



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

Regular Meeting Agenda

**2:00 p.m., November 20, 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: November 13, 2023**

**Approval of Agenda**

- 1) Police Department presentation:** Life Saving Award for Officer Tyler Schaaf
- 2) Police Department presentation:** Life Saving Award for School Resource Officer Tara Powell
- 3) Lacasa request:** Approve the placement of a construction materials dumpster in the street parking spaces in front of The Hattle Apartments, 210 E Lincoln Ave., Nov. 27-Dec. 21, 2023
- 4) Legal Department request:** Approve and authorize Mayor Leichty to execute the agreement with Teamsters Local Union No. 364
- 5) Stormwater Department request:** Approve the Stormwater Department's request to purchase the 1.69 acres located in the 200-300 Block of South Indiana Avenue for the amount of \$25,000 and to approve the Mayor signing the purchase agreement
- 6) Engineering Department request:** Approve the balancing Change Order No. 7, decreasing the contract \$95,003.30, for a final contract amount of \$1,350,671.26
- 7) Engineering Department request:** Deny modifying the intersection of Hackberry Drive and Sourwood Drive from a 2-way stop into an all-way stop
- 8) Engineering Department request:** Deny lowering the speed limit throughout the Ridgeview Place subdivision



**9) Engineering Department request:** Deny the installation of deaf child awareness signs along Cottage Avenue

**10) Engineering Department request:** Approve the 2024 Transportation Asset Management Plan for submittal to INDOT through the Local Technical Assistance Program

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD MINUTES OF THE NOVEMBER 13, 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, Barb Swartley and Mary Nichols

**Absent:** Orv Myers

**CALL TO ORDER:** Mayor Gina Leichty called the meeting to order at 2:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Oct. 30, 2023 Regular Meeting prepared by Clerk-Treasurer Aguirre. Board Member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board Member Mary Nichols. Motion passed 4-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the meeting agenda as submitted by the Clerk-Treasurer. Board member Landis moved to approve the agenda as presented and Board member Nichols seconded the motion. Motion passed 4-0.

### **1) Business request: Borntramer, Inc. request for four parking spaces at 126 S. Main Street on Nov.14, 2023**

**Derick Yeoman**, owner and president of Borntramer, Inc., told the Board his company will be working on the front slate roof area of Snyder's Men's Shop, 126 South Main St., and he would like to block off four Main Street parking spots and also the sidewalk in front of the store to work on the front facade using a construction man lift. In his written request, **Yeoman** asked to block the parking spots and sidewalk on Nov. 14, 2023 from 7 a.m. to 5 p.m. He wrote that the closure would allow his workers to change the slate tiles on the front of the building and repair the front gutter. He also wrote that his company has barricades, flags and cones to block all of these areas off, and his workers would remove them as soon as the work was finished to get the area opened back up as soon as possible. Attached to the agenda meeting packet was a map **Yeoman** provided of the parking area. He marked the area that he wanted to be blocked off.

**Mayor Leichty** asked **Yeoman** if he had notified his neighbors. Yeoman said he had done so.

**Board member Landis** confirmed with Yeoman that he would be blocking the sidewalk and the parking spaces.

Asked if there was an alternate day if the work could not be completed on Nov. 14, **Yeoman** said he would just need to rent a lift, perhaps Thursday

**Landis/Nichols** made a motion to approve closure of the sidewalk and parking spaces in front of 126 S. Main Street for Nov. 14, 2023 from 7 a.m. to 5 p.m. and if that is not possible, an alternate day can be used this week. Motion passed 4-0.

### **2) Resident request: Reliance Construction seeking approval for sidewalk closures**

**Robert L. Thatcher**, an estimator for Reliance Construction, Inc. of Nappanee, said construction is well underway on a major redevelopment project to the Kyle and Amanda Stiffney home at 702 South 6th St.

In a written request to the Board, **Thatcher** wrote that this project has included the demolition of a major portion of three levels of above grade space, the entire garage and portions of the existing basement level. A major new addition to the home has recently commenced including the excavation and pouring the new concrete foundation walls and the installation of precast Stress-core structural concrete flooring spanning the new basement. He said the next phases include framing the new improvements, setting roof trusses, decking, and more.



**Thatcher** wrote that given the scope and scale of this redevelopment project and the urban environment, Reliance Construction strongly believed that the closure of the sidewalks on South 6th Street and especially East Douglas Street, was vital from a public safety perspective. Large trucks, excavators and other equipment are regularly active on this construction site. In addition, roof trusses and long span materials are staged in advance around the perimeter of this property.

As set forth in the aerial photograph provided in the agenda meeting packet, **Thatcher** wrote that Reliance was closing the sidewalks from the outer line inward, toward the project work site. The company erected wood stanchion's and attached a snow fence to define the perimeter barrier. It also attached signage giving public notice.

**Thatcher** also wrote that Reliance Construction and the homeowners were conscious of the impact on the neighborhood and have mitigated the impact of the closure. For instance, the sidewalks were re-opened on Halloween. Thatcher wrote that the immediate area has full public access to the streets and sidewalks adjacent to this rather small area of closure(s) providing the public with full and easy ingress/egress.

**Thatcher** originally requested approval to maintain these safety features through the conclusion of this project, with completion potentially in August 2024.

However, **Thatcher** said that in response to letters forwarded from the Clerk-Treasurer today by neighbors who objected to the 6<sup>th</sup> Street sidewalk closure and a communication from the City (**EXHIBIT #1**), Reliance and the homeowners agreed to reopen the sidewalk by the end of the day, but wanted to maintain the closure of the sidewalk on Douglas Street.

In response to a question from **Board member Swartley**, **Thatcher** said the applicant wanted to keep the closure of Douglas Street in place until August 2024 and potentially into September 2024.

In response to a question from **Board member Landis**, **Thatcher** said a portion of the Douglas Street sidewalk would be replaced and improved.

**Board member Landis** said it was clear heavy equipment was needed at the start of the project, but he wondered why such a long closure was being requested. **Thatcher** said he expected that heavier trucks would need access to the site for many months. Board member Landis said after an initial period, there should not be a need for heavier equipment to access the site.

In response to a question from **Board member Swartley**, **Thatcher** said a dumpster remains on the site. He said a primary concern of workers is public safety.

**Mayor Leichty** asked if Board members would be more comfortable with a shorter sidewalk closure and revisiting the issue if necessary. **Board member Landis** said he wasn't comfortable approving such a long closure. He said he would be open to a six-month closure and extending it if necessary. **Board member Swartley** said that also made sense to her.

**Landis/Nichols then made a motion acknowledging that the sidewalk on 6<sup>th</sup> Street adjacent to the home renovation project will be reopened by the end of the day, Nov. 13, 2023 and to approve closure of the Douglas Street sidewalk to Memorial Day (May 27) 2024 and that it then will reopen unless there is subsequent action by the Board. Motion passed 4-0.**

### **3) Legal Department request: Agreement with Barkes, Kolbus, Rife & Schuler, LLP for legal services**

**City Attorney Bodie Stegelmann** told the Board that attached to the agenda meeting packet for the Board's approval and execution was an agreement with Barkes, Kolbus, Rife & Shuler, LLP for attorney services for the calendar year 2024.

**Stegelmann** said that for 2024, the bi-weekly salary paid to **Jim Kolbus** to act as Planning and Zoning Attorney will be increased to \$341.38, and the hourly rate paid to **Don Shuler** to act as Assistant City Attorney is \$51.97 (as provided in the City's 2024 Salary Ordinance). Shuler is expected to work twenty (20) hours per week, on average.



In memorandum to the Board, **Stegelmann** wrote that beginning in 2024, the firm will be paid \$214 per hour for all other services rendered on behalf of the City or its departments, provided such services are not covered by the compensation paid to Jim Kolbus as Planning and Zoning Attorney, or the compensation paid to Don Shuler. The firm will be compensated \$267 per hour for projects where City's legal fees are paid from a non-City funding source. **Landis/Nichols made a motion to approve and execute the agreement with Barkes, Kolbus, Rife & Shuler, LLP for 2024 attorney services. Motion passed 4-0.**

#### **4) Legal Department request: Resolution 2023-35, *Establishing Rules for Use of the City's Public Recycle Drop-off Site***

**City Attorney Bodie Stegelmann** told the Board that on April 17, 2023, the Common Council adopted Ordinance 5156, restricting a person from leaving, placing, throwing, or depositing solid waste of any kind at the City's recycling drop-off site unless the person reasonably believes that the solid waste is in fact a recyclable material and the solid waste is placed in containers provided by the City. Stegelmann said Ordinance 5156 also requires persons depositing recyclable materials at a public recycling drop-off site to follow all rules for use of the public facility adopted from time to time by the City Board of Public Works and Safety.

**Ordinance 5156 may be enforced in the City's Ordinance Violations Bureau or by filing a lawsuit for violation in a court of competent jurisdiction in Elkhart County. Ordinance 5156 also requires persons depositing recyclable materials at a public recycling drop-off site to follow all rules for use of the public facility adopted from time to time by the Goshen Board of Public Works and Safety.**

**Stegelmann** said the City wants to have the Board approve the rules attached to Resolution 2023-35. It states:

- **The City contracts for transport and management of collected recyclable material;**
- **The City's contract with the hauler identifies loads contaminated with non-recyclable material can be denied transport and become the City's disposal responsibility;**
- **The City has posted signs in English and Spanish at the City's public recycling drop-off site identifying the materials that are suitable for entry into the recycling containers;**
- **The City has posted signs in English and Spanish identifying the site is video monitored and video cameras are in place to document use of the site; and**
- **The Board of Public Works and Safety now seeks to adopt rules for the use of the City's public recycling drop off site, under the authority delegated to it by Ordinance 5156.**

#### **Under Resolution 2023-35:**

1. The Rules for Use of Public Recycling Drop-off Site Adopted by Goshen Board of Public Works and Safety Resolution 2023-35, attached hereto and made a part hereof, are hereby adopted.
2. The rules adopted by this resolution shall be posted at the public recycling drop off site operated by the City in a manner that substantially communicates the rules adopted.
3. The City may enforce Ordinance 5156 and these rules through City staff and the use of video surveillance, as well as any other reasonable means. City staff may exercise discretion and provide a written warning to persons violating ordinance 5156 for these rules, prior to seeking enforcement through the ordinance violations Bureau action in court.

#### **Resolution 2023-35 would establish the following rules for the Recycling Drop-off Site:**

1. **A person may leave solid waste materials at the City's public recycling drop-off site only if the person reasonably believes that the solid waste is in fact a recyclable material and the solid waste is placed into containers provided by the City, or the City's agent, for collection of recyclable materials.**
2. **Only the following Solid Waste materials shall be considered recyclable, and subject to disposal at the City's public recycling drop-off site, under ordinance 5156:**



- a. Cardboard, paperboard, newspaper, magazines/catalogs, copy paper, mail, and other paper products;
- b. Glass products (clear and colored bottles and jars);
- c. Clean plastic containers labeled as #1 through #7;
- d. Household metal containers (aluminum, steel, tin, and bi-metal).

**3. The following solid waste materials may not be deposited at the City's public recycling drop-off site:**

- a. Clothing;
- b. Construction materials;
- c. Auto parts;
- d. Plastic bags, chip bags, and medical items;
- e. Styrofoam, paper cartons, paper towels, napkins, and diapers;
- f. Electric cords, televisions, electronics, tarps, furniture, and light bulbs;
- g. Fluids of any type;
- h. Any solid waste that may be considered hazardous;
- i. Any solid waste identified on signs posted at a City public recycling drop-off site as not being allowed for deposit at the public recycling drop-off site;
- j. Items that contain recyclable materials, but are combined with metals, fabrics, or other non-recyclable materials.

