Building = 9,251 SF  
 Number of Anticipated Employees = 2 at any time

**SETBACK REQUIREMENTS**

Front Yard Building and Parking Setback = 30 Feet\*\*  
 Side Yard Building Setback = 10 Feet  
 Side Yard Parking Setback = 5 Feet  
 Rear Yard Building Setback = 20 Feet  
 Rear Yard Parking Setback = 10 Feet

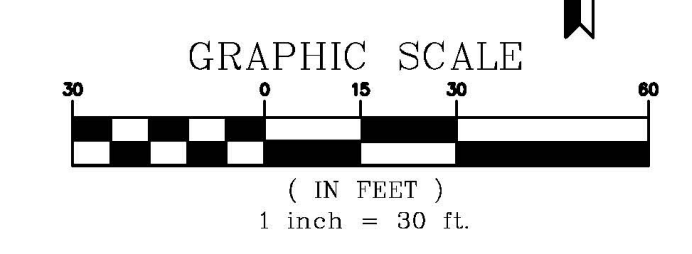
DEVELOPMENTAL VARIANCE REQUIRED  
 \*\* Variance for Front Yard Parking Setback of 4 Feet

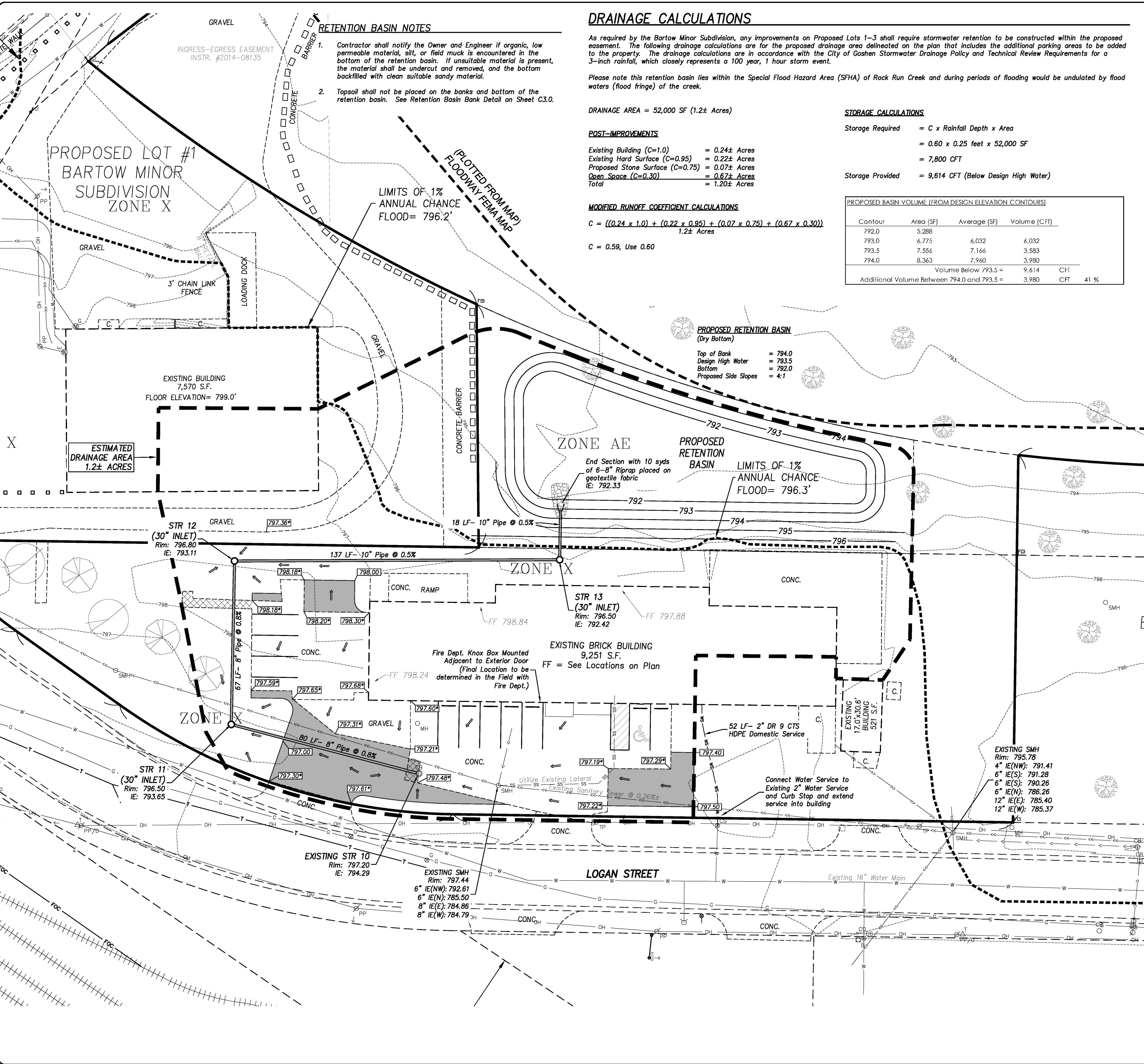
**PARKING CALCULATIONS**

Parking Required: 1 Space per 200 SF of Recreation Space  
 1 Space per 2 Employees  
 1 Space x (1,930 SF / 200 SF) = 10 Spaces  
 1 Space x (2 Employees / 2) = 1 Spaces  
 Total = 11 Spaces  
 Parking Provided: 12 Spaces (Including 1 ADA Space)  
 All Proposed Spaces are 9' x 20'

**KEYNOTE LEGEND**

- (P) Number of Parking Spaces
- (A) ADA International Symbol of Accessibility
- (T) ADA Parking Sign Mounted to Side of Building or Post
- (B) Concrete Parking Bumper
- (S) Sawcut, Remove, and Replace Existing Concrete Pavement As Necessary to Connect to Existing Storm Inlet
- (R) Sawcut and Remove Existing Concrete
- (M) ADA Ramp per Current Building Code (By Others)
- (C) 6" Compacted Limestone Surface on 6" Compacted Granular Subgrade
- (D) 4" Solid White Paint Line (Match Color to Existing Striping)





**DRAINAGE CALCULATIONS**

As required by the Bartow Minor Subdivision, any improvements on Proposed Lots 1-3 shall require stormwater retention to be constructed within the proposed easement. The following drainage calculations are for the proposed drainage area delineated on the plan that includes the additional parking areas to be added to the property. The drainage calculations are in accordance with the City of Goshen Stormwater Drainage Policy and Technical Review Requirements for a 3-inch rainfall, which closely represents a 100 year, 1 hour storm event.

