



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

Regular Meeting Agenda

**2:00 p.m., July 31, 2023**

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 Gina Leichty**

### **Approval of Minutes: July 24, 2023**

### **Approval of Agenda**

- 1) Police Department request:** Approve the resignation of Officer Jade E. Murphy #202, effective July 28, 2023.
- 2) Police Department request:** Approve the conditional offer of employment to Nicholas R. Perry as a probationary patrol officer
- 3) Fire/Legal Departments request:** Approve the conditional offer of employment to John Z. Bacigal as a probationary firefighter
- 4) Blue Knights IN VIII Law Enforcement Motorcycle Club request:** Street closures and related requests for the 25th annual Riding to Remember Fallen Police, Firefighter and Veteran charity motorcycle ride on Sunday, Sept. 10, 2023 (Officer James Ballard)
- 5) Environmental Resilience Department request:** Approval to block off two rows of parking in the lot south of City Hall on Friday, August 4, for the annual EV Auto Display and Demonstration
- 6) Dyksen & Sons Builders request:** Approve the partial closure of Clinton Street and parking spaces on Aug. 4, 2023 for work at the Spohn Building, 109 East Clinton St.
- 7) Legal Department request:** Pass and adopt Resolution 2023-22 Authorizing the special purchase of a 2021 Tri Axle dump truck from Truck Centers Inc. at a cost of \$256,800
- 8) Legal Department request:** Approve and authorize Mayor to execute the subscription agreement with LexisNexis, a division of RELX, Inc. for the license to access and use Lexis+



**9) Engineering Department request:** Approve and authorize the Mayor to sign Change Order No. 6, increasing the contract amount by \$131,810.09, for a revised contract amount of \$7,275,318.92 and 9 additional days

**10) Engineering Department request:** Approve and authorize the mayor to sign Change Order No. 7, which replaces Change Order No. 5 and designates local-only funding for an amount of \$30,888

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

### MINUTES OF THE JULY 24, 2023 REGULAR MEETING

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

**Present:** Mayor Gina Leichty, Mike Landis, Mary Nichols, and Barb Swartley

**Absent:** none

**CALL TO ORDER:** Mayor Gina Leichty called the meeting to order at 2:01 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the July 17, 2023 Regular Meeting. Board Member Mary Nichols moved to accept the July 17, 2023 minutes as presented and the motion was seconded by Board Member Barb Swartley. Motion passed 4-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the meeting agenda with the suggestion that agenda item #3 be moved to the end of the meeting because the applicant wasn't present. Board member Nichols moved to approve the agenda as amended. Board member Swartley seconded the motion. Motion passed 4-0.

#### **1) Police Department: Approve the hiring of Donald "Don" C. Cramer as a Special Police Officer, effective July 24, 2023**

**Goshen Assistant Police Chief Shawn Turner** asked the Board to approve the hiring of **Donald "Don" Cramer** for the position of Special Police Officer.

**Chief Turner** requested that Cramer have full police authority in Elkhart County, or any other Indiana county where he is fulfilling his specific job description or duties assigned to him by the Goshen Police Department. He further requested police authority be granted during the times when Cramer is considered to be in approved on-duty status with the Goshen Police Department, while wearing an official designated uniform, or while in a police vehicle. He will be considered to be on approved on-duty status when responding to known emergencies, whether uniformed or not. **Chief Turner** said Officer Cramer will be assigned primarily to the position of School Resource Officer (SRO). However, he will be eligible for secondary employment as a police officer and may be assigned to patrol duties, if needed, both according to Department Policies, Directives, and Agreements.

**Chief Turner** said Officer Cramer has worked at the Elkhart County Sheriff's Office since 1985. Prior to his employment with the Sheriff's Office, he served in the U.S. Navy. Officer Cramer has successfully completed the certification at the Indiana Law Enforcement Academy and remains in good status. He has attended many other trainings and has received numerous certifications throughout his years in this profession.

**Chief Turner** added, "We believe Don Cramer will be a great addition to the Goshen Police Department as a full-time Special Police Officer serving our community. And I would like this hiring to be effective today Monday, July 24, 2023. And on another note, Don is replacing Jeff Eaton, who left the position and was looking for reduced hours and he's in our ordinance position now. But I've had multiple educators already aware that Don is being hired and ... they can't wait to have him in the school system. So, I'm happy for that."

**Nichols/Swartley moved to approve the hiring of Donald "Don" C. Cramer as a Special Police Officer, effective July 24, 2023. Motion passed 4-0.**

***After the Board of Works approved the hiring, Mayor Leichty swore Officer Cramer into office.***



**2) Fire Department: Conditional Offer of Employment to Dakota “Kody” Miller**

On behalf of the Goshen Fire Department, **Shannon Marks, Legal Compliance Administrator for the City Legal Department**, recommended that the Board extend a conditional offer of employment to **Dakota "Kody" Miller**, as well as approve a Conditional Offer of Employment Agreement and authorize the Mayor, to execute the agreement. **Marks** said the agreement sets forth the conditions that Miller must meet prior to beginning employment with the Fire Department as a probationary firefighter, which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers’ and Firefighters’ Pension and Disability Fund. **Marks** said Miller possesses Firefighter I/II certification and Basic EMT certification. Once employed, Miller will be required to successfully complete a paramedic training program and obtain an Indiana paramedic license, and serve as an active paramedic with the Fire Department a minimum of three years. The Fire Department will request that the Board confirm the offer of employment when a position opening becomes available in the Department. **Nichols/Swartley moved to extend a conditional offer of employment to Dakota "Kody" Miller as a probationary firefighter and approve the Conditional Offer of Employment Agreement with Miller, and authorize the Mayor to execute the agreement. Motion passed 4-0.**

**3) Resident request: To ensure the safety of attendees, the partial closure of 9th Street, between Bridge Street and Mercer Avenue, on July 30, 2023 for a private block party**

**Clerk-Treasurer Aguirre** informed **Mayor Leichty** that the applicant had arrived, so this matter was called. **Onnisha Harris of Goshen** asked that the Board for the partial closure of the 100 block of North 9th Street, between Bridge Street and Mercer Avenue, on July 30, 2023 between 2 p.m. and 10 p.m. for a block party. She said she was holding the party to celebrate her 11-year-old son, Kyshawn, beating cancer after 3½ long years of treatment. It will be an open house type of event.

**Harris** requested this one block be closed during the party to prevent vehicles from flying through or using her driveway as a turn-around during the celebration, as they usually do. In her written request, Harris said she would appreciate barricades being dropped off at 9th Street and Bridge Street and at 9th Street and Mercer Avenue. In response to a question from **Mayor Leichty**, **Harris** said she communicated with neighbors about the party and none objected to the street closure.

**Nichols/Swartley moved to approve the closure of the 100 block of North 9th Street, between Bridge Street and Mercer Avenue, on July 30, 2023 between 2 p.m. and 10 p.m. for a block party.**

**Board member Swartley** asked if **Harris** had contacted City staff and arranged for the use of street barricades.

**Harris** said she had communicated with **Clerk-Treasurer Aguirre**, who indicated the Street Department would drop off barricades. **Street Commissioner David Gibbs** said he had nothing to add.

**The motion passed 4-0.**

**Clerk-Treasurer Aguirre** added that the block party was being held to celebrate a joyous event – the recovery of Harris’ son from leukemia as has been documented on social media. **Aguirre** and **Mayor Leichty** congratulated **Harris** on her son’s recovery.

**4) Abonmarche request for Hydra Holdings, LLC: Approve waiver from design standards and specifications for parking and driveway services for a temporary driveway**



On behalf of the property owner, Hydra Holdings, LLC, **Bradley E. Mosness, Vice President of the Goshen office of Abonmarche Consultants, Inc.**, requested a waiver to the Design Standards and Specifications for Parking and Driveway Surfaces for an existing building at 2515 Lombardy Drive for a new tenant in need of access to the west side of the existing building.

**Mosness** said Hydra Holdings wants to install a temporary driveway to the west side of the building with roller compacted asphalt millings to a thickness of six inches. The proposed drive, shown on a site plan attached to the applicant's request, would be used by vehicles.

**Mosness** said Hydra signed a four-year lease for a tenant to use the existing building while they construct a new permanent facility in Goshen. In a written request, Mosness wrote that the proposed use is to construct side walls for RV units. Once the lease is up, the driveway will likely be removed as the property owner would like to expand the existing building to attract future tenant(s).

**Mosness** also wrote that providing the millings are acceptable to the Board, the owner would like to install the driveway so the tenant can start using the building. The owner has hired Abonmarche to prepare detailed site plans showing this drive and associated drainage for submittal to the City's Technical Review Committee on Sept. 6. The owner is committed to bringing the exterior site improvements in compliance with City requirements.

**Board member Landis** asked **City Director of Public Works & Utilities Dustin Sailor** how the City handles situations when a request for a temporary four-year driveway turns into a longer term approval.