**4. No person may remove Solid Waste materials deposited at a City public recycling drop-off site without the approval of the City's Department of Environmental Resilience.**

**Board member Landis** asked about the fines for violations. **City Attorney Stegelmann** said the fines will be outlined in the ordinance for the Ordinance Violations Bureau. He said enforcement will be by City staff. If there is non-compliance, Stegelmann said City staff can go to Court and seek fines of up to \$2,500 per offense. He confirmed that the fines will follow the same procedures as other City violations.

**Landis/Nichols made a motion to approve Resolution 2023-35, Establishing Rules for Use of the City's Public Recycle Drop-off Site. Motion passed 4-0.**

**5) Legal Department request: Agreement with Peerless Midwest, Inc. for the Cleaning of Well 1A, Cleaning and Pump Overhaul of Well 14, and Pump and Motor Overhaul of High Service Pump 1.**

**Brandy Toms, a paralegal with the City Legal Department,** said that attached to the Board's agenda packet for the Board's approval and authorization for Mayor Leichthy to execute was an agreement with Peerless Midwest, Inc. **Toms** said the City of Goshen Water and Sewer Department wishes to enter into this agreement with Peerless-Midwest, Inc for the cleaning of Well 1A, cleaning and pump overhaul of Well #14, and pump and motor overhaul of Pump 1. The cost of this work will be \$134,795.

**Under the agreement, Peerless Midwest, Inc. would have the following duties:**

1. Contractor shall perform a five (5) day conventional cleaning of Well #1A utilizing surge tank and existing pump.
2. Contractor shall clean Well #14 utilizing the "Armour Method", whereby six (6) shots will be used over the course of three (3) weeks. Following the cleaning, the pump will be pulled, and the well will be video inspected. The pump and motor will be torn down and overhauled.
3. High Service Pump #1 will be pulled, torn down and inspected by Contractor. Following the inspection, the pump and motor will be overhauled and reinstalled.
4. Contractor agrees that any pumps pulled for an overhaul will be inspected and any results of the inspection will be communicated to City and no repairs shall be made without prior approval from City.

**Landis/Nichols made a motion to approve and authorize Mayor Leichthy to execute the agreement with Peerless Midwest, Inc. for the cleaning of Well 1A, cleaning and pump overhaul of Well #14, and the pump and motor overhaul of Pump 1 at a cost of \$134,795. Motion passed 4-0.**



**6) Legal Department request: Resolution 2023-38, Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** told the Board that the Police Department and City Court wish to dispose of personal property that is no longer needed or is unfit for the purpose for which it was intended. The estimated total value of the items is less than \$5,000, some items of which are worthless or of no market value.

**Marks** said Indiana Code § 5-22-22-6 authorizes selling the property at a public or private sale or transferring the property without advertising provided the estimated value of the Surplus Property is less than \$5,000; and Indiana Code § 5-22-22-8 authorizes junking property that is worthless or of no market value. Passage of Resolution 2023-38 would declare the property as surplus and authorize its disposal accordingly.

**According to Resolution 2023-38, the following would be declared surplus property:**

- 6 wooden frame/brown fabric guest chairs
- 24 metal frame/blue fabric stacking chairs
- 2 fabric task chairs
- 1 Copystar copy machine
- 3 wood L-shape desks with drawers
- 1 wood bookcase
- 2 metal mobile file drawer cabinets
- 1 metal stationary cabinet
- 1 wood 2-shelf cabinet
- 11 cubical wall panels

**Landis/Nichols made a motion to pass Resolution 2023-38, Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment. Motion passed 4-0.**

**7) Planning Department request: Acknowledge Community Development Block Grant (CDBG) Conflict of Interest Disclosure**

**Theresa Cummings, Community Development Specialist** told the Board that **Megan Peel** (formerly known as Megan Eichorn), an elected City Council member, began employment with Lacasa on Oct. 9, 2023 as the Development and Communications Manager. Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2023.

In a memorandum to the Board, **Cummings** wrote that Peel's role of employment at Lacasa is in communications, marketing and fundraising and is independent from contracts or activities related to CDBG. Her position is not in leadership or decision-making with Lacasa. Furthermore, Peel has agreed that in her role as a Council member, she will recuse herself in all matters between the City and Lacasa to avoid a perceived conflict of interest.

**Cummings** said a public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually, as long as Peel is serving in both capacities as Council member and as an employee of Lacasa. This annual disclosure is to cover the time period of employment, Oct. 9 through December 31, 2023. The disclosure is attached, to be acknowledged by the Board of Public Works and Safety.

**Landis/Nichols made a motion to acknowledge the Conflict of Interest Disclosure. Motion passed 4-0.**

**8) Planning Department request: Acknowledge Community Development Block Grant (CDBG) Conflict of Interest Disclosure**

**Theresa Cummings, Community Development Specialist** told the Board that Brett Weddell, an elected Common Council member, serves as Chair on Lacasa, Inc.'s Board of Directors.



Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2023. **Cummings** said in the interest of full transparency, Weddell was disclosing his service relative to Lacasa, noting that it is a volunteer position. He has agreed that in his role as a Council member, he will recuse himself in all matters between the City and Lacasa to avoid a perceived conflict of interest.

**Cummings** said a public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually, as long as Weddell is serving in both capacities as Council member and as a board member of Lacasa. This annual disclosure is to cover this year, 2023. The disclosure is attached, to be acknowledged by the Board of Public Works and Safety.

**Landis/Nichols made a motion to acknowledge the Conflict of Interest Disclosure. Motion passed 4-0.**

#### **9) Planning Department request: Acceptance of Plat for Keystone Square Fifteenth**

**City Planning & Zoning Administrator Rhonda Yoder** said that the secondary subdivision has been submitted for Keystone Square Fifteenth (Lot 19). The subject property is generally located on the north side of Keystone Drive, west of Lincolnway East, and is zoned Commercial B-3 PUD (Planned Unit Development), part of Keystone Square commercial subdivision that was granted primary approval by the Plan Commission on July 18, 2000.

**Yoder** said the subdivision meets the Keystone Square PUD and Zoning and Subdivision Ordinance (SO) requirements. The subdivision drainage plan was accepted by the Board of Works on Oct. 16, 2023. No surety/performance bond is required, as all public infrastructure is existing. The plat does not include dedication of right of way, but does include a number of easements.

**Yoder** asked the Board to accept the Keystone Square Fifteenth plat with easements and sign the plat.

**After clarifying the required action, Landis/Nichols made a motion to accept the Keystone Square Fifteenth plat with easements. The motion passed 4-0.**

#### **10) Engineering Department request: Extension of Tenth Street Road Closure and Temporary Parking Restriction (JN: 2022-0037)**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that Niblock Excavating has requested an additional extension for the closure of South 10th Street to through traffic, from East Jackson Street to East Reynolds Street, until Nov. 17, 2023.

**Sailor** said due to unexpected changes in crew availability, Niblock was not able to complete removal of tree stumps last week. This work is necessary to prepare for NIPSCO gas main relocation and road reconstruction. The road will only be closed when construction work is actively proceeding. On-street parking will be restricted during these times.

**Landis/Nichols made a motion to approve extending the road closure of 10th Street, from Jackson Street to Reynolds Street, from Nov. 14 to Nov. 17, 2023. Motion passed 4-0.**

#### **11) Engineering Department request: Agreement Amendment for Electrical Maintenance: Traffic Signals, School Flashers, Lighting, Airport, City Buildings (JN: 2024-0005)**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that attached to the Board's meeting packet was an agreement amendment with L&M Electric for the Electrical Maintenance of Traffic Signals, School Flashers, Lighting, City Buildings and the Airport.

**Sailor** said the amendment would extend the agreement from Jan. 1, 2024, through Dec. 31, 2024, under the same terms and conditions as the Feb. 15, 2021 contract. He said this would be the last extension under the contract.

In response to a question from **Board member Landis**, **Sailor** said this would just cover equipment on roads maintained by the City and not on state or federal government roads.

**Landis/Nichols moved to authorize the Mayor to execute the agreement amendment with L&M Electric to extend by one year, through Dec. 31, 2024, for Civil City Electrical Maintenance. Motion passed 4-0.**



**12) Engineering Department request: Agreement Amendment for Electrical Maintenance: Municipal Wastewater and Water Utilities (JN: 2024-0006)**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that attached to the Board's meeting packet was an agreement amendment with Middlebury Electric for the Electrical Maintenance for the Wastewater and Water Utilities.

**Sailor** said the amendment would extend the agreement from Jan. 1, 2024, through Dec. 31, 2024, under the same terms and conditions as the Feb. 17, 2021 contract. He said this would be the last extension for this service contract.

**Landis/Nichols made a motion to authorize Mayor Leichthy to execute the agreement amendment with Middlebury Electric to extend by one (1) year, through Dec. 31, 2024 for Utilities Electrical Maintenance. Motion passed 4-0.**

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

**Mayor Leichthy opened Privilege of the Floor at 2:24 p.m.**

**Mayor Leichthy** invited comments about Wilden Avenue from **City Director of Public Works & Utilities Dustin Sailor**. He said the City has received a commitment from its contractor, Rieth-Reily Construction Co., that Wilden Avenue will be reopened, and a ribbon-cutting ceremony will be held at 9:30 a.m. on Friday, Nov. 17.

**Board member Landis** asked for an update on College Avenue. **Sailor** said it has been open for two weeks.

**There were no further comments, so Mayor Leichthy closed the public comment period at 2:25 p.m.**

**13) Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 114 South 29th Street (Ronald E. Davidhizar, property owner)**

**At 2:25 p.m., Mayor Leichthy opened a public hearing on the Order of the City of Goshen Building Commissioner for the property at 114 South 29th Street (Ronald E. Davidhizar, property owner).**

In a memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that the **Board of Public Works and Safety needed to conduct an unsafe building hearing for the property located at 114 South 29th Street.**

Attached to the Board agenda packet was the Order of the City of Goshen Building Commissioner, dated Oct. 10, 2023, concerning the property.

**Shuler wrote that the Board needed to conduct a public hearing and then affirm, rescind, or modify the Building Commissioner Order and determine what action it will order concerning the property.**

**BACKGROUND:**

**On Oct. 10, 2023, through a written order, City Building Commissioner Myron Grise notified Ronald E. Davidhizar, the owner, that his property at 114 South 29th Street in Goshen was in violation of the City of Goshen Neighborhood Preservation Ordinance (City Code § 6.3.1).**

**Grise** reported that the Goshen Building Department first inspected the subject real estate and the vacant residential structure on March 27, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was reinspected on June 20, 2023, "which showed no significant improvement to the vacant residential structure at the real estate."