Please note this retention basin lies within the Special Flood Hazard Area (SFHA) of Rock Run Creek and during periods of flooding would be undulated by flood waters (flood fringe) of the creek.

DRAINAGE AREA = 52,000 SF (1.2± Acres)

**POST-IMPROVEMENTS**

- Existing Building (C=1.0) = 0.24± Acres
- Existing Hard Surface (C=0.95) = 0.22± Acres
- Proposed Stone Surface (C=0.75) = 0.07± Acres
- Open Space (C=0.30) = 0.67± Acres
- Total = 1.20± Acres

**MODIFIED RUNOFF COEFFICIENT CALCULATIONS**

$$C = ((0.24 \times 1.0) + (0.22 \times 0.95) + (0.07 \times 0.75) + (0.67 \times 0.30)) / 1.2 \text{ Acres}$$

C = 0.59, Use 0.60

**STORAGE CALCULATIONS**

$$\begin{aligned} \text{Storage Required} &= C \times \text{Rainfall Depth} \times \text{Area} \\ &= 0.60 \times 0.25 \text{ feet} \times 52,000 \text{ SF} \\ &= 7,800 \text{ CFT} \end{aligned}$$

Storage Provided = 9,614 CFT (Below Design High Water)

**PROPOSED BASIN VOLUME (FROM DESIGN ELEVATION CONTOURS)**

Contour	Area (SF)	Average (SF)	Volume (CFT)
792.0	5,288		
793.0	6,775	6,032	6,032
793.5	7,556	7,166	3,583
794.0	8,363	7,960	3,980
Volume Below 793.5 =			9,614 CFT
Additional Volume Between 794.0 and 793.5 =			3,980 CFT 41 %

**RETENTION BASIN NOTES**

1. Contractor shall notify the Owner and Engineer if organic, low permeable material, silt, or field muck is encountered in the bottom of the retention basin. If unsuitable material is present, the material shall be undercut and removed, and the bottom backfilled with clean suitable sandy material.
2. Topsoil shall not be placed on the banks and bottom of the retention basin. See Retention Basin Bank Detail on Sheet C3.0.