**Sailor** said there have been other instances the City has faced when that very thing has happened. Sailor said he was unsure of what kind of stipulations the Board might want to impose in this case. Sailor said the City currently is dealing with a challenge because an applicant was given a temporary approval for one year and it has now been four or five years. Sailor said it is a challenge when temporary approval is given, the deadline has passed and then the City must seek compliance afterward. He said the City has less leverage after the fact.

**Sailor** said he also believed the applicant wanted to begin work on the driveway before a site plan has been submitted or approved.

**Mayor Leichty** asked **Sailor** if he would support moving ahead with the driveway without a site plan. **Sailor** said he had concerns about that, but less about a temporary driveway. He added that work had started without a site plan and City staff is now waiting for a site plan to fully understand the scope of the work.

**Mayor Leichty** asked **Mosness** the status of the site plan. **Mosness** said **Brent Miller**, the property owner, has hired Abonmarche to conduct a topographic survey of the property, which is a requirement of the City technical review process and is a basis for the design of the drainage or retention pond. Mosness said Brent Miller was open to making a written commitment to submit the documents for technical review. He said the site plan will be filed by Sept. 6 for the tech review process. In the meantime, he said Miller wanted approval for the driveway now.

**Board member Landis** asked **Mosness** if **Miller** wanted to complete the driveway this week so the building could be used next week, even though the site plan had yet to be filed. **Mosness** said the driveway would be installed the first week of August if approved by the Board.

**Mayor Leichty** asked **Sailor** what contingencies would be necessary for the Engineering Department to feel comfortable moving forward with the driveway. **Sailor** said the biggest concern is stormwater runoff. He said the applicant would need to take responsibility if there were any impacts on off-site property.

**Mayor Leichty** asked **City Attorney Bodie Stegelmann** if he had any guidance about the appropriate language to incorporate in considering approval.



**Stegelmann** said approval should be contingent on the applicant receiving approval from the Technical Review Committee and complying with all terms imposed for approval. He added that the property owner or lessee also should be required to take responsibility for stormwater management according to state regulations.

**Board member Landis** jokingly asked if the applicant should pray for no rain for a few months. **Stegelmann** responded that he hoped there wouldn't be heavy rain.

Saying he wasn't familiar with the site, **Board member Landis** asked **Sailor** where the stormwater would go if advance steps weren't taken to control runoff in case of heavy rain. He asked if there would be a flood of neighboring properties. **Sailor** responded, "I don't think there will be an immediate flood, in my honest opinion, but I also don't want to take responsibility for that."

**Brent Miller of Hydra Holdings** said his company was committed to getting through City Technical Review and making any adjustments necessary to manage stormwater. He also said if there were any issues before that caused by the temporary driveway, "we'll take care of that." He said he didn't think there would be any stormwater issues.

Asked by **Mayor Leichty** if his company would assume liability for any damage, **Miller** responded, "100 percent."

**Board member Nichols** asked for clarification for her motion. **Stegelmann** provided guidance on the appropriate language for the motion. After Board member Nichols made her initial motion, with no second yet, Board member Swartley asked about adding a condition that the temporary driveway be removed after four years.

**Miller** said four years would be the longest that the tenant – Brinkley RV – would use the building. After that, Miller said his company would commit to install a permanent driveway. Miller said his goal is to eventually expand the building. However, he said the building will be used for lamination and Brinkley needs to begin operations as soon as possible. He added that his company would be willing to post a bond if necessary to build the temporary driveway.

**City Attorney Stegelmann** asked **Miller** if the company was willing to remove the asphalt millings after the current tenant vacates the property. **Miller** responded, "Absolutely. And you can put that in writing and we'll sign."

**Nichols/Swartley moved to approve the waiver to the Design Standards and Specifications for Parking and Driveway Surfaces for an existing building at 2515 Lombardy Drive with the stipulations that the applicant receive approval from the City Technical Review Committee and accept any responsibility for stormwater runoff in the interim period and that it would be a temporary driveway for the period of the lease, or three or four years.**

**Mosness** asked for clarification of the motion – specifically whether the driveway approval would be before or after Technical Review. **Board member Nichols** said the approval would be before Technical Review.

**There were no further questions or comments from the audience or Board. And the motion passed 4-0.**

**5) Legal Department: Approve and authorize Mayor Leichty to execute the agreement with Rain Guard Seamless Guttering, LLC to furnish and install gutters on the 20x20 shed at Reith Interpretative Center at a cost of \$970**

**Brandy Toms, a paralegal with the City Legal Department,** said that attached for the Board's approval and to authorize Mayor Leichty to execute was an agreement with Rain Guard Seamless Guttering, LLC to furnish and install gutters, downspouts and leaf guards on the 20 x 20 shed at Reith Interpretative Center. The Rain Guard Seamless Guttering, LLC will be paid \$970 for this work.





Under the terms of the agreement, the contractor shall provide the City with the following, which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to install seamless gutters and RT Leaf Shields on a newly built 20 x 20 shed at Reith Center located at 410 W. Plymouth Ave.:

- (A) Furnish and install 5" seamless aluminum gutters with hidden brackets and ice hangers;
- (B) Furnish and install two (2) 2"x 3" aluminum downspouts;
- (C) Furnish and install RT Leaf Shields on gutters; and
- (D) Gutter and downspouts shall all be in the color "Desert Tan."

**Nichols/Swartley moved to approve and authorize Mayor Leichty to execute the agreement with Rain Guard Seamless Guttering, LLC to furnish and install gutters on the 20 x 20 shed at Reith Interpretative Center at a cost of \$970. Motion passed 4-0.**

**6) Engineering Department: Approve an on-call professional services contract with Jones Petrie Rafinski for \$100,000, and authorize the Mayor to sign task orders as they are developed**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that the City Engineering Department has lost key professional staff in the last 10 months and that is causing strain on the department and its ability to develop, manage and complete public works projects and support private development improvements. In an effort to cover the workload until the positions can be filled, Sailor asked the Board to retain the services of Jones Petrie Rafinski Corporation (JPR) of South Bend.

**Sailor** said the required professional services will be identified on a task order basis by Goshen Engineering staff. Each task order will define the scope of the needed work, a price will be established by the consultant, and the final work and pricing will be approved by the Mayor. The initial term of the contract is for one (1) year and has a maximum value of \$100,000.

Under this agreement, JPR will be providing the City with as needed "on-call" Professional Services on a continuous basis, for the period of one calendar year from the effective date of the agreement. According to a scope of services summary, the following items have been initially identified as the key priorities:

**1. Site Plan Review – Assisting the Department with review of site plans submitted pursuant to existing City ordinances, policies, and other regulations.**

- a. General Conformity
- b. Determine Availability of Sanitary Sewer and/or Potable Water utility infrastructure
- c. Confirm correct sizing for water service(s) and/or water meter(s)

**2. Right of Way Permit Review – Assisting the Department with review of right of way permit applications and/or submittals (for private work being proposed within those public rights of way within the City's municipal boundary)**

**3. Project Initiatives – Current identified tasks/projects, such as:**

- a. Bridge Maintenance Plan & Standard Specifications preparation
- b. Roadway Paving - Package #2023-2
- c. Sidewalk 50/50 program and 2023 Sidewalk and ADA Curb Ramp Inventory
- d. Sanitary Sewer utility slip lining project(s)

**4. Assist with Preparation of "Request(s) for Proposals" for several projects that are part of the City's current priorities, commensurate with the effective date of this agreement, such as:**



- a. Five (5) Redevelopment Road Reconstruction Projects
- b. ADA Transition plan update
- i. Sidewalk & curb ramp evaluations throughout the City of Goshen

In response to a question from **Board member Landis**, **Sailor** clarified the terms of the agreement and said it would function similar to the City's current agreement with Donohue & Associates for the Wastewater Treatment Plant.

**Board member Swartley** expressed her appreciation to **Sailor** and his staff for their work under a stressful situation. **Nichols/Swartley** moved to approve an on-call professional services contract with **Jones Petrie Rafinski** for \$100,000, and authorize the Mayor to sign task orders as they are developed. Motion passed 4-0.

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

**Mayor Leichty** opened Privilege of the Floor at 2:29 p.m.

**City Director of Public Works & Utilities Dustin Sailor** informed the Board that the Engineering Department has been working on its street paving program and has run into **an issue at Homeacres and Edgewood drives**. He said the asphalt was peeled off July 14 and there have been three significant rainfalls since then.

**Sailor** said the road bed is saturated with water, so the Engineering Department had site visit today by a geotechnical engineer, who reported there are 12 inches of topsoil, 18 inches of clay and below that a granular substance. If there could be months of dry weather, the situation would be fine, **Sailor** said, but that's not a delay that would benefit residents.

So, **Sailor** said the City is working with the contractor and gathering numbers. He said he was seeking an acknowledgement from the Board that more money will need to be spent in the corridor. If there is a means to move forward, **Sailor** asked for a preliminary authorization to spend upwards of \$133,000 to address the situation by peeling off 12 inches of material, installing Geogrid and placing stone on top to bridge the soft material underneath.

**Board member Landis** recalled that in previous situations, the City has placed Portland cement and ground it up.

**Sailor** acknowledged that this has been done in the past for subgrade stabilization, but said it would not be practical in this situation.