**Grise wrote that the following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department and have not been satisfactorily repaired or remedied:**



1. The residential structure has been severely damaged by fire so that it is easily accessible to persons and animals, a violation of Section 6.3.1. l(w). There are open doors and multiple broken windows allow access, and graffiti, drug paraphernalia, food products, trash, and other materials inside the residential structure demonstrate the residential structure's accessibility.
2. The fire damage to the structure has impacted the structural strength of exterior load bearing walls; interior walls have been compromised; multiple ceilings have collapsed; a floor has begun to collapse; and the roof assembly has severe fire and smoke damage and has lost its structure integrity; the roof has holes permitting weather to enter; all of which are violations of Section 6. 3 .1.1 ( u).
3. The structural strength of the entire house has been compromised due to fire and is in danger of collapse, a violation of Section 6.3.1.l(p).
4. Multiple areas of the foundation have cracks and holes, a violation of Sections 6.3.1. l(b) and (j).
5. The front steps are in disrepair and in danger of collapse, a violation of Sections 6.3.1.l(e) and (j).
6. The residential structure's chimney is beginning to pull away from the house, putting it at risk of falling, a violation of Section 6.3.1.l(z).
7. Multiple windows and doors are broken are not working properly, a violation of Section 6.3.1. l(d).
8. Multiple areas of siding are damaged due to fire and weather, a violation of Section 6.3.1.l(bb).
9. The electrical system is damaged and likely needs replacement due to fire, a violation of Section 6. 3 .1.1 (a).
10. The plumbing system is damaged and likely needs replacement due to fire and lack of usage, a violation of Section 6.3.1.l(a).
11. The heating and mechanical systems at the residential structure are damaged due to fire and lack of usage, a violation of Section 6.3.1. l(a).

**Grise** concluded that the residential structure “is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(l) through (6). The lack of structural integrity renders it in an impaired structural condition that makes it unsafe to person or property. The unsecured nature of the residential structure as evidenced by graffiti and the presence of drug paraphernalia renders it a fire hazard, a hazard to public health, and a public nuisance. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning its structural integrity of load bearing walls, leaking roof, chimney, and foundation cracks. The residential structural is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.”

**Grise** further wrote that “the condition of the residential structure warrants removal. In its present condition, as detailed above, the residential structure is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.”

**In this formal order, Grise:**

- Ordered the property owner to demolish the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before Nov. 9, 2023.
- Notified the property owner that failure to comply with this Order may result in the City of Goshen taking action to complete demolition and bill the property owner for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.
- Notified the property owner that a hearing would be held before the City Board of Public Works and Safety on Nov. 13, 2023 at 2 p.m. to review the Order of the City of Goshen Building Commissioner.



- That the property owner had the right to appear at this hearing, with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments.
- That if the property owner failed to appear at the time set for the hearing, the hearing would be conducted in his absence and the Board of Public Works and Safety had the right to affirm, rescind, or modify this Order.
- Notified the property owner that the failure to comply with Section 6 of this Order could result in a judgment of liability against the property owner in accordance with Indiana Code § 36-7-9-27.

**The City Legal Department certified that the Order of the City of Goshen Building Commissioner for the premises at 114 South 29<sup>th</sup> Street, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the property owner (Ronald E. Davidhizar) on Oct. 11, 2023:**

**A draft order by the City Legal Department was included in the Board's agenda packet.**

#### **NOV. 13, 2023 PUBLIC HEARING DISCUSSION AND OUTCOME:**

**Starting at 2:25 p.m., Mayor Leichty convened the hearing on the Order of the City of Goshen Building Commissioner for 114 South 29<sup>th</sup> Street. Ronald E. Davidhizar, property owner, who was NOT present. She swore in potential witnesses to give truthful testimony.**

**Assistant City Attorney Don Shuler** provided an overview of the public hearing. He began by providing written evidence that the property owner of 114 South 29<sup>th</sup> Street, Ronald E. Davidhizar, was provided notice of the hearing. **Shuler** said the Building Commissioner's order for the property was sent to Davidhizar, via certified mail, on Oct. 11, 2023. He provided the Board with Certificate of the Issuance of the Building Commissioner's Order, a U.S. Postal Service Certified Mail Receipt, which bore Davidhizar's signature and was dated Oct. 14, 2023, and a U.S. Postal Service Tracing form indicating that the certified letter was delivered at 11:07 a.m. on Oct. 14, 2023. These three documents were provided to the Board and entered into the hearing record (**EXHIBIT #2**).

**Shuler** told the Board that included in the meeting agenda packet was the Order of the City of Goshen Building Commissioner and a draft enforcement order that could be used depending on the outcome of today's hearing. He said the Building Department and the Legal Department would present their case primarily through the report and testimony of **City Building Inspector Travis Eash**.

**Eash** then provided a report about 114 South 29<sup>th</sup> Street (Ronald E. Davidhizar, property owner). As the hearing began, **Eash** distributed to Board members a packet of documents containing the following: a one-page memorandum to the Board, dated Nov. 13, 2023, which provided an update on the status of 114 South 29<sup>th</sup> Street; the five page Order of the City of Goshen Building Commissioner, a one page Certificate of Service, a four-page letter, dated May 9, 2023 and addressed to Ron Davidhizar, that detailed the outcome of a March 27, 2023 inspection of the property at 114 South 29<sup>th</sup> Street and the code violations that needed to be corrected by June 19, 2023, and 30 pages of photocopies of 120 color photographs taken by Eash during inspections of the home on March 27, 2023 and Nov. 13, 2023. This packet was made a part of the hearing record (**EXHIBIT #3**).

#### **Reading from his Nov. 13, 2023 memorandum to the Board, Eash said:**

"This morning I inspected the property at 114 S 29<sup>th</sup> Street. Photos from that inspection are attached along with photos from a previous inspection that was conducted March 27, 2023.

"A fire occurred at the property on November 7, 2021 causing extensive damage to the structure and the structural integrity of the house. Gas service, electrical, and remodel permits were all pulled on January 7, 2022. However, the photos taken in March of this year indicate no work had taken place during that permit time period and no inspections were conducted relative to those permits.



"The owner was again issued permits for window replacement, roof and remodel on Oct. 17 just four weeks ago, only after he received the Order of the City of Goshen Building Commissioner, which was completed on Oct. 10 and he signed for on Oct. 14. The work that has been started the last couple weeks would not pass any inspections today, and some of the work being done goes beyond the scope of permits that have been pulled.

"The structure is still unsafe and unsecure, the foundation cracks and concrete steps have only worsened. Ceilings throughout property are still collapsed, the structural strength of the roof assembly is still in question. Areas of the floor have been covered with plywood but not properly repaired. The house is still not weather tight.

**Eash** concluded, "Due to the extent of the fire damage, and lack of structural integrity and overall unsafe condition of the property and the lack of compliance and neglect from the owner, the Building Department recommendation is to find the structure unsafe and recommend demolition."

**Eash** said a review of the Building Commissioner's Order shows that of the 11 listed violations, "zero have been completed." He said the interior of the property has been cleaned and graffiti and trash have been removed and some fire-damaged furnishings removed.

**Eash** said there have been some repairs to the roof and walls, "but the integrity of that work would not pass inspection." He said the charred tops of walls have only been covered, and not repaired, plywood has been placed over the burned and collapsing floor and ceilings remain collapsed.

**Eash** said the fire occurred Nov. 7, 2021, but almost no work that would pass inspection has been done since then. He said he doesn't believe the property owner intended to repair the damage until he received the Oct. 10, 2023 Order of the City of Goshen Building Commissioner.

**Eash** also discussed the photos of the home, first taken March 27, 2023 and repeated on Nov. 13, 2023. He said a review of the photos would show that some work has been done, but the home still remains accessible and is still subject to further damage from rain and snow.

**Board member Landis** asked about the quality of work done on the home so far. **Eash** said the work done so far would need to be adjusted to pass inspection and some would need to be redone. He said if the work on the home was inspected today, it would fail. He added that some electrical work has been done without permits.

**Mayor Leichthy** asked if anyone else present wanted to speak during the hearing. No one did.

Noting that there didn't appear to be additional evidence to be presented, **Assistant City Attorney Shuler** asked Board members to review the draft Record of Action and Continuous Enforcement he had prepared for consideration by the Board. He said it contained the findings and enforcement actions the Building Department was recommending. He reviewed the suggested findings and motions to carry out the Building Commissioner's order.

**Based on the document, and with guidance from Shuler and City Attorney Bodie Stegelmann, the Board made the following findings and took the following actions through these motions:**

1. **Mayor Leichthy** made a motion, that was seconded by Board member Landis, that the Board finds that property owner Ronald Davidhizar was given proper notice of the Building Commissioner's Order and the Nov. 13, 2023 hearing and it was received AND that the time to complete the demolition required by the Order has passed, AND that the 11 violations found on the property still existed. The motion passed 4-0.

2. Board member Landis then made a motion, seconded by Board member Nichols, that the Board finds that the property at 114 South 29<sup>th</sup> is unsafe because it is in an impaired structural condition that makes it unsafe to person or property, is dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance and is vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance. The motion passed 4-0.



Before another motion was made, **Mayor Leichty, Board member Landis and Assistant City Attorney Shuler** discussed the possibility of making an additional finding – that the property owner “failed to demonstrate a willingness or intention to repair the unsafe building.” Ultimately, it was decided not to add that finding.

**3. Board member Landis then made a motion, seconded by Board member Nichols, that the Board finds that, based on the Board’s findings, that the property is unsafe and warrants demolition because it is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, property, and safety of the public is threatened and also that the home has compromised exterior and interior walls, collapsing ceilings, floors on the verge of collapse, a roof that lacks structural integrity, a chimney pulling away from house and cracks and holes in foundation. The motion passed 4-0.**

**Assistant City Attorney Shuler** summarized the findings made by the Board and said it could now order demolition or repairs of the property at 114 South 29<sup>th</sup> Street. He recommended that the Board order demolition. In response to questions from **Mayor Leichty and Board members Landis and Swartley, Shuler and City Attorney Stegelmann** outlined options to help expedite and ensure the demolition of the home on the property.

**4. Board member Landis then made a motion, seconded by Board member Nichols, that the Board affirm its previous actions and affirm the Building Commissioner’s Order and order that this unsafe building and real estate is ordered demolished within 30 days. Motion passed 4-0.**

At 2:59 p.m., **Mayor Leichty** closed the public hearing on the Order of the City of Goshen Building Commissioner for the property at 114 South 29<sup>th</sup> Street (Ronald E. Davidhizar, property owner).