**GENERAL NOTES**

1. Construction, Materials, and Testing shall be in accordance with the latest Standard Construction Specifications of the City of Goshen.
2. Contractor shall inquire all utility companies prior to construction for locations of underground utilities. Any damages done to any public and/or private properties during construction shall be repaired at the Contractor's expense.
3. Unsuitable materials that could affect the integrity of the pipes and/or pavement shall be properly treated.
4. Any removed and/or disturbed pavement, sidewalk, curb, etc., shall be replaced using the same type of material and brought back to its original grade and alignment.
5. No closing of streets shall be permitted without prior approval from the City.
6. Contractor shall take all necessary precautions to protect the work and safety of the public and provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices in accordance with the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways.
7. Contractor shall obtain all necessary project permits form all respective governmental agencies prior to construction.
8. All backfill for pipe trenches and site grading shall be performed in 6-inch lifts maximum and compacted to 98% Modified Proctor to proposed subgrade. Pipe bedding shall be in accordance with ASTM D-2321 for flexible and rigid pipe. Compaction testing shall be done by a qualified soil testing firm approved by the General Contractor.
9. Contractor shall verify the water table and include in the bid the cost for dewatering. The water table shall be lowered to 24 inches below the pipe invert prior to installation. The Developer has performed soil borings and can provide a copy upon request.
10. Water and sewer pipes shall have a minimum horizontal separation of 10 feet from edge of pipe to edge of pipe. Whenever water pipes must cross above or below sewer pipes, a minimum vertical separation of 18 inches is required between the outside of the water pipe and the outside of the sewer pipe. If this cannot be met, the sewer pipe shall be constructed of water grade pipe meeting AWWA Standards for a distance of 10 feet each side of the water pipe. At crossings, one full length of water pipe shall be installed so that the joints will be as far from the sewer pipe as possible.
11. Discrepancies or conflicts in the plans and/or site conditions shall be communicated to the General Contractor / Engineer to ensure that clarifications and/or revisions can be made prior to construction.

**DRAINAGE NOTES**

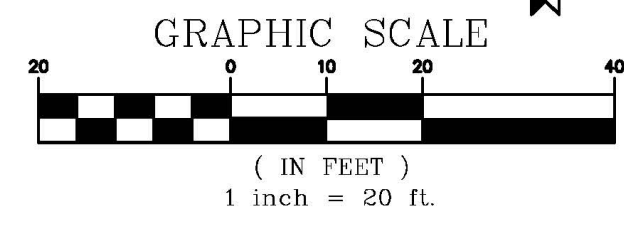
1. Storm sewer pipe material shall be PVC SDR 35 for cover greater than 2 feet below paved surfaces for diameters 15-inch and less. If cover is less than 2 feet, pipe material shall be RCP Class 3. Pipe shall be bedded per pipe manufacturer, and backfilled with suitable clean granular material in accordance with the plans.
2. Pipe lengths are measured to the outside of structure.
3. Drainage from the existing roof currently discharges onto the adjacent pavements and ground surface. There is no change proposed to roof drainage.
4. Storm sewer structures shall utilize the Neenah Casting R-2502 or equivalent. The casting shall be embossed with "Dump No Waste", "Drains to Waterways" and have the "fish" image.

**GRADING NOTES**

1. Contractor shall follow the latest City of Goshen and Indiana "Rule 5" Soil Erosion Practices.
2. All topsoil shall be removed and stockpiled onsite at a location approved by the Owner. A minimum of four (4) inches of topsoil shall be placed on all disturbed areas outside the building and parking areas.
3. All exposed subgrade shall be proof-rolled and witnessed by a Geotechnical Engineer or qualified representative to determine unsuitable soil locations prior to any paving operations. Any unsuitable soil shall be excavated, backfilled, and compacted with suitable material in accordance with the plans and capable of supporting the anticipated loadings of the project.
4. Positive drainage shall be maintained to prevent any ponding of water or encroachment onto adjacent properties.
5. Finish grade at all building doorways equals the building finish floor elevation unless otherwise noted.
6. Proposed contours show grading intent of the proposed retention basin. Contractor shall use proposed spot grade elevations for new pavements and check all grade stakes to ensure positive drainage to stormwater system is achieved. Contact Engineer if additional grades are needed or if any discrepancies or conflicts which become apparent before or during construction are found so that clarification or redesign may occur.