In response to questions from **Mayor Leichty**, **Sailor** said he didn't have a specific proposal today, but wanted to make the Board aware one was coming. **Sailor** said he also wanted the contractor to be able to move forward with work and that he would later seek Board approval for a change order.

**Mayor Leichty** clarified with **City Attorney Stegelmann** how best to proceed. The **Mayor** then asked if there was a consensus among Board member to approve **Sailor's** eventual request. Board members said there was.

**Clerk-Treasurer Aguirre** gave the Board an update on its approval last week of the partial closure of 8th Street, July 20, for water service installation at 214 South 8th St. as requested by Lacasa. **Aguirre** said the installation didn't take place on July 20 and was now scheduled to take place July 26. He said he wanted affected City Departments to be aware of the new date.

**There was no further comments, so the Mayor closed Privilege of the Floor at 2:34 p.m.**





**Approval of Civil City and Utility Claims**

As all matters before the Board of Public Works & Safety were concluded, Mayor Leichy/Board member Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

**Adjournment**

Mayor Leichy adjourned the Board of Works meeting at 2:34 p.m.

**APPROVED:**

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**Mayor Gina Leichy**

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**Mike Landis, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**



**ATTEST:**

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**Richard R. Aguirre, City of Goshen Clerk-Treasurer**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley

Date: July 31<sup>st</sup>, 2023

From: Chief Jose' Miller

Reference: Request to Accept Officer Jade E. Murphy #202 Resignation

I am requesting for the Board of Public Works and Safety to approve the resignation of Officer Jade E. Murphy #202. Officer Murphy's last day was Thursday, July 27<sup>th</sup> and her effective resignation date will be Friday July 28<sup>th</sup>, 2023.

During the afternoon hours of Thursday, July 27 I received a resignation letter from Officer Murphy. As a result of an injury and recent surgery to her wrist, she has permanently lost most of the flexibility in her wrist. She stated because of this loss it is difficult to carry out her duties as an officer / school resource officer. She was grateful for the opportunities that she was given, but feels her resignation is the best decision at this time.

I would like to thank Officer Murphy for the time and dedication to our department and our community. Officer Murphy's kindness and compassion for the kids in the elementary schools will be missed. I wish her only the best in her future.

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**

# Jade Murphy

Resignation Letter

Jose Miller  
Chief of Police  
Goshen Police Department  
111 E Jefferson St Goshen, IN 46526

July 27, 2023

To Chief Miller:

Kindly accept this letter as my formal resignation as Patrol/School Resource Officer within the Goshen Police Department, effective immediately. As a result of the injury and recent surgery to my wrist, I have permanently lost most of the flexibility / range of motion in my wrist, causing it to be difficult to carry out my duties as an officer to the best of my abilities. This was not an easy decision to make; however, this is the best decision for me at this time.

I am incredibly grateful for the opportunities that I have been given in the last few years. I would also like to thank you in advance for being supportive of my decision. As I am unable to lift anything with my right hand, I have already parked my squad car with the department issued items inside it in the parking lot, excluding handgun/rifle/radio/keys those will be returned to Lt. McKalips and Lt. Hooley this morning.

Thank you,  
Jade Murphy



**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)

July 31, 2023

To: Goshen Board of Public Works and Safety  
From: Shannon Marks, Legal Compliance Administrator  
Subject: Goshen Police Department Conditional Offer of Employment to Nicholas R. Perry

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Nicholas R. Perry, as well as approve the attached Conditional Offer of Employment Agreement and authorize the Mayor to execute the agreement on behalf of the City and the Board.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Once employed, Nicholas will be required to successfully complete all training requirements, including complete the Tier I basic training requirements and obtain certification with the Indiana Law Enforcement Training Board.

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

**Suggested motions:**

- (1) Move to extend a conditional offer of employment to Nicholas R. Perry as a probationary patrol officer.
- (2) Move to approve the Conditional Offer of Employment Agreement with Nicholas R. Perry, and authorize the Mayor to execute the agreement.

## **GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2023, which is the date of the last signature set forth below, by and between **Nicholas R. Perry** ("Perry") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

### **CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

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

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Perry understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Perry 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) Perry agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Perry 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 Perry 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 Perry's expense. If additional reports and/or testing are required, Perry may elect to terminate this agreement.
- (4) InPRS will determine whether Perry has any Class 3 excludable conditions. Perry understands that if InPRS finds that Perry has any Class 3 excludable conditions, Perry 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 Perry'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 Perry 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 Perry 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 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 Perry accepts City's withdrawal and this agreement shall be terminated.

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

- (1) As a condition of employment with City and Goshen Police Department, Perry is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Perry agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Perry's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Perry agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Perry 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) Perry will be paid for the time Perry 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) If Perry 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 Perry's first day of employment with Goshen Police Department, Perry's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

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

#### **SEVERABILITY**

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

**INDIANA LAW**

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

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

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

\_\_\_\_\_  
Nicholas R. Perry

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

\_\_\_\_\_  
Gina M. Leichty, Mayor  
City of Goshen, Indiana

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



## CITY OF GOSHEN LEGAL DEPARTMENT

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

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

July 31, 2023

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

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

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

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

### Suggested motions:

- (1) Move to extend a conditional offer of employment to John Z. Bacigal as a probationary firefighter.
- (2) Move to approve the Conditional Offer of Employment Agreement with John Z. Bacigal, and authorize the Mayor to execute the agreement.

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

THIS AGREEMENT is entered into on \_\_\_\_\_, 2023, which is the date of the last signature set forth below, by and between **John Z. Bacigal** ("Bacigal") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

**CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

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

- (1) A personnel vacancy in the Goshen Fire Department rank and file must exist. Bacigal understands that currently no vacancy exists in the rank and file of the Fire Department. Although the Goshen Fire Department is initiating the pension physical and psychological testing, Bacigal 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) Bacigal agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Bacigal 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 Bacigal 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 Bacigal's expense. If additional reports and/or testing are required, Bacigal may elect to terminate this agreement.
- (4) InPRS will determine whether Bacigal has any Class 3 excludable conditions. Bacigal understands that if InPRS finds that Bacigal has any Class 3 excludable conditions, Bacigal 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 Bacigal'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 Bacigal 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 Bacigal if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Fire Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Bacigal accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO OBTAIN BASIC EMT CERTIFICATION**

- (1) As a condition of employment with City and the Goshen Fire Department, Bacigal is required to successfully complete a Basic EMT training program, pass the certification test, and obtain Basic EMT certification within eleven (11) months of Bacigal's first day of employment with the Goshen Fire Department. If Bacigal is unable to successfully complete the Basic EMT training program, pass the certification test, and obtain Basic EMT certification within eleven (11) months of Bacigal's first day of employment with the Goshen Fire Department due to program scheduling difficulties, then Bacigal will be given eleven (11) months from the first day of the Basic EMT training program to successfully complete the Basic EMT training program, pass the certification test and obtain Basic EMT certification.
- (2) Upon commencing employment, Bacigal agrees to enroll in a Basic EMT training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the certification test, and obtain Basic EMT certification. If Bacigal is currently enrolled in and attending a Basic EMT training program prior to commencing employment, Bacigal agrees to continue to attend and successfully complete the Basic EMT training program, pass the certification test, and obtain Basic EMT certification.
- (3) Starting on Bacigal's first day of employment, City will pay the cost of the Basic EMT training program. If Bacigal is currently enrolled in and attending a Basic EMT training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Bacigal's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Bacigal for the time to attend the training program. Bacigal shall have one (1) opportunity to successfully complete the Basic EMT training program, pass the certification test, and obtain Basic EMT certification. City will pay the cost for the Basic EMT training program, or prorated portion thereof, and for Bacigal's time to attend the Basic EMT training program one (1) time.
- (4) If Bacigal refuses to attend the Basic EMT training program, fails to successfully complete the Basic EMT training program, or fails to pass the certification test and obtain Basic EMT

certification as required under paragraphs (1) and (2), Bacigal's employment with City and the Goshen Fire Department will be terminated for cause.

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

- (1) As a condition of employment with City and the Goshen Fire Department, Bacigal is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.
- (2) Upon commencing employment, Bacigal agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Bacigal is currently enrolled in and attending a paramedic training program prior to commencing employment, Bacigal agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.
- (3) Starting on Bacigal's first day of employment, City will pay the cost of the paramedic training program. If Bacigal is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Bacigal's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Bacigal for the time to attend class and required clinical sessions. Bacigal shall schedule all classes and clinical sessions when Bacigal is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Bacigal's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Bacigal's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Bacigal's time to attend the paramedic training program.
- (4) Bacigal shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Bacigal agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.
- (5) If Bacigal refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the paramedic class, or fails to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program, Bacigal's employment with City and the Goshen Fire Department will be terminated for cause.
- (6) Except as provided by paragraph (10), if Bacigal leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Bacigal agrees to repay City the City's actual cost for Bacigal to attend the



paramedic training program, including the cost of the training program and the time City paid another employee to cover Bacigal's shift due to Bacigal's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).