#### **Approval of Civil City and Utility Claims**

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

#### **Adjournment**

**Mayor Leichty** adjourned the Board of Works meeting at 2:59 p.m.

**EXHIBIT #1: Copies of emailed letters from neighborhood residents Kelli Bowser, Chris Herr and Tamie Herr and responses from City Director of Public Works & Utilities Dustin Sailor and Robert Thatcher of Reliance Construction, Inc. regarding the proposed closure of the sidewalks on Douglas and 6<sup>th</sup> Streets during the reconstruction of the home at 702 South 6<sup>th</sup> Street. The letters, which were received by the Clerk-Treasurer on Nov. 13, 2023, were forwarded to Board of Public Works and Safety members, City staff members and Robert Thatcher. Copies of the emails also were distributed to Board members before consideration of agenda item 2) Resident request: Reliance Construction seeking approval for sidewalk closure.**

**EXHIBIT #2: Three documents provided by Assistant City Attorney Don Shuler to the Board of Public Works and Safety and entered into the record during consideration of agenda item 13) Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 114 South 29<sup>th</sup> Street (Ronald E. Davidhizar, property owner).**



***These documents provided written evidence that the property owner of 114 South 29th Street, Ronald E. Davidhizar, was provided notice of the hearing. The documents consisted of a Certificate of the Issuance of the Building Commissioner's Order, a U.S. Postal Service Certified Mail Receipt, which bore Davidhizar's signature and was dated Oct. 14, 2023, and a U.S. Postal Service Tracing form indicating that the certified letter was delivered at 11:07 a.m. on Oct. 14, 2023.***

***EXHIBIT #3: A packet of documents City Building Inspector Travis Eash distributed to the Board of Public Works and Safety during consideration of agenda item 13) Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 114 South 29th Street (Ronald E. Davidhizar, property owner). The packet contained the following: a one-page memorandum to the Board, dated Nov. 13, 2023, which provided an update on the status of 114 South 29th Street; the five page Order of the City of Goshen Building Commissioner; a one page Certificate of Service, a four-page letter, dated May 9, 2023 and addressed to Ron Davidhizar, that detailed the outcome of a March 27, 2023 inspection of the property at 114 South 29th Street and the code violations that needed to be corrected by June 19, 2023; and 30 pages of photocopies of 120 color photographs taken by Eash during inspections of the home on March 27, 2023 and Nov. 13, 2023. These documents were made a part of the hearing record.***

**APPROVED:**

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**Mayor Gina Leichy**

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**Mike Landis, Member**

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**Orv Myers, 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  
Member Orv Myers

Date: 11/20/2023

From: Ryan Adams, Patrol Division Chief

Reference: Life Saving Award for Officer Tyler Schaaf

I would like to bring to the attention of the Board of Works and Safety and to the Goshen Community the Life Saving actions of Officer Tyler Schaaf on September 28th, 2023. The Goshen Police Department believes in recognizing officers for their positive actions, with a special focus on outstanding efforts in service to the community and their fellow officers.

On the 28th of September 2023, an emergency call was received by the Elkhart County 911 Center asking for help at the home of Dennis and Jeanette Keyser for a 72-year-old male who was actively suffocating while caught in a lift assist hoist. Officer Tyler Schaaf received this call for help and arrived at the home in under 3 minutes, running into the home to assist in whatever way he could help.

Officer Schaaf took decisive action in cutting Mr. Keyser from the device and was able to ease Mr. Keyser to the floor, which allowed his airways to reopen. Officer Schaaf's Lieutenant informed me Mr. Keyser had been stuck in the hoist for approximately 10 minutes and was no longer breathing prior to the arrival of Officer Schaaf.

I received communication from a Captain of the Goshen Fire Department who said the actions of Officer Schaaf, "without a doubt, saved his life". When the medics arrived, Mr. Keyser was breathing. Mr. Keyser was said to be alert and able to answer all questions appropriately when asked by the medics by the time he was placed into the ambulance.

Officer Schaaf's peer officers and members of the Goshen Fire Department have brought attention to Officer Schaaf's swift response to come to the immediate aid of Mr. Keyser, indicating Officer Schaaf's swift actions saved Mr. Keyser's life.

I have spoken with Mrs. Keyser several times since this life-saving event. She calls him Officer Tyler and refers to him as a HERO.

Officer Tyler Schaaf truly showed what the SERVE in “Protect and *Serve*” means. I would like to present Officer Tyler Schaaf to the Board of Works and Safety and to the Goshen Community.

At this time, I would like to present the Life Saving Award for actions which averted significant injury and/or saved the life of a person.

Ryan Adams #125  
Patrol Division Chief  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

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

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

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



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

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

Date: November 20<sup>th</sup>, 2023

From: Jose' Miller, Chief of Police

Reference: Life Saving Award for School Resource Officer Tara Powell

The Goshen Police Department is presenting a life saving award to School Resource Officer Tara Powell.

On Monday, November 6<sup>th</sup>, 2023, SRO Powell was in the cafeteria at the Goshen Intermediate School when her attention was drawn to a student at the lunch table who was hunched over and appeared to be choking. The student was holding the front of their neck with both hands. The student was unable to speak and had turned pale after losing oxygen. The student could not swallow and was barely able to breathe. SRO Powell repeatedly conducted the Heimlich Maneuver on the student. This tried and true method eventually dislodged the obstruction, and the student began to get color back in their face. Even though the student was breathing, there was a fear more food could be lodged in their throat because the student was hoarse. SRO Powell had radioed the school nurse who called for an ambulance. The student was rushed to Goshen Hospital and has made a full recovery.

We are grateful for the decisive actions of SRO Powell, and we credit her with saving this student's life. SRO Powell is indeed worthy of the recognition and is presented here today with a Life Saving Award.

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

November 20, 2023

To the Goshen City Board of Works,

Lacasa, Inc. is applying to temporarily place a roll-off dumpster in the street parking in front of The Hattle Apartments at 210 E Lincoln Ave. We will be removing quite a bit of debris, plaster, and old wood flooring from the basement of the building, using the direct basement to sidewalk stairway. See attached maps. This work will take place from November 27 through December 21, 2023. We estimate that over the 4 weeks of demolition, 2-4 dumpsters will be required for the quantity of material present. Only one dumpster will be present in the street parking at a time. We estimate that 2 parking spots will be required for the dumpster, as we wish to maintain visibility for cars turning into / out of the alley beside the building. See attached maps.

We will close the dumpster each evening and clean up all debris/trash from the pathway between the dumpster and the basement stairway. We wish we would be able to do this demolition / clean-up quicker, but the nature of the basement and the stairway to the sidewalk will require this to be done largely by hand, walking the material up the stairs.

We have been working with our tenants on this project and warned them that there would be construction dumpsters, but they are to continue using the usual residential dumpster behind the building.

Sincerely,

*Aaron Lehman*

Aaron Lehman

Housing Development Manager

Lacasa, Inc.

Lacasa - Goshen  
202 N. Cottage Ave.  
Goshen, IN 46528  
(574) 533-4450

Lacasa - Elkhart  
516 S. Main Street  
Elkhart, IN 46516  
(574) 533-4450





Goshen, Indiana

Google Street View

May 2023 See more dates



stairwell from  
basement to sidewalk

Proposed Dumpster  
Location blocking 2  
parking spaces



**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Bodie J. Stegelmann, City Attorney**

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

bodiestegelmann@goshencity.com • www.goshenindiana.org  
Phone (574) 537-3854 • Fax (574) 533-8626 • TDD (574) 534-3185

**MEMORANDUM**

To: Board of Public Works  
From: Bodie J. Stegelmann  
Re: Agreement with Teamsters Local Union No. 364  
Date: November 20, 2023

The City and the Teamsters Local Union No. 364 have concluded negotiations of a new agreement. Following is a summary of the changes from the last agreement:

Effective Dates – The agreement is effective from January 1, 2024, through December 31, 2026.

Wages – Wages are increased 5% for 2024, 3% for 2025, and 3% for 2026. In the event that an additional source of income becomes available to the City in 2025 or 2026, either party may request to open wages for further negotiations for 2025 and 2026 by providing written notice to the other party of their intent to open discussion by May 15, 2024, for year 2025 and by May 15, 2025, for year 2026.

Health Insurance – The City will continue to pay 80% and the employee will continue to pay 20% of the weekly health insurance premium cost. The weekly premium rates are \$507.08 effective December 31, 2023, \$532.40 effective December 29, 2024, \$564.30 effective January 4, 2026.

Compensatory Time – Employees may elect to be paid any accumulated compensatory time in excess of forty (40) hours, with Department Head approval, taking into account budgetary issues.

Holidays - Each employee working a full year shall have at least twelve (12) holidays in a given year – if the Goshen Common Council recognizes less than twelve (12) holidays in a given year, each employee shall have floating holiday(s) to the extent that the sum of the holidays established by the Goshen Common Council, plus an employee's floating holiday(s) equal twelve (12).

Vacations - Vacation will be computed according to the following schedule:

<u>Length of Service.</u>	<u>Vacation.</u>
One (1) Year	Forty (40) Hours
Two (2) Years	Eighty (80) Hours
Five (5) Years	One hundred twenty (120) Hours
Ten (10) Years	One hundred sixty (160) Hours

(This matches the Civil City schedule).

An employee may take all but eighty (80) hours of his vacation allowance in separate four (4) hour segments, subject to Department Head Approval and adequate staffing on the days the employee seeks to use the vacation.

Safety and Health - The City shall pay up to Four Hundred Dollars (\$400.00) in reimbursement toward the cost to purchase or repair work shoes or inclement weather gear such as raincoats, Carhartts, or other gear associated with work duties every calendar year.

Increment Pay - Employees shall receive increment pay up to a maximum to Two Thousand Dollars (\$2,000.00).

Commercial Driver's License - An employee who has been assigned by a Department Head to train fellow employees in obtaining their CDL shall receive Two Dollars (\$2.00) per hour for all hours spent in such training.

Schooling/Training - The City shall pay for the actual costs of a motel/hotel if stay at a motel/hotel is required in order to attend the schooling or training. The City will arrange for all motel/hotel accommodations at the hotel where the conference is held, if at all possible.

Parks and Recreation Department Supplemental Agreement - An employee who obtains both the Certified Pool & Spa Operator (CPO) and Certified Playground Safety Inspector (CPSI) certifications shall receive a total of Two Hundred Dollars (\$200.00) per year.

Central Garage Supplemental Agreement

Tool Allowance - A mechanic will be provided Seven Hundred Fifty Dollars (\$750.00) each year to purchase tools to be used in their employment. A mechanic who holds a Master Automotive Certification or Master Heavy Truck Certification will be provided Eight Hundred Fifty Dollars (\$850.00) each year to purchase tools to be used in their employment.

Certification Bonus - A Central Garage employee shall be entitled to receive a certification bonus as a certified Parts Specialist.

Compensation Time - Central Garage employees shall be allowed to accumulate up to forty (40) hours compensatory time.

Suggested Motion: Move to approve and authorize Mayor Leichty to execute the agreement with the Teamsters Local Union No. 364.

**AGREEMENT BETWEEN**  
**CITY OF GOSHEN**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 364**

**EFFECTIVE DATES**

**JANUARY 1, 2024 THROUGH DECEMBER 31, 2026**



**AGREEMENT BETWEEN  
CITY OF GOSHEN**

**AND**

**TEAMSTERS LOCAL UNION NO. 364**

ARTICLE I	Purpose .....	2
ARTICLE II	Covered Employees .....	3
ARTICLE III	Union and Employee Rights .....	5
ARTICLE IV	Hours of Work, Overtime, Call-Back and Shift Differential.....	6
ARTICLE V	Holidays .....	11
ARTICLE VI	Group Health Insurance Plan .....	12
ARTICLE VII	Pension.....	14
ARTICLE VIII	Stewards.....	15
ARTICLE IX	Seniority.....	16
ARTICLE X	Lay-Off Procedures.....	17
ARTICLE XI	Recall .....	18
ARTICLE XII	Job Vacancies .....	19
ARTICLE XIII	Grievance and Arbitration Procedure .....	21
ARTICLE XIV	Uniforms .....	24
ARTICLE XV	Funeral Leave .....	25
ARTICLE XVI	Leave of Absence.....	26
ARTICLE XVII	No Strikes – No Lockouts.....	27
ARTICLE XVIII	Pay Days .....	28
ARTICLE XIX	Court Duties.....	29
ARTICLE XX	Wages .....	30
ARTICLE XXI	Discharge and Suspension .....	31
ARTICLE XXII	Vacations .....	33
ARTICLE XXIII	Pledge Against Discrimination and Coercion.....	35
ARTICLE XXIV	Sick Leave .....	36
ARTICLE XXV	Safety and Health.....	37
ARTICLE XXVI	Increment Pay .....	38
ARTICLE XXVII	Longevity Bonus.....	39