**LEGEND**

- 100.00 Proposed Spot Grade / Rim Elevation
- 100.00 Existing Spot Grade
- FF Finished Floor Elevation
- $\frac{2.00}{100}$  Hard Surface Slope
- $\rightarrow$  Drainage Direction
- Existing Elevation



**ABONMARCHÉ**  
 1009 South 9th Street  
 Fort Wayne, IN 46825  
 Phone: (317) 433-9913  
 Fax: (317) 433-9911  
 abonmarche.com  
 Copyright 1991 - 2014 ABONMARCHÉ CONSULTANTS, INC.  
 Engineering - Architecture - Land Surveying

**WAREHOUSE  
 CLIMBING COMPANY**  
 605 EAST LOGAN STREET, GOSHEN, IN 46526

**DRAINAGE, GRADING,  
 and UTILITY PLAN**

PROJECT: \_\_\_\_\_  
 SHEET TITLE: \_\_\_\_\_  
 DRAWN BY: **BEM**  
 DESIGNED BY: **BEM**  
 PM REVIEW: **CMW**  
 QA/QC REVIEW: **GCS**  
 DATE: **09-30-2020**  
 SEAL: \_\_\_\_\_

SIGNATURE: *Bradley E. Monahan*  
 DATE: **09-30-2020**  
 HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALES INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES.  
 SCALE: **HORZ: 1" = 20'**  
**VERT:** \_\_\_\_\_  
 ACI JOB # **20-0647**  
 SHEET NO. **C2.0**



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 3 FOR GOSHEN POLICE DEPARTMENT  
SHOOTING RANGE TRAINING CENTER (JN: 2018-0014)**

DATE: October 19, 2020

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Attached please find Change Order No. 3 for the Goshen Police Department Shooting Range Training Center Project.

R. Yoder Construction has encountered additional delays in remodeling the Training Center and has determined they will not be substantially complete by the current completion date of November 10. The contractor presented an updated and firm schedule, detailing remaining work and milestones of completion. The schedule was preliminarily agreed upon during a meeting with City staff and a member of the Board of Works.

Change Order No. 3 provides for an extension of the current contract completion date by 15 business days, or 24 calendar days, from November 10 to December 4, 2020. No change is being requested to the total contract price with this Change Order.

**Requested motion: Move to approve Change Order No. 3 for the Goshen Police Department Shooting Range Training Center, extending the project completion date from November 10, 2020 to December 4, 2020.**

**CHANGE ORDER FORM**

Pg 1 of 3

Change Order No. 3

Date: 10/19/20

***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)**

R. Yoder Construction has encountered additional delays in remodeling the Training Center and has determined they will not be substantially complete by the current completion date of November 10, 2020. The contractor presented an updated and firm schedule, detailing remaining work and milestones of completion. The schedule was preliminarily agreed upon during a meeting with City staff and a member of the Board of Works.

Change Order No. 3 provides for an extension of the current contract completion date by 15 business days, or 24 calendar days, from November 10 to December 4, 2020. No change is being requested to the total contract price with this Change Order.

Subtotal - \$0.00

## CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 3

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$315,400.02
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 0 to <u>2</u>	\$2,847.13
3. Amount of Contract, not including this supplement	\$318,247.15
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$0.00
5. Amount of Contract, including this supplemental	\$318,247.15
6. Total (Addition/ <del>Reduction</del> ) 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>3</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 24 calendar days, making the final completion date December 4, 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 furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 3

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 10.16.2020  
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



City Clerk-Treasurer

CITY OF GOSHEN

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

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

[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

18 October 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Amendment to Agreement for Assistance with Reporting Requirements of GASB Statement No. 34

The board approved this contract on September 28<sup>th</sup> for the same terms and conditions at the 2019 contract for the same service. The vendor had not included notification of an annual price adjustment of 2.9%, which is now requested for the fiscal year 2020 capital asset reporting service.

**Requested Motion:** Approve the amendment of the Agreement for Assistance with Reporting Requirements of GASB Statement No. 34, adjusting the fee from \$5,150 to \$5,300.