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

#### **AMENDMENT**

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

**SEVERABILITY**

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

**INDIANA LAW**

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

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

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

City of Goshen, Indiana

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
John Z. Bacigal

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

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



**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

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

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

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

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** July 24, 2023  
**Subject:** Riding to Remember requests

***The Clerk-Treasurer received the following request on July 14, 2023:***

I am seeking approval for the 25th Annual Riding to Remember Fallen Police, Firefighter, and Veteran charity motorcycle ride to be held Sunday, September 10th.

Attached you will find the route and estimated time of arrival into Goshen, where a short Memorial service will be held. I am requesting Mayor Gina Leichty to speak along with other dignitaries during the Memorial. A representative of RTR (Adam Johnson/Jeff Shrock) will be reaching out to the Mayor's office in the coming weeks regarding details of the Memorial.

I am requesting the following street closures for the Memorial service:

- 5th Street from Lincoln Ave South to Madison Street
- Overflow closure: 5th Street South of Madison Street to Monroe Street
- Jefferson Street from Main Street to 6th Street

I am also requesting coordination between the Police and Fire Departments as well as myself to provide traffic control along the route at the intersections listed in the attached documentation.

Thank you for your support and continued assistance. I really appreciate your help!

Kind regards,

**Jim Ballard**

President

Blue Knights IN VIII Law Enforcement Motorcycle Club

Chairman: Riding to Remember Fallen Police, Firefighter, and Veteran Charity Ride

**RIDING TO REMEMBER FALLEN POLICE, FIREFIGHTER, & VETERAN CHARITY RIDE ROUTE**

ESTIMATED TIMES OF ARRIVAL TO EACH TOWN/CITY

CITIZENS ARE RECOMMENDED TO ARRIVE 15 MINUTES PRIOR TO EACH ESTIMATED ARRIVAL TIME IN THEIR CITY / TOWN TO ENSURE OBSERVATION OF RIDE

**SUNDAY - SEPTEMBER 10, 2023**

**STAGING & REGISTRATION FROM 10 A – 12 NOON @ HOOSIER HARLEY DAVIDSON**

**STAGING ON CR7 FACING SOUTHBOUND AT BRISTOL STREET TO HALLIE ROAD**

**MOTORCYCLISTS ARE ENCOURAGED TO APPROACH VENUE SOUTH ON CR 7 FROM CR 6**

**RIDE LEAVES HHD 720 W. Bristol Street at 12:30pm**

Right on Bristol Street (CR10) turning into Nappanee Street (SR 19)

Right on Mishawaka Road (CR 20)

Left on County Road 3

County Road 3 veers off left at CR 24 outside of Jimtown

Continue South on CR3

Right on CR 28

Left on CR 3

**WAKARUSA: Estimated arrival 1 P / 30 MINUTES**

Continue South on CR 3 to downtown Wakarusa

Right CR 42 (Caution Quick sharp turns)

Left CR 3 (Arnot Street)

**NAPPANEE: Estimated arrival 1:10pm / 10 MINUTES**

Left on US Hwy 6

Left on SR15

**GOSHEN: Estimated arrival 1:40pm / 30 MINUTES**

SR 15 Northbound (Main Street)

Right on 5th Street (Library) transitioning North on 5th Street

**STOP at Lincoln Avenue (DISMOUNT – 30 MINUTES / Bike Parking both North & South of Madison Street)**

**MEMORIAL CEREMONY AT GOSHEN POLICE DEPARTMENT (2:10 P – 2:40 P APPROX. 30 MINUTES)**

**END OF CEREMONY MOUNT MOTORCYCLE (2:40 P – 2:55 P APPROXIMATELY 15 MINUTES)**

**START OF 2ND LEG OF ROUTE BEGINS AT 2:55 P**

Left on Lincoln Avenue

Right on N 3rd Street (SR15)

Right on CR126

Right on CR27

Left on CR22 - Orpha Drive

**MIDDLEBURY: Estimated arrival between 3:10 p / 15 MINUTES**

Left on SR13 (Main street)

Left on CR 8 (Bristol Ave)

CR 8 into Bristol (CR8 = E. Elkhart Street)

**BRISTOL: Estimated arrival between 3:25p / 15 MINUTES**

Right on Chaptoula Street

Left on East Vistula Street (SR120) turning into West Vistula Street (SR 120)

**ELKHART: Estimated arrival between 3:40 P / 15 MINUTES**

State Road 120 (East Jackson Boulevard) to Johnson Street (ELKHART)

Right on Johnson Street

Left on Beardsley Avenue

Right on Edwardsburg Ave (County Road 5)

Right on North Michigan Street (County Road 7)

**VENUE: HOOSIER HARLEY DAVIDSON 720 W. BRISTOL STREET**

**RIDING TO REMEMBER FALLEN POLICE, FIREFIGHTER, & VETERAN  
CHARITY RIDE ROUTE  
ESTIMATED TIMES OF ARRIVAL TO EACH TOWN/CITY  
CITIZENS ARE RECOMMENDED TO ARRIVE 15 MINUTES PRIOR TO EACH ESTIMATED ARRIVAL  
TIME IN THEIR CITY / TOWN TO ENSURE OBSERVATION OF RIDE  
SUNDAY  
SEPTEMBER 10, 2023**

STAGING & REGISTRATION FROM 10 am – 12:15 pm @ HOOSIER HARLEY DAVIDSON

STAGING ON CR7 FACING SOUTHBOUND FROM BRISTOL STREET TO HALLIE ROAD

MOTORCYCLISTS ARE REQUIRED TO APPROACH VENUE SOUTH ON CR 7 FROM CR 6 (NO EXCEPTIONS)

RIDE LEAVES HHD 720 W. Bristol Street at 12:30pm

**ELKHART (Departs at 12:30 P)**

Right on Bristol Street (CR10) turning South into Nappanee Street (SR 19)

Right on Mishawaka Road (CR 20)

Left on County Road 3 (Coverage Baugo Fire Department)

County Road 3 veers off left at CR 24 outside of Jimtown

Continue South on CR3 (Coverage Baugo Fire Department)

Right on CR 28 (Coverage Baugo Fire Department)

Left on CR 3 (Coverage Baugo Fire Department)

**WAKARUSA: Estimated arrival 1pm / 30 MINUTES**

Continue South on CR 3 to downtown Wakarusa

CAUTION – Road apples

Right CR 42 (Caution Quick sharp turn)

Left CR 3 (Arnot Street)

Coverage by Wakarusa Marshal/Wakarusa Fire

North Elkhart & Sycamore

North Elkhart & Waterford

South Elkhart & Harrison



CAUTION: CR3 & CR46 East/West cross traffic does not stop (Coverage Foraker Township FD)

CAUTION: CR3 & CR50 FOUR WAY STOP (Coverage Foraker Township FD)

**NAPPANEE: Estimated arrival 1:10pm / 10 MINUTES**

Left on US Hwy 6

Left on SR15 (Coverage New Paris Fire Department)

**GOSHEN: Estimated arrival 1:40pm / 30 MINUTES**

SR 15 Northbound (Main Street)

Right on 5th Street (Library) transitioning North on 5th Street

STOP at Lincoln Avenue (DISMOUNT – 30 MINUTES / Bike Parking both North & South of Madison Street)

MEMORIAL CEREMONY AT GOSHEN POLICE DEPARTMENT (2:10 P – 2:40 P APPROX. 30 MINUTES)

END OF CEREMONY MOUNT MOTORCYCLE (2:40 P – 2:55 P APPROXIMATELY 15 MINUTES)

START OF 2ND LEG OF ROUTE BEGINS AT 2:55 P

Left on Lincoln Avenue

Right on N 3rd Street (SR15)

Right on CR126 (Coverage Jefferson Township Fire Department SR15 & CR126)

Right on CR27 (Coverage Jefferson Township Fire Department CR126 & CR27)

Left on CR22 - Orpha Drive (Coverage Jefferson Township Fire Department CR27 & CR22)

Coverage needed by Goshen PD, Emergency Management, or Goshen Fire at

SR15 & CR40

SR15 & Waterford Mills Parkway

SR15 & CR38 (Kercher Road)

SR15 High Park Ave

SR15 & Westwood

SR15 & College Avenue

SR15 & Plymouth Ave

SR15 & Madison St

3rd/ Jefferson

3rd/ Washington St

3rd / Lincoln Ave

3rd/Clinton St

3rd/Pike St

SR15 & Wilden Avenue

**MIDDLEBURY: Estimated arrival 3:10p / 15 MINUTES**

Left on SR13 (Main street)

Left on CR 8 (Bristol Ave)

CR 8 into Bristol (CR8 = E. Elkhart Street)

Coverage needed by Middlebury Marshal/Middlebury Fire Department

CR22 and US20

CR22 and IN13

IN13 & CR8

CR8 and CR35

**BRISTOL: Estimated arrival between 3:25 P / 15 MINUTES**

Right on Chaptoula Street

Left on East Vistula Street turning into West Vistula Street (SR 120)

Coverage needed by Bristol Marshal/Bristol Fire Department

Chaptoula Street & E Vistula (SR120)