ARTICLE XXVIII	Drug-Free Environment.....	40
ARTICLE XXIX	Commercial Driver’s License.....	41
ARTICLE XXX	Schooling/Training .....	42
ARTICLE XXXI	Separability and Savings Clauses .....	43
ARTICLE XXXII	Tenure of Agreement.....	44
ARTICLE XXXIII	Street Department Supplemental Agreement.....	45
ARTICLE XXXIV	Parks and Recreation Department Supplemental Agreement.....	46
ARTICLE XXXV	Wastewater Treatment Department Supplemental Agreement.....	47
ARTICLE XXXVI	Utilities Department Supplemental Agreement.....	50
ARTICLE XXXVII	Central Garage Supplemental Agreement .....	53
EXHIBIT A - Disciplinary Sanctions .....		56
EXHIBIT B - City of Goshen, Indiana Drug-Free Workplace Policy.....		60
EXHIBIT C - Employment Categories.....		62
EXHIBIT D - 2024 Wages .....		63
EXHIBIT E - 2025 Wages.....		64
EXHIBIT F – 2026 Wages .....		65

**AGREEMENT BETWEEN**  
**CITY OF GOSHEN**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 364**

THIS AGREEMENT is made and entered into by and between the City of Goshen, hereinafter referred to as the “Employer” or “City”, and the Teamsters Local Union No. 364, affiliated with the International Brotherhood of Teamsters of America, hereinafter referred to as the “Union”. The parties agree as follows:

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**ARTICLE I****Purpose**

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- (A) This agreement has been entered into by and between the parties in a mutual and voluntary effort to promote and establish sound labor relations.
- (B) The parties, in accepting this agreement, recognize and accept the mutual responsibilities of the agreement and will make all efforts necessary to maintain efficient and equitable operating and working relationships.
- (C) No bargaining unit employee shall be required to become a member of the Union as a condition of employment or continued employment, and the parties agree that there shall be no discrimination by either the Employer or the Union against any unit employee because of membership or non-membership in the Union.
- (D) It is recognized that the Union, as the exclusive representative of all unit employees, regardless of whether an individual employee is a Union member or not, owes the same duty of representation to all unit employees and provides services to all unit employees. Therefore, all unit employees shall within sixty (60) days of their date of hire, pay a collective bargaining contract representation fee to the Union in an amount equal to the actual cost to the Union of its representation of all unit employees. The Union agrees that the representation fee paid by non-Union members will not exceed the dues paid by the Union members, reduced by the amount of the Union members' dues resulting from activities not chargeable to non-Union members according to Indiana law.
- (E) The employee shall pay one-twelfth (1/12) of the annual representation fee or the annual Union dues, whichever is applicable, each month commencing on the first day of the calendar month following the sixtieth (60th) day of his employment. The Employer shall deduct from the employee's wages the amount of the monthly dues or representation fee, provided that the employee submits an authorization form to the City. Nothing in this agreement shall be construed to require any employee to execute an authorization form. The Employer will notify the Union of the names of all employees in the bargaining unit who do not execute authorization forms or who revoke previously executed authorization forms.
- (F) The Union, on its own and not on the behalf of the City of Goshen, may take such action as it deems appropriate to collect its representation fee from those persons who refuse to authorize payroll deductions, or who otherwise refuse to pay the representation fee.
- (G) The Union agrees to indemnify the Employer and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that should arise out of or by reason of this Article.

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**ARTICLE II                      Covered Employees**

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- (A) Full-time, non-temporary, hourly employees in the departments and job classifications described in paragraph (B) of this Article will be the employees represented by the Union.
  
- (B) The Union shall represent, and this agreement shall apply to the following departments and job classifications of the City of Goshen:
  - (1) Departments.
    - (a) Street Department
    - (b) Parks and Recreation Department
    - (c) Wastewater Treatment Department
    - (d) Utilities Department
    - (e) Central Garage
  
  - (2) Job Classifications.
    - (a) Mechanic
    - (b) Mechanic Assistant
    - (c) SCADA Operator Technician
    - (d) Wastewater Treatment Operator
    - (e) Water Plant Operator
    - (f) Meter Service Technician
    - (g) Sewer Maintenance Technician
    - (h) Wastewater Maintenance Technician
    - (i) TVI Specialist
    - (j) Water and Sewer Construction and Distribution Technician
    - (k) Inspector Crew Technician
    - (l) Heavy Equipment Operator
    - (m) Paint and Sign Technician
    - (n) Water Treatment Operator
    - (o) Assistant Water Treatment Operator/Maintenance Technician

- (p) Park Maintenance
  - (q) Light Equipment Operator
  - (r) Park Ranger/Pavilion Manager and Maintenance
- (C) Any employee who works thirty (30) hours or more per week on average shall be considered a full-time employee unless the position which the employee is filling exists no more than six (6) months a year.
- (D) City may create new Union job classifications by ordinance, provided that any new position which is added calls for substantially different duties than the current job classifications.

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**ARTICLE III                      Union and Employee Rights**

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- (A) Except as otherwise expressly provided in this agreement, the City reserves to itself the exclusive right to determine who and how many persons it will employ, the manner in which the employees shall do their work, the manner in which the employees will conduct themselves during the working hours or while on City property, and the character of the organization required for the most effective performance of the work. Employment shall be on the basis of qualifications in accordance with City selections, procedures, and standards. The City shall have the right, subject to the terms of this agreement, to hire, lay-off, classify, assign, transfer, promote, discipline, or discharge the City's employees. The City reserves the right to publish reasonable rules and regulations from time to time as it deems necessary for the proper conduct of the City's business, provided that the rules and regulations are not inconsistent with the terms of this agreement.
  
- (B) A new employee will be on probation for a period of sixty (60) consecutive calendar days from the date of his hire, and may be laid off or discharged before the expiration of that period without cause or without recourse. There will be no obligation to recall or reinstate an employee laid off or discharged during his probationary period. Union and Employer shall, by agreement, have the right to extend the probationary period for up to sixty (60) additional days.
  
- (C) In the event that there is subsequently enacted collective bargaining or related state legislation with respect to labor related issues covered herein, it is understood and agreed that this agreement and prior agreements and practices are nonprecedent-setting for either party with respect to any issues that may arise under such legislation. It is further understood that in the event the Employer is required to recognize the Union as a result of or pursuant to further enactments of a state statute requiring collective bargaining or by meet and confer legislation, the Employer shall not be grandfathered into bargaining on all issues contained herein, but shall only be required to bargain on issues required, provided that the requirements of the state statute are met.
  
- (D) Union and Employer agree to work together to obtain the punctual and steady attendance of the Employer's employees, to promote performance of work in an efficient and economical manner, and to improve employee conduct on the job. To this end, the Union agrees to support all written reasonable rules and regulations established by the Employer which are not in conflict with this agreement. Specifically, the Union agrees to cooperate with the Employer in maintaining and improving safe and sanitary conditions, and maintaining and safeguarding the equipment, supplies, materials, vehicles, machinery, buildings, and other property used by the employees in connection with their work assignments.

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**ARTICLE IV                      Hours of Work, Overtime, Call-Back and Shift Differential**

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**(A)     Hours of Work.**

(1)     Normal Work Schedule.

Some job classifications must be available for operation twenty-four (24) hours each day throughout the year. Because of this and the nature of the work in some departments, working schedules may vary.

The normal work week shall consist of eight (8) hours per day, five (5) days per week within a consecutive one hundred sixty-eight (168) hour period.

(2)     “Hours Worked.”

Paid holidays, floating holidays, funeral leave, and paid court time shall constitute “hours worked” under the provisions of this paragraph.

(3)     Vacation Leave as Hours Worked.

If an employee who is scheduled to work five (5) days a week takes eight (8) or more vacation hours in the work week, the employee will be paid overtime for all hours actually worked exceeding eight (8) hours in a work day, provided that the employee would have exceeded forty (40) hours by at least the number of such overtime hours if the employee would have been credited with eight (8) hours worked for each eight (8) hours of vacation leave taken.

**(B)     Overtime.**

(1)     Overtime Compensation.

All hours worked in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half (1½) times the employee's regular straight time hourly rate as overtime.

Any employee who works more than ten (10) hours in any work day will be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of ten (10) hours. If the employee will receive more overtime calculating the time in excess of ten (10) hours in the work day than calculating the time in excess of forty (40) hours in the work week, then the employee will receive overtime compensation for that work week based on the daily overtime hours worked.

(2)     Compensatory Time.

Employees shall be allowed to accumulate up to forty (40) hours compensatory time.

The employee may elect to be paid any accumulated compensatory time in excess of forty (40) hours, with Department Head approval, taking into account budgetary issues. No employee shall accumulate more than two hundred forty (240) hours of compensatory time

representing one hundred sixty (160) hours of actual overtime worked. All overtime in excess of two hundred forty (240) hours shall be paid in cash.

Employees of all departments requesting the use of compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the department. If a written request for the use of compensatory time is submitted by an employee, the Department Head must give the employee a reason for denying the request in writing. The Department Head shall also provide a copy to the Human Resources Manager.

If an employee has been scheduled to use compensatory time but is called into work, the employee will be paid overtime for the day. However, the hours worked that day will not be included in calculating overtime for the work week.

Any employee who has accumulated compensatory time may sell up to forty (40) hours of compensatory time back to the City. The employee must request to sell back accumulated compensatory time by November 15 each year. The employee will be paid for compensatory time at the rate of pay received by the employee at the time the employee requests to sell back the compensatory time.

Upon an employee's termination, the employee shall be paid for unused compensatory time at the rate of the higher of the average regular rate of pay received by the employee during his last three (3) years of employment and the final regular rate of pay received by the employee.

**(C) Lunch and Break Periods.**

Each employee shall receive an unpaid one-half (½) hour lunch period, and two (2) paid fifteen (15) minute break periods. These periods shall begin when the employee leaves the job site and end when the employee returns to the job site and begins work. The first of these breaks shall be in the first half of the shift, and the second of these breaks shall be in the second half of the shift, unless mutually agreed upon by the Employer and employee.

**(D) Call-In.**

- (1) A call-in is when an employee is required to work for a period of time which creates a gap between the "call-in" period and the rest of the consecutive hours the employee worked. For this purpose, time off for lunch or other meals is not considered a gap.
- (2) When an employee is called-in to work outside the employee's normal shift and the call-in does not create a gap, the employee will be paid the employee's regular rate of pay unless the employee has accumulated ten (10) consecutive hours for any consecutive work period without a gap or forty (40) hours for any work week.
- (3) When an employee is called-in to work which creates a gap, or is ordered to work on a scheduled day off, the employee will receive the greater of the following:
  - (a) The pay to which the employee is entitled for the hours the employee worked at the applicable (regular or overtime) hourly rate; or

- (b) A minimum of three (3) hours of pay at the employee's regular hourly rate for the gap or call-in on a scheduled day off.
- (4) Street Department employees will receive payment in accordance with Street Department Supplemental Agreement paragraph (A) if it is more advantageous to the employee.
- (5) Listed holidays and floating holidays will count towards the forty (40) hours for the purpose of this paragraph.
- (6) An employee must report for work as quickly after notification as possible. If an employee reports for work more than sixty (60) minutes after notification, the guaranteed three (3) hours of pay will be reduced for every minute in excess of sixty (60) minutes that the employee reports for work after the initial contact. However, the employee will not be docked for any time that the employee actually works.