# AGREEMENT

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

THIS AGREEMENT is entered into on this 28<sup>th</sup> day of September, 2020, between Peterson Consulting Services, Inc., hereinafter referred to as "Consultant", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "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, 2020

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:

### CITY'S RESPONSIBILITIES

City shall be responsible for providing complete and accurate information to Consultant.

City shall prepare the actual capital assets report.

### SCOPE OF SERVICES

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, 2020 as delineated in GASB Statement No. 34. Consultant shall:

1. Review the necessary policy requirements related to capital assets as to capitalization of assets and potentially enhancing the City's existing Capital Asset Policy;
2. Provide input as to the reporting of capital asset additions;
3. Provide input as to the reporting of capital asset retirements;
4. Assist the preparation of the capital asset worksheets for fiscal year ending December 31, 2020 for the following asset accounts and functional classifications:
  - Land and rights-of-way
  - Buildings and land improvements
  - Equipment and vehicles
  - Computer software
  - General infrastructure: streets, alleys, bridges, sidewalks, traffic signals and storm sewers.
5. Assist the preparation of the construction-in-progress account for the fiscal year ending December 31, 2020 relating to buildings and general infrastructure.
6. Assist in the preparation for fiscal year ending December 31, 2020, 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 2020 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.

### TERM OF THE AGREEMENT

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

Consultant's services shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within ninety (90) calendar days from receipt of the notice to proceed.

### COMPENSATION

*\$5300* The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant's quoted fixed fee in the amount of Five Thousand One Hundred Fifty Dollars (~~\$5,150.00~~), 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).

Payment(s) to Consultant for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Consultant for services completed provided satisfactory performance of Consultant has been attained. Consultant is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Consultant. Payment is deemed to be made on the date of mailing the check.

### INDEPENDENT CONTRACTOR

Consultant 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 Consultant.

### NON-DISCRIMINATION

Consultant agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant agrees that Consultant or any subcontractors, or any other person acting on behalf of Consultant 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

Consultant agrees to indemnify, defend, 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 Consultant or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall

*10/13/20*  
*⊗ #5150 was the 2019 FEE, possibly copied over by Legal Dept in Preparing this Contract*  
*5,300 was the QUOTED 2020 FEE. DISCUSSED w/ Jeffrey Weaver, Deputy Clerk/Treasurer*

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.

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

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

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

- (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this Agreement.
- (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Consultant 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 Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Consultant 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. Consultant 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 Consultant. In such event, the City may issue a written notice of default and provide a period of time in which Consultant 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 Consultant 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.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Consultant under this Agreement.

### **OWNERSHIP OF DOCUMENTS**

The City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to Consultant.

### **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 services, completion of services 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: Clerk-Treasurer  
202 S. Fifth St., Suite 2  
Goshen, IN 46528

Address for notices to Consultant:

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

## **APPLICABLE LAWS**

Consultant 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**

Consultant 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.

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

Consultant shall require their subcontractors, who perform work under this contract, to certify to Consultant 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. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Consultant 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 Consultant is wholly or partially owned by a relative of an elected official of the City of Goshen Consultant certifies that Consultant 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 Consultant.

## **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 Consultant.

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

City of Goshen  
Board of Public Works and Safety

Peterson Consulting Services, Inc.

(ABSENT) *ML*  
Jeremy Stutsman, Chair

Margaret R. Peterson, President

*Michael Q Landis*  
Michael Landis, Member

*Margaret R. Peterson*

Jon C. Peterson, Director

*Mary Nichols*  
Mary Nichols, Member

*Jon C. Peterson*  
Date:

*10/12/2020*

Date: *28 Sept 2020*



**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)

October 19, 2020

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Conditional Offer of Employment to and Agreement with Tyler Allen Schaaf

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

- (1) Extend a conditional offer of employment to Tyler Allen Schaaf as a probationary patrol officer.
- (2) Approve and execute the Conditional Offer of Employment Agreement with Tyler Allen Schaaf.

The agreement sets forth the conditions to be met prior to beginning employment with the City's Police Department as a probationary patrol officer. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Police Department.

## CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on \_\_\_\_\_, 2020, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Tyler Allen Schaaf** (Schaaf).