East Vistula Street (SR120) & IN15

Division Street (SR120) & IN15 (Division Street)

CONCORD TOWNSHIP FIRE DEPARTMENT will cover

SR120 & CR17

SR120 & CR15

SR120 & CR13

**ELKHART: Estimated time of arrival 3:40 P / 15 MINUTES**

State Road 120 (East Jackson Boulevard) to Johnson Street (ELKHART)

Right on Johnson Street

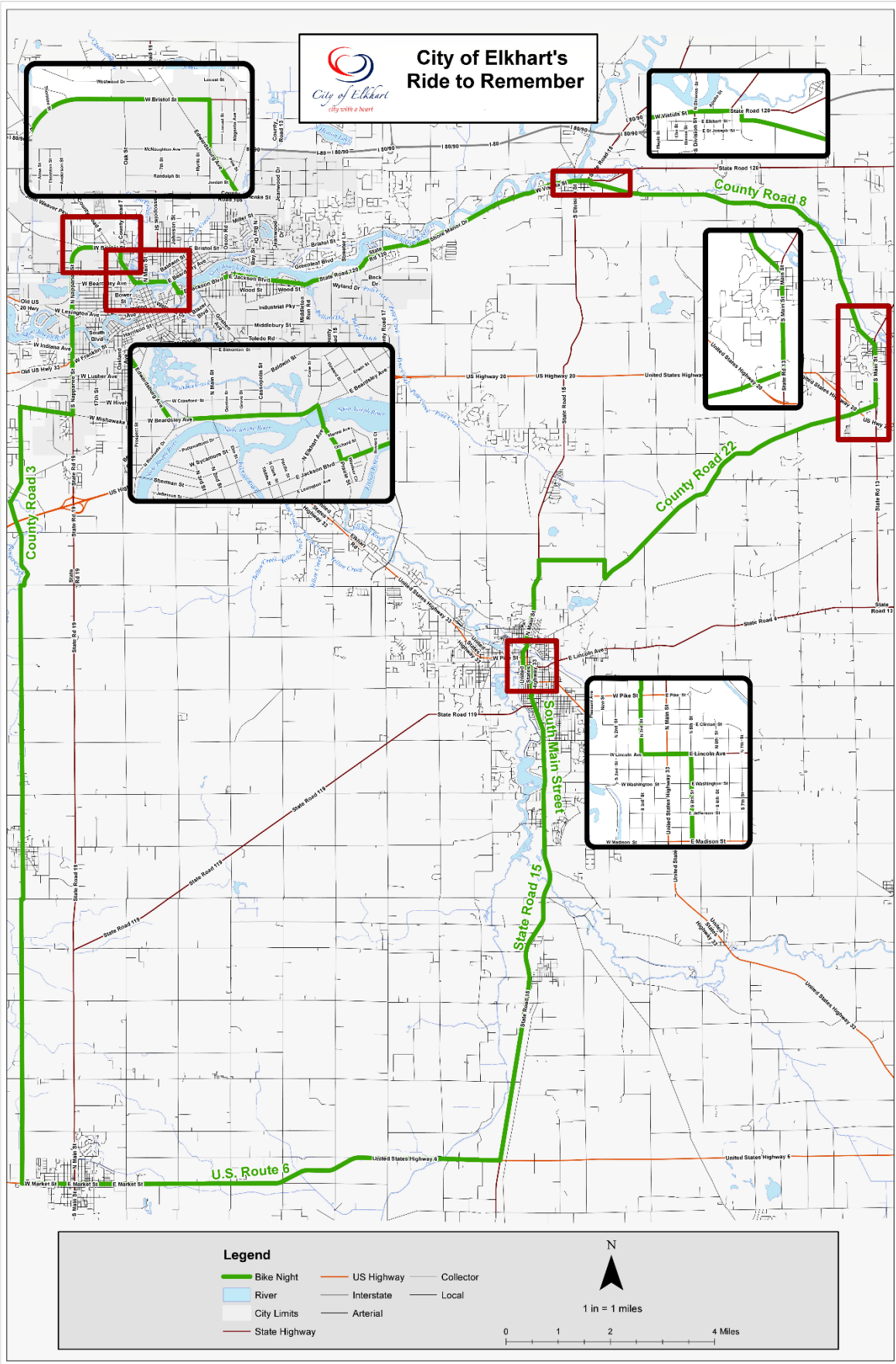
Left on Beardsley Avenue

Right on Edwardsburg Ave (County Road 5)

Right on North Michigan Street (County Road 7)

END: HOOSIER HARLEY DAVIDSON 720 W. BRISTOL STREET

**City of Elkhart's  
Ride to Remember**



August 2018

The graphic data presented by this City of Elkhart, Indiana "Ride to Remember" map is for informational purposes only. Any person who wishes to use the graphic data for any other purpose must obtain the written permission of the City of Elkhart, Indiana. The graphic data is provided as is and the City of Elkhart, Indiana makes no warranty, express or implied, for the accuracy or completeness of the graphic data. The graphic data is provided for informational purposes only and is not intended to be used for any other purpose. The graphic data is provided for informational purposes only and is not intended to be used for any other purpose.

## Parking Lot Reservation Request – City of Goshen Board of Works

**Submitted by:** Michiana Area Council of Governments (MACOG) & City of Goshen Department of Environmental Resilience

**Contact:** Leah Thill, MACOG Director of Sustainability or Aaron Sawatsky-Kingsley, DER

**Phone:** (574) 287-1829 x 801

**Email:** lthill@macog.com

**Location:** City Hall Parking Lot D, S 5<sup>th</sup> St

**Date/Time:** Friday August 4, 2023. Event time 5:30 – 8:00 pm. Space reservation 2 pm – 8 pm.

**Parking Restriction:** To facilitate set-up Friday evening, MACOG requests that the parking spaces be permitted to be reserved several hours prior to the event, ideally the night before. MACOG is requesting that the spaces be blocked by the city with traffic cones or temporary barriers.

**Description of event:** The Electric Vehicle Display event, part of National Drive Electric Week, will educate the public about the benefits of electric vehicles and provide an opportunity to talk to local electric vehicle drivers, experience a variety of plug-in hybrid and all-electric vehicles.

**Event Partners:** The event will also be staffed by Drive Clean Indiana, a Department of Energy Clean Cities program whose goal is to reduce dependence on petroleum in the transportation sector. The other event sponsors will be listed on the flyer as national sponsors for the National Drive Electric Week (Plug In America, Electric Vehicle Association, Sierra Club, EV Hybridnoire).

### Event Diagram – City Hall





The suggested test drive route in the map below will be provided to dealers participating (if any), but dealers will have control over the preferred route for their vehicle based on traffic and whether they prefer to keep the vehicle in the parking lot. Owners and participants must sign waivers and provide valid driver's license verification to address the city's liability. The short route is primarily right turns for convenience and safety, and avoids Main Street.





**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

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

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

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**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** July 31, 2023  
**Subject:** Request for partial closure of Clinton Street and parking spaces on Aug. 4, 2023 for installation of a new awning at the Spohn Building

***The Clerk-Treasurer received the following request on July 27, 2023:***

I spoke with Tracy (Eggleston) and she said to send you an email with the following information.

We need to use a crane at 109 East Clinton Street on Aug 4, 2023. Tracy informed me that normally this would go in front of the Board of Works. I am sorry that I did not know that but will remember going forward with any need to close a street in the future.

Here is what we have planned for 109 East Clinton Street:

We are installing a new awning over the entrance to the Spohn building. The awning weighs about 1,000 pounds so we need a small crane to lift it up. We plan on having the prep work done before Friday. So we plan on needing the crane for a very short time.

We plan on setting up there at 7 a.m. and being done by 8 or 8:30. We are working with Dalan Troyer, who is the property manager and has let the tenants who are on the second floor of the Spohn building know.

We will only need to close off the parking spaces and the north side of Clinton Street. Please let me know if you have any questions or need more information.

Thanks so much for your help in this matter.

Here is my cell phone if you need to call me 574.971.7916

**Bruce Dyksen**

President and Owner

Dyksen & Sons Builders

58405 Hayes Court

Goshen, IN46528

574-214-9466

[dyksenandsons.com](http://dyksenandsons.com)



## 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)

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms  
**Subject:** Resolution 2023-22 – Authorizing the Special Purchase of a 2021 Tri Axle Dump Truck  
**Date:** July 31, 2023

Attached for the Board's approval is Resolution 2023-22 Authorizing the Special Purchase of a preowned tri axle dump truck. The City Wastewater and Water-Sewer Departments are in need of a tri axle dump truck. City Fleet Manager located a 2021 Western Star Tri Axle dump truck from Truck Centers Inc. with low miles that the City can purchase at a cost of \$256,800 and is available immediately. A new model of this type would cost in excess of \$300,000 and would not be available for delivery for at 24-36 months. IC 5-22-10-5 allows the City to make a special purchase when an opportunity to make that purchase can be done so at a substantial savings to the City. Therefore, it is recommended that the Board of Public Works and Safety pass and adopt Resolution 2023-22 and authorize Mayor Leichy to execute the same.