**(E) Shift Differential.**

- (1) A Thirty-five Cent (35¢) per hour shift differential will be calculated on an employee's regular and overtime hourly rate of pay. This shift differential will be paid to those employees whose starting time for a normally scheduled work day is between 3:00 p.m. and 5:00 a.m. of the following day.
- (2) All employees having a shift differential as part of their normal hourly rate of pay will receive that rate of pay when called back to work or is called back to work after completing their normal shift.

**(F) Procedure to Assign Overtime and Call-Backs to Work.**

- (1) The Employer shall assign overtime on a rotational basis with the overtime being first offered to those employees who have the least overtime accumulated within the department and job classification, provided that they are qualified to perform the task for which the overtime is required. The goal is to disperse overtime as equally as possible by job classification throughout the year, which shall commence on January 1. If two (2) or more employees have an equal amount of overtime hours within the job classification and department where the overtime is offered, the City will offer the overtime first to the most senior employee within the job classification.
- (2) An employee who is offered overtime but refuses it will be considered to have worked the offered overtime for the purpose of assigning future overtime. An employee is offered overtime when he is personally asked to work overtime or if the employee is assigned a beeper and does not to respond to the page.
- (3) In the event there are insufficient employees within the job classification willing to work to meet the City's manpower needs, then the employees within the job classification with the least seniority who are qualified to perform the overtime task and who can be personally contacted must work.
- (4) If the Employer cannot contact sufficient employees within the job classification to meet the City's manpower needs, the Employer will offer the overtime to those employees with the least amount of accumulated overtime within the rest of the department, provided that they are qualified to perform the task for which the overtime is required.

- (5) If there are insufficient employees within the remainder of the department willing to work to meet the City's manpower needs, then the employees with the least seniority within the department who are qualified to perform the overtime task and who can be personally contacted must work.
- (6) The Employer shall post a list on the department bulletin board showing the number of hours of overtime worked for each employee by job classification at the end of each pay period.
- (7) A new hire or transfer in any job classification will be credited with overtime equal to the highest employee within his new job classification at the time of such employee's hire or transfer.
- (8) Any employee who is on vacation will not be called out unless an emergency exists or that person states that he will be available for work. An employee who is on vacation will not be charged with overtime work if he declines to work. Any person who has been absent due to illness will not be called out.
- (9) It is the policy of the City of Goshen to give its employees as much notice of the requirement to work overtime as the conditions and circumstances allow if at all possible. An employee will be informed of the necessity to work days outside that employee's normal work at the beginning of the work week. However, both the Union and the Employer recognize that sometimes such notice is impossible because of a variety of circumstances. Likewise, times will arise where an employee is notified that he will be required to work overtime, but due to a change in circumstances, the overtime may have to be canceled at the last minute.
- (10) If a job is started before the end of the work day and the supervisor in charge of the job reasonably believes the job can be completed within two (2) hours, the crew currently working on the job may voluntarily stay on the job until its completion without reference to the amount of accumulated overtime worked by other employees within the department or job classification, and without regard to seniority.
- (11) City may deviate from the procedure to assign overtime described in this section if an emergency situation exists and the normal overtime assignment procedure will not allow the City to respond in a reasonable fashion. An emergency situation exists if it is determined, in the opinion of the person responsible for assigning overtime, that immediate action is necessary to avoid a real risk of personal injury, or damage to personal property.
- (12) If an employee has worked sixteen (16) hours in any work day or twenty-four (24) hours in any forty-eight (48) hour period, the employee may turn down overtime without being considered to have worked such rejected overtime for the purpose of assigning future overtime.
- (13) All employees will provide their supervisor with a working cell phone number or working land phone number where they can normally be reached.

(G) **Time Cards.**

No person shall punch any employee's time card except the employee, a department head, or a person acting in the place of the department head. In the event that the department head or person

acting in the place of the department head punches the time card, the employee must initial the time card as soon as practicable after it has been punched.

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**ARTICLE V****Holidays**

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- (A) Each employee shall have holidays each calendar year as established by the Goshen Common Council in the annual ordinance for Compensation for Civil City and Utilities Employees. Each employee working a full year shall have at least twelve (12) holidays in a given year – if the Goshen Common Council recognizes less than twelve (12) holidays in a given year, each employee shall have floating holiday(s) to the extent that the sum of the holidays established by the Goshen Common Council, plus an employee’s floating holiday(s) equal twelve (12). If an employee is hired mid-year, the employee shall have the holidays remaining in the calendar year.
- (B) If employees are required to work any of the holidays established by the Goshen Common Council, the employee will receive one and one-half (1½) times their regular rate of pay for such work in addition to the holiday grant. For the purpose of applying this paragraph, the actual holiday must be worked, not the day taken off by the rest of the City. For example, if Christmas falls on Saturday and the holiday is taken on Friday by most City employees, the employee must work Saturday, Christmas day, in order to be entitled to one and one-half (1½) times their regular rate of pay for such work, in addition to the holiday grant.
- (C) Each employee shall be entitled to forty (40) hours as floating holidays per calendar year. In the event an employee commences employment after January 1 but before July 1, the employee shall be entitled to sixteen (16) hours as floating holidays in the first partial year of employment ending December 31. In the event an employee commences employment after July 1, the new employee is not entitled to any floating holidays in the first partial year of employment ending December 31. Floating holidays may be taken in increments of one (1) hour. Employees may schedule a floating holiday as long as staffing is available to cover the employee.
- (D) Holidays will be considered “hours worked” for the purpose of computing overtime.
- (E) Employees are entitled to holiday pay after their first thirty (30) days of employment.

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**ARTICLE VI****Group Health Insurance Plan**

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- (A) If the City of Goshen offers substantially different insurance coverage to Police, Fire or non-Union employees than the insurance coverage given to the Teamster's employees, City will offer Teamsters the same terms and conditions offered to the other union or employee group. Substantially different coverage does not include coverage offered to Police or Fire employees due to statutory requirements such as first day coverage or retiree coverage. It does not include coverage offered to Police or Fire Unions resulting from the City and the Police or Fire Unions failure to reach an agreement and reversion to the terms of last year's contract.
- (B) The City will contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund the amount required for C6 Benefit Plan for each employee performing work covered under this agreement who has been on the payroll for thirty (30) calendar days except as limited below. City agrees to provide each full-time employee as defined in Article II with Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan or its successor provided the employee has been on the payroll for thirty (30) calendar days and Central States offers the Plan to the City at no more than the following rates:
- (1) Five Hundred Seven and 08/100 Dollars (\$507.08) per week (including the employee's contribution) for each employee effective December 31, 2023.
  - (2) Five Hundred Thirty-two and 40/100 Dollars (\$532.40) per week (including the employee's contribution) for each employee effective December 29, 2024.
  - (3) Five Hundred Sixty-four and 30/100 Dollars (\$564.30) per week (including the employee's contribution) for each employee effective January 4, 2026.
- (C) City's obligation to provide Central States, Southeast and Southwest Areas Health and Welfare Fund C6 Benefit Plan is subject to Central States continuing to offer coverage to the City's other employees at the same rate that Central States offers the Plan to the City's Teamster employees.
- (D) The contribution rates specified above are maximum rates. In the event the rate eventually adopted by the Trustees for the Benefit Plan is less than the rate specified above, the City shall only be required to pay the rate adopted by the Trustees. The Trust Agreement of the Central States, Southeast and Southwest Areas Health and Welfare Fund is incorporated into this agreement and the City agrees to be bound by that agreement if City elects to have Central States provide its insurance coverage.
- (E) Contributions shall be paid on behalf of each full-time employee covered by the collective bargaining agreement for each contribution period such employee is entitled to receive compensation, including overtime pay, holiday pay, disability or illness pay, lay-off or severance pay, vacation pay, or the payment of wages or benefits for any other reason.
- (F) If an employee is receiving no wages due to an absence caused by an illness or off the job injury, the City shall continue to pay contributions as long as the employee is entitled to sick pay under this agreement or policy of the City. If an employee is receiving no wages due to an absence caused by an on the job injury, the City shall continue to pay contributions until such time as the employee is no longer entitled to any payment under the terms of this agreement, policy of the City, under the laws of the State of Indiana or under the laws of the United States.

- (G) City is obligated for the full amount of any contribution regardless of whether the City receives reimbursement from the employee.
- (H) City will pay eighty percent (80%) of each Union employee's health insurance cost each pay period. The employee contribution per pay period will be twenty percent (20%) of the cost of the health insurance.

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**ARTICLE VII          Pension**

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- (A)    The Employer is enrolled in the Indiana Public Employee's Retirement Fund (PERF), and all employees who meet the eligibility requirements of the fund, shall be enrolled in the retirement plan on their date of hire.
  
- (B)    The Employer shall provide the employee's portion of the PERF contribution to the retirement fund.

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**ARTICLE VIII      Stewards**

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- (A) The Union shall have the right to designate a steward and an alternate to handle such Union business as may from time to time be delegated to them by the Union. Stewards and alternates have no authority to take strike action or any other actions disrupting the Employer's business in violation of the agreement or any action in violation of the law. Stewards and their alternates shall be able to conduct normal contract administrative duties with pay, such as discussing disputes with supervisors, and being present during employee meetings with supervisors, provided the steward can fulfill those duties within normal business hours. Normal administrative duties shall not include counseling with an employee or working with an employee to interpret the Union contract if such sessions do not include a City department head. Any function which is not a contract administrative duty shall not be paid for nor conducted during normal business hours. Stewards required to leave work by the Union shall be granted such leave without pay, provided the Employer receives forty-eight (48) hours' notice. Not more than one (1) steward may be absent from any operational unit. No steward may miss more than ten (10) days from work due to Union business in any calendar year.
  
- (B) The Union shall be allowed space for a Union bulletin board on which to post notices. Location of the bulletin board shall be determined by the Employer. Union shall be limited to one (1) bulletin board per building unless more than one (1) department occupies an individual building, in which case the Union shall be limited to one (1) bulletin board per department in that building.
  
- (C) The Union shall provide a list of all designated Union stewards, alternates, and other employees who are official Union representatives. The Union shall notify the Employer of any changes which may occur. The designation as a Union steward, alternate, or other representative of the Union shall not excuse an employee from assigned work obligations.
  
- (D) The City shall supply designated Union representatives with copies of all disciplinary actions affecting Union employees, and all job openings, whether or not the employee filling the open job would be a Union member.

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**ARTICLE IX                      Seniority**

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**(A)      General.**

The City's employees within the bargaining unit shall obtain seniority on their sixty-first (61st) day of continuous, full-time employment, and such seniority shall be calculated to include the prior sixty (60) day probationary period when successfully completed within their department. For the purposes of the computation of seniority, time spent by an employee on sick leave, vacation, medical leave of less than one hundred twenty (120) days, medical leave involving a job-related injury, and military service shall be included.

**(B)      Loss of Seniority.**

The seniority of an employee shall terminate under any of the following conditions:

- (1)      When a laid-off employee fails to give notice of his intention to return to work within three (3) working days after the Employer has sent to his last known address a certified letter requesting him to return to work;
- (2)      When the employee gives an affirmative notice but fails to return to work on the specified date and time of recall;
- (3)      When the employee resigns from his employment with the Employer and is not reemployed by City within thirty (30) calendar days of such resignation;
- (4)      When an employee is discharged in conformity with this agreement;
- (5)      When an employee is laid off or on medical leave for more than two (2) years;
- (6)      When an employee receives total permanent disability compensation; or
- (7)      When an employee retires and/or accepts a pension from the Public Employee's Retirement Fund.
- (8)      An employee leaving a Union position for a non-Union position within the City for longer than one (1) year but who maintains a position with City and returns to a Union position after the one (1) year period will maintain City seniority for benefits but will lose department and Union seniority for all other matters.