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

### PREREQUISITES TO BEGINNING EMPLOYMENT

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

- (1) A personnel vacancy in the Goshen City Police Department rank and file must exist. Schaaf understands that currently no vacancy exists in the rank and file of the Police Department. Although the Police Department is initiating the pension physical and psychological testing, Schaaf 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 police officers.
- (2) Schaaf 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). Schaaf 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 Schaaf 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 Schaaf's expense.
- (4) InPRS will determine whether Schaaf has any Class 3 excludable conditions. Schaaf understands that if InPRS finds that Schaaf has any Class 3 excludable conditions, Schaaf 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 Schaaf'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 Schaaf 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 Schaaf 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 Police 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 Schaaf accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment, Schaaf is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Schaaf agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Schaaf's first day of employment with City.
- (2) As a further condition of employment, City shall require and Schaaf agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Schaaf agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Schaaf will be paid for the time Schaaf spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) Except as provided in paragraph (5), if Schaaf fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Schaaf's first day of employment with City, Schaaf's employment with City and the Goshen City Police Department will be terminated.
- (5) Due to the COVID-19 Public Health Emergency, Governor Holcomb issued Executive Order 20-03 to which, in part, extended an officer's ability to exercise police powers one (1) year provided the officer has completed the pre-basic course. Schaaf must successfully complete the basic training requirements as soon as practical, but in no event later than two (2) years of Schaaf's first day of employment with City. If Schaaf is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements within two (2) years of Schaaf's first day of employment with City, Schaaf's employment with City and the Goshen City Police Department will be terminated for cause, specifically the incapacity to exercise police powers as described in Indiana Code § 5-2-1-9(d).



**AMENDMENT**

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

\_\_\_\_\_  
Tyler Allen Schaaf

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

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

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

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

Date: October \_\_\_\_\_, 2020



**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 and Safety

FROM: Engineering Department

RE: **COMMUNITY CROSSING GRANT 2020-2 – FINANCIAL COMMITMENT  
(JN: 2020-0035)**

DATE: October 16, 2020

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The Engineering Department would like to participate in the second call for projects for the 2020 Community Crossings Matching Grant Program. The project selected for the application is the full reconstruction of 16<sup>th</sup> Street between College Avenue and Plymouth Avenue with an estimated cost of \$1,099,951 and anticipated construction in the spring of 2021. The expected local share of the costs is \$549,975.50. The deadline for the application is October 23, 2020. As part of the application process, the City is required to submit a financial commitment letter signed by Mayor Stutsman.

**Requested Motion: Approve Mayor Stutsman to sign the financial commitment letter for the 2020-2 CCMG application, committing the amount of \$549,975.50 toward the project costs.**



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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF STEURY AVENUE SOUTHBOUND LANE CLOSURE  
EAST GOSHEN WATER MAIN REPLACEMENT PROJECT (JN: 2019-0037)**

DATE: October 19, 2020

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It was determined that Selge Construction would delay their work on Steury Avenue (previously scheduled until September 4, 2020) to allow Miller Pipeline to relocate an existing gas main that would have been in conflict with water main installation. The southbound lane has not been closed during this time.

As a result of this delay, Selge Construction is now planning to install water main on Steury Avenue starting October 22, 2020. It is requested the Board of Works allow for an extension of the southbound lane closure of Steury Avenue from 305 Steury Avenue to East Lincoln Avenue until October 30, 2020. Two-way traffic will be maintained on Steury Avenue with flaggers.

**Requested motion: Move to approve an additional time extension for the closure of the southbound lane of Steury Avenue until October 30, 2020.**

**ACCEPTED:**

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

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

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

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



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF LINCOLN AVENUE & STEURY AVENUE LANE  
RESTRICTIONS – EAST GOSHEN WATER MAIN REPLACEMENT (JN:  
2019-0037)**

DATE: October 19, 2020

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NIPSCO's subcontractor, Miller Pipeline, has encountered delays in relocating gas mains due to weather, conflicting utilities, and subsurface conditions preventing them from boring gas under Steury Avenue. NIPSCO is requesting an extension of the current rolling lane restrictions until October 30, 2020, in order to complete this work. Appropriate traffic control measures will continue to be utilized, and flaggers will maintain two-way traffic along Steury Avenue and Lincoln Avenue, west of Steury Avenue.

**Requested motion: Move to approve the extension of lane restrictions near the intersection of Lincoln Avenue & Steury Avenue until October 30, 2020.**

ACCEPTED:

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

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Jeremy Stutsman, Mayor

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Mike Landis, Board Member

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Mary Nichols, Board Member