### **Suggested Motion:**

Move to pass and adopt Resolution 2023-22 Authorizing the special purchase of a 2021 Tri Axle dump truck from Truck Centers Inc. at a cost of \$256,800.



## **RESOLUTION 2023-22**

### **Authorizing the Special Purchase of Preowned Triaxle Dump Truck**

WHEREAS, the City through its purchasing agent may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor.

WHEREAS, City of Goshen's Wastewater and Water-Sewer Departments are in need of a tri axle dump truck.

WHEREAS, the City's Fleet Manager was tasked with locating one to purchase.

WHEREAS, the City's Fleet Manager located a preowned 2021 Western Star Tri Axle dump truck with low miles available immediately at a cost significantly less than a new one.

WHEREAS Indiana Code § 5-22-10-5 allows the City to make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the City.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

(1) The City of Goshen, through its City Central Garage/ Fleet Manager, is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-5 as there exists a unique opportunity to obtain a tri axle dump truck that is available immediately, and for a very limited time, at a substantial savings to the City. A letter of explanation from the Fleet Manager is attached as Exhibit A.

(2) The special purchase of a 2021 Western Star 4700SF Triaxle dump truck shall be made from Truck Centers, Inc for the sum of \$256,800. A copy of the used vehicle purchase order is attached as Exhibit B to this resolution.

(3) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

NOW, THEREFORE, BE IT FURTHER RESOLVED that:

The Goshen Board of Public Works and Safety hereby authorizes Mayor Gina Leichty to execute the Used Vehicle Purchase Order attached to this resolution on behalf of the City of Goshen, Indiana.

PASSED by the Goshen Board of Public Works and Safety on July 31, 2023.

---

Gina Leichty, Mayor



Carl Gaines, Manager  
FLEET SERVICES, CITY OF GOSHEN  
320 Steury Avenue • Goshen, IN 46528-3005

Phone (574) 534-3703  
[centralgarage@goshencity.com](mailto:centralgarage@goshencity.com) • [goshenindiana.org](http://goshenindiana.org)

7/25/2023

Re: Preowned Triaxle Truck

To: Board of Works members

CC: Mayor Leichty

The Wastewater and Water/Sewer department asked me to locate a truck for those departments to utilize as in the recent past there has been several times when it is needed and they anticipate many more times it will be needed.

I have located a preowned triaxle (2021) with very low miles for this type of vehicle.

The purchase price for this is \$256,800, a new unit will be almost \$300,000 and the time frame to order a new one will be between 24 and 36 months and we are almost positive the price will increase over that time period.

I am asking the BOW to approve the purchase of this as it will be a great savings and will be available immediately.

I want to also note that this truck should serve the city for approximately 20 years.

A handwritten signature in black ink, appearing to read "Carl Gaines".

Carl Gaines/ Fleet Manager

EXHIBIT A

EXHIBIT B



“USED” VEHICLE PURCHASE ORDER

Purchaser(s) Name: Fleet Services, City of Goshen Date: 07-25-2023  
 Address: 320 Steury Avenue Sales Rep: Rich Stopczynski  
 City: Goshen State: IN ZIP: 46528 Sold FOB: Goshen, IN  
 Phone: 574-534-3703 FAX: \_\_\_\_\_ Delivery Date: Est. August 2023

STOCK #	YEAR	MAKE	MODEL	COLOR	SERIAL #	PRICE
	2021	Western Star	4700SF Tri Axle Dump Truck	Grey and Black	5KKMAVFM0MLML2404	\$256,800.00

ADDITIONAL INFORMATION:

LEINHOLDER INFORMATION:					TOTAL ORDER PRICE:	\$256,800.00
					NET TRADE:	N/A
TRADE YEAR	MAKE	MODEL	ALLOWANCE AMT.	PAY-OFF	DOC FEE:	0.00
					SALES TAX:	Exempt
					TITLE / LICENSE FEE:	0.00
<b>PAYMENT TERMS:</b> Cash, Certified Check, Wire Transfer, Bank Financing, or Approved Commercial Financing Company is acceptable. Checks must be approved in advance and Truck Centers, Inc. will retain MSO/Vehicle Title until check(s) clear bank or wired/ACH funds are received.					DEPOSIT:	0.00
					DOWN PAYMENT:	0.00
					BALANCE DUE:	\$256,800.00

PURCHASER(S) AGREES TO THE FOLLOWING TERMS:

Purchaser(s) agree(s) that Purchaser(s) has examined the vehicle(s) to the extent desired and the Dealer and Dealer's agents made no statement about the vehicle(s) that is important to the material to any Purchaser(s) that is not stated herein.  \_\_\_\_\_

PURCHASER(S) IS ADVISED THAT THE ODOMETER MILEAGE MAY NOT BE THE TRUE MILEAGE.  \_\_\_\_\_

**DEALER WARRANTY DISCLAIMER:** TRUCK CENTERS, INC. ("DEALER") DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE VEHICLE(S) DESCRIBED ABOVE IS/ARE SOLD "AS IS" BY DEALER. The vehicle(s) may or may not be covered by limited warranty (ies) provided by the manufacturer(s), but Dealer makes NO warranties whatsoever.  \_\_\_\_\_

**LIMITATION OF PURCHASER(S) DAMAGES:** IN NO EVENT WILL TRUCK CENTERS, INC. ("DEALER") BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF PURCHASER(S), INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF INCOME OR PROFIT, OR DAMAGE TO OR LOSS TO PROPERTY, OR COSTS OF USE OR REPLACEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT IN CONTRACT, TORT OR OTHERWISE IN CONNECTION WITH THE SALE OF THE VEHICLE(S) DESCRIBED IN THIS VEHICLE PURCHASE ORDER. DEALER'S LIABILITY HEREUNDER IS LIMITED TO THE "TOTAL ORDER PRICE" AS STATED ABOVE.  \_\_\_\_\_

"The Undersigned warrants having full authority to complete the order on behalf of the Purchaser(s)"

Sign: \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
 TRUCK CENTERS, INC. (Ownership) PURCHASER  
 Print: \_\_\_\_\_ **Print:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
 TRUCK CENTERS, INC. (Ownership) PURCHASER  
**Date:** \_\_\_\_\_



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

July 31, 2023

To: Board of Public Works and Safety  
From: Shannon Marks  
Subject: Subscription Agreement with LexisNexis

This office recommends that the Board approve and authorize the Mayor to execute the attached subscription agreement with LexisNexis, a division of RELX, Inc. This multi-year agreement through 2026 is a license for Legal Department employees to access Lexis+ which is an online legal research database. The subscription is an upgrade to a new platform for no additional cost to the City in 2023. With the multi-year agreement, the City is locked in with a 5% price increase in 2024 through 2026.

**Suggested Motion:**

Approve and authorize Mayor to execute the subscription agreement with LexisNexis, a division of RELX, Inc. for the license to access and use Lexis+.

<b>“Subscriber” Name: City of Goshen,IN Legal Department</b>
<b>Account Number: 4255ZJ9SW</b>
<b>“LN”:</b> LexisNexis, a division of RELX Inc.

### 1. Subscription Agreement

LexisNexis, a division of RELX Inc. (“LN”) grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+® and the materials available therein (“Materials”) pursuant to terms set forth in the LexisNexis General Terms and Conditions (“General Terms”) and the pricing set forth in the Price Schedule (“Price Schedule”) (the General Terms together with the Price Schedule is collectively referred to as the “Subscription Agreement”), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

### 2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber’s organization is as set forth below. A “Government Professional User” is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

<b>Number of Government Professional Users:</b>	<b>4</b>
---	----------

2.2 A “Support Staff User” is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID’s may be issued to support staff for each Government Professional User accounted for above.

<b>Number of Support Staff Users:</b>	<b>4</b>
---------------------------------------	----------

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber’s organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber’s organization (the “Reference Number”) as Subscriber has specified above.

- (i) At LN’s request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

### 3. Lexis+ Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber’s commitment for the Lexis+ product offering will begin upon the date Subscriber’s billing account (“Account Number”) is activated (“Activation”) and will continue for the last period set forth in Section 3.2 below (the “Committed Term”). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION)

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
National Primary Enhanced	1011511	4
Lexis+™ Practical Guidance - State & Local Government	1534660	4
All Briefs, Pleadings & Motions	1010612	4

3.2 In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the “Monthly Commitment”) during the periods set forth below.

Committed Term	Monthly Commitment
9/1/2023-12/31/2023	\$180
1/1/2024-12/31/2024	\$230
1/1/2025-12/31/2025	\$242
1/1/2026-12/31/2026	\$255

3.3 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge (“Out of Plan Materials”). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User’s search.

To have Out of Plan Materials available for your Authorized Users, initial here \_\_\_\_\_  
(Initial)

3.4 Use of Lexis+ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5 LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

**4. Closed Offer**

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before t.

**5. Confidential Information**

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

**6. Support and Training**



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION)

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

**7. Miscellaneous**

7.1 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.