**(C)      Transfer of Seniority Within the Department.**

Seniority shall be by departmental unit and City-wide. An employee who has gained seniority within a department covered under the collective bargaining agreement shall hold that departmental seniority for lay-off and recall purposes. An employee transferring to another department shall start at the bottom of the seniority roster but shall be allowed to maintain his City-wide seniority for vacation, sick leave, and other contractual benefits based on City-wide seniority. However, an employee returning to a department from which they transferred out of shall have their seniority reinstated for departmental seniority purposes back to the date prior to their transfer out of that department.

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**ARTICLE X                      Lay-Off Procedures**

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**(A) Lay-Off Seniority.**

- (1) Strict departmental seniority shall prevail in lay-offs of employees within their departments, provided there is at least one (1) Union employee who is qualified and willing to perform the job assignment previously performed by the employee who is designated for lay-off.
- (2) An employee designated for lay-off who has bid to a new department within two (2) years of the lay-off may, at the employee's option, return to their previous department and position held prior to the move provided the employee designated for lay-off has more City-wide seniority than that person filling the position that the employee vacated.

**(B) Filling Vacant Positions.**

- (1) The City agrees to offer all vacant Teamster positions to any laid-off Teamster employee who is qualified to perform the duties of the vacant position before filling a job vacancy with a non-bargaining unit employee within the provisions of Article XII (Job Vacancies) of this contract.
- (2) It is also agreed that a lay-off of actively working full-time employees will not occur while part-time employees are working in the specific department affected by the lay-off. However, any employee who is on limited duty is not considered as working full-time for the application of this Article.

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**ARTICLE XI            Recall**

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**(A)     Recall Roster.**

In the event that an employee is laid off, the name of that employee will be placed on a recall roster. The roster will contain the employee's name, address, telephone number, amount of seniority within the department, the department from which the employee was laid off, the employee's last job classification, and the employee's qualifications.

**(B)     Recall Procedure.**

When a job becomes available within a department and there are employees whose names are on the recall roster, the employee with the greatest amount of seniority within the department who is qualified for the job shall be offered the job. If there are no employees on the department's recall roster but there is at least one (1) employee on the City-wide recall roster who has previous experience within the department in which the job is available and is qualified to perform the available job, then the qualifying employee with the greatest amount of City-wide seniority shall be offered the job. If an employee fails to return from a lay-off, he shall be terminated and the next employee who is qualified shall be offered the job. An employee laid off for more than two (2) years shall be deemed terminated.

**(C)     Employee Recall Rights and Obligations.**

An employee who is offered a job within his department for which he is qualified but refuses to accept such job will be dropped from the recall roster.

**(D)     Notice of Recall.**

In the event of a recall, an employee shall be given at least one (1) week notice of recall by certified mail to his last known address. In the event that the recalled employee fails to make it known of his intent to accept or reject the recall offer within three (3) working days of receipt of the letter to the department head of his operational unit, the employee shall be terminated from employment.

**(E)     City Records.**

It is the responsibility of all laid off employees to furnish their department head with a current mailing address and telephone number. Any certified mail sent to the last address supplied by the employee is adequate notice for the purpose of carrying out paragraph (D) of this Article.

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**ARTICLE XII            Job Vacancies**

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**(A)    Vacant and New Positions.**

When a vacant full-time position is to be filled or a full-time position is created in the Street Department, Parks and Recreation Department, Wastewater Treatment Department, and Utilities Department, or Central Garage, or when a Teamster Union position is filled in any department, notice of such position shall be posted for informational purposes on the Union bulletin board at least three (3) working days prior to the notice of the job opening or notice of the new position being generally disseminated. All other positions to be filled or created shall be posted at the time a notice that the job opening is generally disseminated.

**(B)    Qualifications for Jobs.**

The Employer shall be free to hire the most qualified person for any position whether that person is an existing City employee or not. Notwithstanding this provision, an employee in the same department and job classification as the open job who applies for the job opening shall be given the job, provided the employee is qualified to fill the position. If two (2) qualified employees in the same department and job classification as the open job apply for the job opening, the job will be given to the employee with the most departmental seniority. If no qualified City employee in both the same department and job classification as the open job applies for any job opening, the Employer shall interview each Union City employee who applies for the open job. This interview shall be conducted by the department head and the legal compliance administrator or the human resources manager. A person hiring an employee for an open position will seriously consider the merits of all current Union employees who make their interest in the position known, but the Employer shall be free to hire the most qualified person for any position, whether that person is an existing City employee or not, except for an employee in the same department and job classification who is qualified to perform the job shall be allowed to fill the job opening. Upon inquiry, any bargaining unit employee denied a position under this paragraph will receive an explanation as to why the employee was denied the position.

**(C)    Promotion.**

Any employee who takes a non-bargaining unit position will have a thirty (30) day try-out period before being taken off the Union seniority list. After thirty (30) days of employment, such employee's seniority shall be frozen for the duration of service in the non-bargaining unit job. If the employee is permitted by the Employer to return to the bargaining unit in an open job, he will carry his total bargaining unit service as his seniority date.

**(D)    Transfer.**

Any employee who seeks a transfer to or from a certain job classification may submit notice of his desire to transfer to the affected department head. Such notice is given so that an employee requesting the transfer may be advised of the training he may want to acquire in order to make the transfer more likely.

(E) **Trial Period.**

All bargaining unit employees hired for a new bargaining unit job shall have a ten (10) work day trial period. The employee and Employer shall each retain the right to return the employee to the employee's previous job and scheduled shift at any time during this period.

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**ARTICLE XIII      Grievance and Arbitration Procedure**

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(A) The Employer and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the purview of this agreement. The Employer agrees to take action against an employee within ten (10) working days of the Employer's learning of the event giving rise to the action unless additional time is needed to allow the City to conduct a thorough investigation of the incident.

(B) Whenever the Union or any employee believes that the Employer has acted erroneously or improperly in interpreting and applying any of the provisions of this agreement, the Union or the employee, may within five (5) working days of the employee's knowledge of the improper action by the Employer, invoke the provisions of this Article. If an employee requests an extension of the period to invoke the provisions of this Article within the original five (5) day period, the employee will be automatically granted an additional period to invoke the provisions of this Article of up to fifteen (15) days.

(1) First Step.

The aggrieved employee or Union steward shall present the grievance individually to the employee's immediate supervisor, or if preferred, the employee and the Union steward may present the grievance jointly to the employee's immediate supervisor. If the matter is not satisfactorily settled within two (2) working days, Saturdays, Sundays, and holidays excluded, the grievance may be moved onto the second step in writing within the next four (4) working days.

(2) Second Step.

The employee, Union steward, and/or Union representative shall discuss the grievance with the department head. If the matter is not satisfactorily resolved, the Union may forward by mail to the Mayor within ten (10) working days a written grievance specifying the section or sections of the agreement claimed to have been violated, and the remedy the Union wishes the Employer to make.

(3) Third Step.

The employee, Union steward, and the Union representative shall discuss the grievance with the Mayor or his designee within ten (10) working days. If the grievance is still unresolved, the following action may be taken by the Union:

(4) Fourth Step.

(a) If a satisfactory settlement has not been reached after the discussion with the Mayor or his designee, the employee or the Union representative with the consent of the employee may request that an arbitrator be selected to determine if there has been a violation of this contract. The arbitration shall be generally conducted in accordance with the requirements of Alternate Dispute Resolution Rule number three (3).

(b) If an arbitrator is requested, the City shall select seven (7) persons from the Indiana Commission of Continuing Legal Education Directory of Registered Mediators

who are practicing in the general area of contracts and who are located within fifty (50) miles of Goshen, Indiana. The Union will select one (1) person from the list of seven (7) to be the arbitrator. The Union has the right to reject the entire panel selected by City once. If rejected, City must select another panel of seven (7) without using any of the names in the original panel. The parties further agree that they will be bound by the factual determinations of the arbitration.

- (c) The cost of the arbitration shall be paid initially by the City of Goshen within thirty (30) days after the arbitrator's decision is submitted. However, if the Union is the losing party in the arbitration, the Union shall reimburse the City for such costs within thirty (30) days of the City's payment of the arbitration cost. Any arbitrator selected may refuse to serve without showing cause for such refusal.
- (d) Upon accepting the appointment to serve, the arbitrator shall meet with all attorneys of record and/or the Union representative to set a time and place for an arbitration hearing.
- (e) Unless otherwise agreed, all documents the parties desire to be considered in the arbitration process shall be filed with the arbitrator and exchanged no later than fifteen (15) days prior to any hearings related to the matter set forth in the submission. Documents may include medical records, bills, records, photographs, and other materials supporting the claim of the party. Any objection to admissibility of any document shall be filed at least five (5) days prior to the hearing. If no objection is made within the five (5) day period, all objections are deemed waived. In addition, no later than five (5) days prior to the hearing, each party may file with the arbitrator a brief setting forth its factual and legal positions as to the issues being arbitrated. If such briefs are filed, they shall be served upon the opposing party or parties. The parties may in their arbitration agreement alter the filing deadlines.
- (f) Thirty (30) days before an arbitration hearing, each party shall file a list of witnesses and documentary evidence to be used, if any.
- (g) Traditional rules of evidence need not apply with regard to the presentation of testimony. As permitted by the arbitrator, witnesses may be called. The parties may make oral presentation of facts supporting a party's position, and arbitrators are permitted to engage in critical questioning or dialogue with the representatives of the parties. In this presentation, the representatives of the respective parties must be able to substantiate their statements or representations to the arbitrator. Arbitration proceedings shall be considered settlement negotiations and shall not be opened to the public unless required by the law of the State of Indiana.
- (h) Within twenty (20) days after the hearing, the arbitrator shall file a written determination of the arbitration proceeding in the pending litigation and serve a copy of this determination on all parties participating in the arbitration. The Court shall issue judgment on the arbitrator's determination.
- (i) Upon petition by either party, the arbitrator may impose sanctions against the party who fails to comply with the arbitration rules, which sanctions shall be limited to the assessment of arbitration costs and/or attorney's fees relevant to the arbitration process.

- (C) The Court shall have no authority to add to, detract from, or in any way modify the terms of this agreement; nor affect any wage rates as set out in the City ordinance; nor award any damages, other than back pay, and any such award shall be limited to the amount of wages the employee would have earned had the contract been properly construed by the Employer, less any interim earnings.
- (D) Time limits may be extended by mutual agreement in writing by the Union and the Employer.
- (E) If the Union or employee fails to appeal any answer given by the Employer within the time limits provided in this procedure, then the grievance shall be determined final and settled in accordance with the response of the Employer. In the event that the Employer fails to respond to the grievance in accordance with the time limits, it shall be incumbent upon the Union or employee to appeal to the next level of the grievance procedure within the latter of ten (10) days or the time period established by the applicable paragraph.

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**ARTICLE XIV      Uniforms**

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The Employer shall provide and maintain uniforms for the bargaining unit employees as determined by the policy within each department and subject to the approval of the Mayor.