7.2 If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

**LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.**

**AGREED TO AND ACCEPTED BY:**

<b>Subscriber: City of Goshen,IN Legal Department</b>
[MUST BE COMPLETED BY SUBSCRIBER]
<b>Authorized Subscriber Signature:</b> _____ <b>Printed Name:</b> _____ <b>Job Title:</b> _____ <b>Date:</b> _____

**LexisNexis, a division of RELX Inc.**

[COMPLETED BY LEXISNEXIS]
<b>Authorized Signature:</b> _____ <b>Name:</b> _____ <b>Job Title:</b> _____ <b>Date:</b> _____



**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT  
(NEW SUBSCRIBER VERSION)**

CUSTOMER INFORMATION (Please type or print):	
<b>Organization Name: (Full Legal Name)</b>	City of Goshen,IN Legal Department
<b>Billing Frequency:</b>	<input type="checkbox"/> Monthly <span style="margin-left: 100px;"><input type="checkbox"/> Annually</span>
<b>Physical Address</b>	<b>Invoice Address</b>
<b>Street Address:</b>	on file
<b>City:</b>	on file
<b>State:</b>	
<b>Zip:</b>	
<b>County:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>Parent Company: (if applicable)</b>	

**Type of Organization:**

Legislative       Judicial       Executive

Professional User:    on file      Practicing Area of Law: \_\_\_\_\_  
 Support Staff: \_\_\_\_\_      Employer Identification Number: \_\_\_\_\_  
 Bar No: \_\_\_\_\_      Issuing State: \_\_\_\_\_  
 Date Issued/Expiration Date: \_\_\_\_\_      Organization Web Address: \_\_\_\_\_

Tax Exempt:     Yes (attach Sales Tax Exemption Certificate)    MSA:     Yes     No  
 No

Tax ID No: \_\_\_\_\_      State Contract No:  
 (If applicable)  
 PO No:  
 (If applicable)

**Contacts:**

	Name	Telephone	Email
<b>Installation:</b>	on file		
<b>Billing:</b>	_____	_____	_____
<b>Policy/Legal Notification:</b>	_____	_____	_____
<b>Scheduling/Training:</b>	_____	_____	_____





**LEXIS+® SUBSCRIPTION AGREEMENT  
FOR STATE/LOCAL GOVERNMENT**  
(NEW SUBSCRIBER VERSION)

**Name** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**Super Admin:** on file \_\_\_\_\_

**Email** \_\_\_\_\_ **IP Address** \_\_\_\_\_

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached <input type="checkbox"/> )	ID HOLDERS' TITLES/POSITIONS	ID HOLDERS' EMAIL ADDRESSES	LOCATION/ADDRESS
on file			



Engineering Department  
CITY OF GOSHEN

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

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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board  
FROM: Goshen Engineering  
RE: **WILDEN AVENUE RECONSTRUCTION CO#6  
(JN: 2014-0035)**  
DATE: July 31, 2023

---

Attached please find Change Order No. 6 for the contract with Rieth-Riley for the Wilden Avenue Reconstruction project.

The Phase 1 and Phase 2 water main layout was revised to improve constructability and future functionality, and because of water main connections between pressure zones that varied from the plans. Different storm pipe material and additional manhole coatings were also required, due to limited separation to the adjusted water main. This change order includes costs for construction and field layout related to these plan revisions, removal of a conflict storm structure, and a mailbox bank requested by the Goshen Post Office.

The original contract amount plus additions from Change Order No. 1 through Change Order No. 5 was \$7,143,508.83. Change Order No. 6 increases the contract price by \$131,810.09 (1.89% of the original contract amount) making the current contract amount \$7,275,318.92 and adds 9 days to the intermediate completion date for Phase 1 & Phase 2 to accommodate the additional work.

<b>Original contract amount</b>	<b>\$6,965,019.56</b>
Change Order No. 1	\$ 1,221.51
Change Order No. 2	\$ 12,289.76
Change Order No. 4	\$ 134,090.00
Change Order No. 5	\$ 30,888.00
Change Order No. 6	\$ 131,810.09
<b>Revised contract amount</b>	<b>\$7,275,318.92</b>

**Suggested Motion: Move to approve and authorize the mayor to sign Change Order No. 6 increasing the contract amount by \$131,810.09, for a revised contract amount of \$7,275,318.92 and 9 additional days.**

Contract No:R -37647

Change Order No.: 006

**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

Page: 1

**Contract Information**

District:FT. WAYNE DISTRICT

Contract No.: R -37647

AE:Koch, Michael

Letting Date:05/05/2022

PE/S:Wakeman, John

Status:Draft

**Change Order Information**

Date Generated: 00/00/0000

Change Order No.: 006

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Construction Engineering, Plan Revisions

Original Contract Amount

\$ 6,965,019.56

Current Change Order Amount

\$ 131,810.09

Percent: 1.893 %

Total Previous Approved Changes

\$ 178,489.27

Percent: 2.563 %

Total Change To-Date

\$ 310,299.36

Percent: 4.456 %

Modified Contract Amount

\$ 7,275,318.92

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 08/21/2022 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 9

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ DDCM:\_\_\_\_\_

SS Days\_\_\_\_\_

SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary

**Review and Approval Information**

Required Approval Authority AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ \* DDCM: \_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_  
If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No:R -37647  
 Change Order No:006

INDIANA  
 Department of Transportation

Date:07/27/2023  
 Page: 3

Contract: R -37647  
 Project: 1400715 - State:140071500LC2  
 Change Order Nbr: 006  
 Change Order Description: Construction Engineering, Plan Revisions  
 Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount	Change
0061	1400715	0061	715-05149	LFT	93.720	-49.000	C	Amount:\$	-4,592.28
<b>Item Description:</b> PIPE, TYPE 2, CIRCULAR, 12 IN.									
Supplemental Description1:									
Supplemental Description2:									
0062	1400715	0062	715-05151	LFT	103.720	-289.000	C	Amount:\$	-29,975.08
<b>Item Description:</b> PIPE, TYPE 2, CIRCULAR, 15 IN.									
Supplemental Description1:									
Supplemental Description2:									
0066	1400715	0066	715-05408	LFT	40.950	-239.000	C	Amount:\$	-9,787.05
<b>Item Description:</b> PIPE, SANITARY SEWER, 8 IN.									
Supplemental Description1:									
Supplemental Description2:									
0075	1400715	0075	720-11756	EACH	4,300.000	15.000	C	Amount:\$	64,500.00
<b>Item Description:</b> MANHOLE INTERIOR PROTECTIVE COATING									
Supplemental Description1:									
Supplemental Description2:									
0143	1400715	0143	611-06497	EACH	82.110	30.000	C	Amount:\$	2,463.30
<b>Item Description:</b> MAILBOX ASSEMBLY SINGLE									
Supplemental Description1: , Temporary Mailbox									
Supplemental Description2: Phase 1 and Phase 2									
0144	1400715	0144	715-06651	LFT	82.250	140.000	C	Amount:\$	11,515.00
<b>Item Description:</b> WATER LINE 2 IN									
Supplemental Description1: Water Main Poly									
Supplemental Description2:									
0145	1400715	0145	715-94780	LFT	98.090	160.000	C	Amount:\$	15,694.40
<b>Item Description:</b> WATER MAIN DUCTILE IRON 6 IN									
Supplemental Description1: , Water main									
Supplemental Description2:									
0146	1400715	0146	715-05147	LFT	53.340	239.000	C	Amount:\$	12,748.26
<b>Item Description:</b> PIPE TYPE 2 CIRCULAR 8 IN									
Supplemental Description1: Revised Water main grade STR 200 - STR 201									
Supplemental Description2: C-900									
0147	1400715	0147	715-05118	LFT	169.350	49.000	C	Amount:\$	8,298.15
<b>Item Description:</b> PIPE TYPE 1 CIRCULAR 12 IN									
Supplemental Description1: Revised pipe STR 30									
Supplemental Description2:									
0148	1400715	0148	715-05147	LFT	141.620	25.000	C	Amount:\$	3,540.50
<b>Item Description:</b> PIPE TYPE 2 CIRCULAR 8 IN									
Supplemental Description1: Extra pipe work									

Supplemental Description2:

0149	1400715	0149	715-09455	LFT	173.940	289.000	C	Amount:\$	50,268.66
<b>Item Description:</b> PIPE TYPE 2 CIRCULAR 16 IN									
Supplemental Description1: C-900 Pipe for Stormwater									
Supplemental Description2: STR. 17 - 19 , STR. 19 - 21									
0150	1400715	0150	202-01000	LS	3,894.130	1.000	C	Amount:\$	3,894.13
<b>Item Description:</b> STRUCTURES AND OBSTRUCTIONS REMOVE									
Supplemental Description1: Removal of Unknown Storm Structure									
Supplemental Description2:									
0152	1400715	0152	105-06845	LS	3,242.100	1.000	C	Amount:\$	3,242.10
<b>Item Description:</b> CONSTRUCTION ENGINEERING									
Supplemental Description1: Plan Revisions									
Supplemental Description2:									

Total Value for Change Order 006 = \$ 131,810.09

**Milestone Time Adjustment**

MileStone Nbr: 02  
 Milestone Description: INTERMEDIATE COMPLETION DATE, PHASE 1 AND 2  
 Original Completion dt: 08/25/2023 Adj compl dt 09/03/2023 Adj No. of Days 9  
 Explanation: Extra Days needed for the additional coating of storm structures. Due to placement of the water lines and sanitary lines these structures need to be coated per the City of Goshen. This was all discussed in Rev. 4 of the plans.

**Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.**  
 General or Standard Change Order Explanation

A contract time adjustment is required for this change and has been addressed herein.  
 General or Standard Change Order Explanation

Following the conclusion of work of Phase 3 and 4 work in 2022, the City of Goshen requested revisions to the planned water main and storm sewer that was to be constructed in Phases 1 and 2 in 2023. The revisions added minor length of pipe to the project, but changed the location and layout of the proposed water main and storm sewer considerably, in addition to requiring changes in pipe type for portions of the storm sewer. This change order adds CLN Item 152 to compensate Bertsch-Frank Associates (BFA) for additional construction engineering work to modify files and complete additional field layout resulting from the changes. CLN Items 145 through 149 have been created as a result of the plan changes. The proposed changes in the water main resulted in 2 additional water services being needed for houses that weren't included in the original plan. The footage of pipe for this item represents the estimated length for the 2 added services. CLN items 146 and 148 are for the same size of pipe but the pipe types are required to be different, so 2 separate line items have been created. Due to shifting of the water main alignment, the run of pipe from Str. 200 to Str. 201 needed to be water main grade pipe. The price increase for Item 146 is for material costs only, as verified by contractor submitted invoices. Item 147 is for a new run of pipe that was necessary due to the City plan revisions. The original contract does contain an item for 12" Type 2 pipe, however, this added run of pipe covered by Item 147 is required to be water main grade pipe and none of the originally planned runs of Type 2, 12" pipe were. Item 147 includes the material and labor specifically for this run of pipe as it's the only one of this size required to be water main grade pipe. The run of pipe for Item 149 was also switched to water main grade pipe due to the changes in the water main alignment. This particular run of pipe was planned to be 15" pipe, but the necessary C-900 pipe is not available in 15" diameter. As a result, Item 149 was created for 16" water main grade pipe, which is the closest available size to 15" pipe. Following meetings with the USPS, it was agreed that mail delivery within the closed portion of the project during Phases 1 and 2 would be unsafe for the mail carrier. With vehicular access being pushed to the alley's behind the houses, it would not be convenient or safe for the mail carrier to be repeatedly walking this route. The City and USPS requested to have temporary mailbox assemblies constructed and placed onsite at a safe location for the mail carrier and residents. CLN Item 143 is being created to account for the construction, placement, and removal of the temporary mailbox assemblies. An unknown sewer structure was found during the initial work on Phase 2 in spring 2023 near Sta. 22+60, which was in direct conflict with the proposed sanitary sewer. The City did not have any prior records of the structure but believed it to be a storm structure, and authorized the removal as opposed to rerouting the sewer. CLN Item 150 is a lump sum item created to cover the costs of removal and disposal of the structure. The City of Goshen identified an additional 15 manholes to be epoxy coated. The existing unit price for CLN 0075 was accepted by Rieth-Riley and will be used for payment. Rieth-Riley estimated an additional 9 days will be needed to complete the work on the added structures, which are included in this change order. They will be added to the Intermediate Completion Date for Phases 1 and 2. No additional time was requested or is warranted for any of the other items on this change order, all of which have been determined to be participating. The INDOT AE and Goshen ERC are aware of the changes and have authorized each.

**Change Order Explanation for Specific Line Item**

Contract No:R -37647  
Change Order No:006

INDIANA  
Department of Transportation

Date:07/27/2023  
Page: 5

\*\*\*\*\*  
It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
Notification and consent to this change order is hereby acknowledged.

Contractor: Trieth Roley Construction  
Date: 7/28/23

Signed By: 

\*\*\*\*\*  
NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37647  
Change Order No:006

INDIANA  
Department of Transportation

Date:07/27/2023  
Page: 6

APPROVED FOR LOCAL PUBLIC AGENCY



(SIGNATURE)

Dir. Pub. Wks (ERC)

(TITLE)

7.28.23

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S



APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
----------------	------------------	------	--------





**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

**TO:** Board of Works and Safety and Stormwater Board  
**FROM:** Goshen Engineering  
**RE:** **WILDEN AVENUE RECONSTRUCTION CO#7  
(JN: 2014-0035)**  
**DATE:** July 31, 2023

Attached please find Change Order No. 7 for the contract with Rieth-Riley for the Wilden Avenue Reconstruction project.

This change order supersedes and replaces Change Order No. 5, which included costs related to the addition of water service taps to the project. According to the original project specifications, the City was responsible for making all water service taps to the new water main. The cost for these taps was originally submitted as a participating line item. However, as the project specifications required taps by the City of Goshen, the cost of adding taps to the project is non-participating. Change Order No. 7 does not change the contract price or duration, but only designates 100% local funding.

The original contract amount plus additions from Change Order No. 1 through Change Order No. 6 is \$7,275,318.92. Change Order No. 7 replaces Change Order No. 5.

<b>Original contract amount</b>	<b>\$6,965,019.56</b>
Change Order No. 1	\$ 1,221.51
Change Order No. 2	\$ 12,289.76
Change Order No. 4	\$ 134,090.00
Change Order No. 5	\$ 30,888.00
Change Order No. 6	\$ 131,810.09
Change Order No. 7	\$ 30,888.00
<b>Revised contract amount</b>	<b>\$7,275,318.92</b>

**Suggested Motion:** Move to approve and authorize the mayor to sign Change Order No. 7, which replaces Change Order No. 5 and designates local-only funding for an amount of \$30,888.00.

**INDIANA Department of Transportation**  
**Construction Change Order and Time Extension Summary**

**Contract Information**

District:FT. WAYNE DISTRICT

Contract No.: R -37647

AE:Koch, Michael

Letting Date:05/05/2022

PE/S:Wakeman, John

Status:Draft

**Change Order Information**

Date Generated: 00/00/0000

Change Order No.: 007

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Water Service Connections

Original Contract Amount

\$ 6,965,019.56

Current Change Order Amount

\$ 30,888.00

Percent: 0.444 %

Total Previous Approved Changes

\$ 178,489.27

Percent: 2.563 %

Total Change To-Date

\$ 209,377.27

Percent: 3.007 %

Modified Contract Amount

\$ 7,174,396.83

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ DDCM: \_\_\_\_\_

SS Days \_\_\_\_\_

SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ \* DDCM:\_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K - ) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Required? Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_  
If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No:R -37647  
Change Order No:007

INDIANA  
Department of Transportation

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Contract: R -37647  
Project: 1400715 - State:140071500LC2  
Change Order Nbr: 007  
Change Order Description: Water Service Connections  
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0142	1400715	0142	715-11896	EACH	468.000	-66.000	C	Amount:\$ -30,888.00
<b>Item Description:</b> WATER SERVICE CONNECTION								
Supplemental Description1: , Tapping Main for Service								
Supplemental Description2:								
0151	1400715	0151	715-07794	EACH	468.000	66.000	C	Amount:\$ 30,888.00
<b>Item Description:</b> WATER MAIN CONNECTIONS								
Supplemental Description1: Watermain connections								
Supplemental Description2:								

Total Value for Change Order 007 = \$ 0.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.  
General or Standard Change Order Explanation

A contract time adjustment is not required for this change.  
General or Standard Change Order Explanation

This contract includes pay item 0059 "Water Service Line", which is intended to compensate the contractor by the linear foot for installation of a new water service (pg. 106). The CIB also states that the Goshen Water Department will make all tap connections to the existing main (pg. 104), including those for taps for new water service lines. Following discussion, the City agreed that it would be best to have the contractor complete the taps to the main for the services. Rieth-Riley acknowledged that the only cost not included in their Water Service Line bid price is just the tap itself. The price was submitted and accepted by the City for the work involved. This change order creates a new line item for each line tap for a new service. This change was approved by the City of Goshen ERC, and also by the INDOT AE and PM. The Water Service Line item is non-participating per the original contract and therefore this item is non-participating as well. This change order supersedes Change Order 5, which was written for the work to be participating. There is no change in the work or pricing, only the participation. No additional time was requested by the contractor for this work, nor is any time being granted.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
Notification and consent to this change order is hereby acknowledged.

Contractor: Rieth Riley Construction  
Date: 6/30/23

Signed By: [Signature]

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37647  
Change Order No:007

INDIANA  
Department of Transportation

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APPROVED FOR LOCAL PUBLIC AGENCY



(SIGNATURE)



(TITLE)



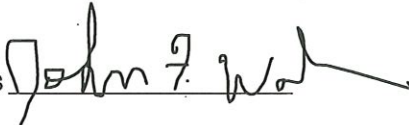
(DATE)

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(SIGNATURE)

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(DATE)

SUBMITTED FOR CONSIDERATION

PE/S 

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
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