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**ARTICLE XV****Funeral Leave**

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- (A) In the event of a death in an employee's immediate family, the employee shall be entitled to be paid and absent from work for a period of twenty-four (24) consecutive working hours which must include the day of the funeral unless the funeral falls on a day that the employee is not scheduled to work. If the funeral falls on such a day, the funeral leave taken must be a combination of work days immediately following or immediately preceding the funeral. Funeral includes wakes, cremation services, remembrance services or other celebrations of life (after the person's death).
- (B) An employee shall be entitled to time off with pay to attend the funeral of a co-worker or relative who is not a member of the employee's immediate family, provided that staffing allows and such leave does not total more than twenty-four (24) hours in any calendar year.
- (C) "Immediate Family" means husband, wife, son, daughter, stepson, stepdaughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, spouse's grandparents, grandchildren, or other relatives or ward who resided with the employee at the time of the person's death.
- (D) A co-worker shall be an employee of the same department of the City of Goshen at the time of death as employee requesting the leave.
- (E) An employee will not be eligible to receive paid bereavement time benefits while scheduled off or absent from work because of vacation, designated or floating holiday, or sickness (paid or unpaid).
- (F) The department head of an employee shall have the discretion to grant unpaid funeral leave for an employee to attend the funeral of an employee of the City of Goshen outside of the department.

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**ARTICLE XVI      Leave of Absence**

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- (A) An employee will be granted a leave of absence without pay and without discrimination or loss of seniority rights for justifiable reasons acceptable to the Goshen Board of Public Works and Safety. The maximum leave of absence, except in cases of compulsory military service or leave under the Family and Medical Leave Act, shall be thirty (30) days. Such leaves may be extended for like periods by granting written permission for such extensions by the Employer and the Union. During the period of absence, the employee shall not engage in any gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved and in termination of employment. Seniority shall be frozen during leaves of absence over thirty (30) days, except in cases involving military service or on-the-job injury.
- (B) If the leave of absence requested qualifies as leave under the Family and Medical Leave Act or any other state or federal regulation, the Employer shall comply with such regulation. In the event an employee qualifies and is approved for FMLA, the employee shall have the option to use any paid time off available to him/her during the absence.

If employee does not designate what paid time off should be used, time off will be used in the following order:

- (1) Compensatory time
- (2) Sick leave
- (3) Float leave
- (4) Vacation leave.

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**ARTICLE XVII      No Strikes – No Lockouts**

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Union agrees that it will not authorize a strike or even permit a strike vote or any other form of organized interference with operations of employees during the life of this agreement or during any negotiations to replace, renew, or amend the agreement. Employer agrees that it will refrain from locking employees out of the operational units in violation of this agreement during the life of this agreement, except in the event of an unauthorized work stoppage on the part of the Union members in whole or in part. Any Union steward who participates directly or indirectly in any strike or other type of job action which is not specifically authorized by the Union shall be terminated from his employment with the City of Goshen.

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**ARTICLE XVIII      Pay Days**

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Employees shall receive pay as established by the current City ordinance.

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**ARTICLE XIX      Court Duties**

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- (A) The Employer agrees to pay an employee who serves as a juror in a legally-constituted court the difference between his earnings as a juror and straight time earnings he would have realized if he would have worked on his scheduled shift. In order to be eligible for payment, the employee must notify his supervisor within twenty-four (24) hours after receipt of the notice of selection for jury duty and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received. An employee required to report at a specific time for examination as a prospective juror shall be compensated as provided above to the extent that he is required to lose time from work for such examination. The examination notice is to be shown to the employee's supervisor as soon as practicable.
  
- (B) The Employer agrees to pay an employee who is subpoenaed as a witness in a legally-constituted court, the difference between the employee's witness fees which he did receive or to which he would have been entitled and the straight time earnings he would have received if he would have worked his scheduled shift, provided that such person is subpoenaed as a witness because of his employment with the City. In order to be eligible for payment, the employee must notify his supervisor within twenty-four (24) hours after receipt of the subpoena and must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

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**ARTICLE XX            Wages**

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- (A) Any employee who replaces an employee in a higher job classification for one (1) day or longer while the absent employee is on vacation, sick leave, or other extended leave of absence shall receive pay in the higher job classification as long as he fills the role of the absent employee. This shall include filling in for higher paid Union members as well as higher paid supervisory positions.
- (B) To be considered filling in for supervisory personnel, an employee must fulfill substantially all of the supervisor's duties, including job site duties, payroll, scheduling, purchasing, and other regular managerial duties of the replaced supervisor.
- (C) An employee who regularly spends a portion of the year in one (1) job classification and part of the year in another job classification will be paid according to that job classification in which he spends the greatest portion of the year.
- (D) An employee will be provided a listing of accrued vacation time, compensatory time, floating holidays, and sick leave at least once every three (3) months. If the employee's pay stub continues to show accrued vacation leave, compensatory time, float leave and sick leave, no other listing of accrued leave is necessary. In addition, the Employer shall make this information available to the employee and his Union steward within a reasonable time after the employee's specific request for such information.
- (E) The Union job classifications shall be paid according to the pay categories set forth in Exhibit C and at the rates as set forth in Exhibit D through F. While the parties have attempted to estimate raises for 2025 and 2026, circumstances surrounding the City's cash balances and additional sources of income may change after the execution of this agreement. In the event that an additional source of income becomes available to the City in 2025 or 2026, either party may request to open wages for further negotiations for 2025 and 2026 by providing written notice to the other party of their intent to open discussion by May 15, 2024, for year 2025 and by May 15, 2025, for year 2026.
- (F) City, at its discretion, may elect to have any number of employees assigned to any given job classification, including the right to assign no employees to given job classification.

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**ARTICLE XXI      Discharge and Suspension**

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- (A) The Employer shall not discharge nor suspend any employee without just cause, but an employee may be disciplined for a violation of any rules set out in this Article in accordance with the procedures established in this agreement.
- (B) An employee who is arrested for a felony offense may be suspended without pay until such time as the employee is convicted, a guilty plea is accepted by the Court, the charge is dismissed, or the employee is exonerated. If the employee is convicted of a felony or if he pleads guilty to a felony, the employee may then be discharged. If the employee is convicted of or pleads guilty to a misdemeanor, the City may discharge, suspend, or otherwise reprimand an employee as appropriate under the circumstances. If the employee is exonerated or if the charge is dismissed, the employee shall be returned to his prior position unless other provisions of this Article would warrant discharge or further suspension. The employee shall have no claim for back pay during the period of suspension.
- (C) An employee who is arrested for a misdemeanor offense may be suspended without pay until such time as the employee is convicted, a guilty plea is accepted by the Court, the charge is dismissed, or the employee is exonerated if the Employer reasonably determines that the nature of the allegations made against the employee or the publicity and public reaction to his arrest significantly impairs the ability of the employee to continue to perform his job in an effective and non-disruptive manner. If the employee is convicted or pleads guilty to a misdemeanor, the City may discharge, suspend, or otherwise reprimand the employee as appropriate under the circumstances. If the employee is exonerated or if the case is dismissed, the employee shall be returned to his prior position unless other provisions of this Article would warrant discharge or suspension. The employee shall have no claim for back pay during the period of any suspension.
- (D) An employee who is found not guilty of all criminal charges after a jury trial is entitled to back-pay for the period of the employee's suspension. The back-pay award should be reduced by all the employee's earnings during the suspension which include unemployment benefits, insurance benefits, and other similar benefits. The employee is not entitled to back-pay if the charges are dismissed, not pursued after a hung jury, or not prosecuted for any other reason.
- (E) An employee who reports to work or works under the influence of any intoxicating beverage, narcotic, hallucinogenic drug, controlled substance, or illicit prescription drug, or who possesses or uses such substances while on City property or while working for the City may be discharged. However, an employee who volunteers to participate in a recognized and accredited in-house alcohol or drug rehabilitation program prior to the initiation of any disciplinary action or criminal charges will not be discharged from employment as long as satisfactory progress in such program is maintained and the employee satisfactorily completes the program. The employee will only be allowed one (1) time to participate in such programs. However, the employee may still be discharged even if he successfully completes the program if he is ultimately convicted or pleads guilty to a felony charge.
- (F) If an employee is suspected of being under the influence of alcohol or drugs, the Employer may request that the employee submit to a breathalyzer, urine, and/or blood test. If an employee refuses to submit to a breathalyzer, urine, and/or blood test, the employee may be discharged. Any employee required to hold a commercial driver's license (CDL) agrees to submit to random drug and alcohol testing in accordance with the City's written policy.

- (G) An employee who commits the following offenses may be discharged from his employment with the City of Goshen after he has been given written notification of the offense committed and a brief summary of the facts substantiating the City's conclusion that the offense was committed.
- (1) An employee who steals from the City of Goshen or any City employee.
  - (2) An employee who possesses or uses firearms, fireworks, or any other weapon on City property.
  - (3) An employee who intentionally damages City property or the property of a City employee.
  - (4) An employee who falsifies any City document or record, including a job application.
  - (5) Any employee who engages in gainful employment while on a leave of absence without written authorization to do so.
  - (6) An employee who intentionally strikes a supervisor.
  - (7) An employee who knowingly punches another employee's time card or time record, has someone else punch his time card or time record, or in any way alters the time card or time record for any reason.
  - (8) An employee who uses City equipment for personal purposes without authorization.
  - (9) An employee who removes City property from the City without authorization.
- (H) Any employee violating any of the following rules will be given a written statement identifying the rule violated and a brief statement of facts substantiating the violation, except in the case of a verbal warning. If a verbal warning is issued, the department head shall advise the employee of the rule violated and he shall notify the Union steward that the warning was issued. The warning will also be noted in the employee's personnel file, where it will remain for two (2) years. After two (2) years, the violation will be removed from the personnel file and will not be considered for the purposes of any subsequent disciplinary proceedings. The employee may request that the Union steward accompany him when any sanction is given to him by any person representing the City of Goshen. The maximum sanction for each violation is set forth in Exhibit A attached to this agreement.
- (I) To be considered a second, third, or fourth offense, the subsequent offense must have occurred within two (2) years of the first offense.
- (J) An employee who accumulates three (3) or more unrelated offenses within a twelve (12) month period may be discharged. Offenses that result in no more than a verbal warning will not be counted toward this total. All lay-offs will be without pay.
- (K) Any employee disagreeing with the action of the City may submit a grievance through the grievance procedures established in this agreement. However, the person hearing the grievance shall be limited to considering whether or not the employee violated the work rule and whether the City had the discretion to take the action it did under the terms of this agreement.

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**ARTICLE XXII      Vacations**

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(A) Vacation pay will be computed according to the following schedule:

<u>Length of Service</u>	<u>Vacation</u>
One (1) Year	Forty (40) Hours
Two (2) Years	Eighty (80) Hours
Five (5) Years	One hundred twenty (120) Hours
Ten (10) Years	One hundred sixty (160) Hours

An employee's length of service for vacation with pay is defined as the number of years worked for the City from the first day of full-time employment with the City. Employees are eligible for paid vacation after the end of their first year of employment.

(B) Employee's pay for vacation time shall be calculated by the employee's normal forty (40) hour work week. If a designated holiday is observed during the employee's vacation period, the employee will be eligible for additional time off with pay equal to the holiday time off for which the employee is eligible. An employee's vacation allowance for a year will be reduced one-twelfth (1/12) for each full month of unpaid leave of absence during the previous year. An employee's vacation allowance will not be reduced by any unpaid leave or absence of thirty (30) days or less.

(C) Vacation will normally be taken in units of at least forty (40) hours. However, an employee may take all but eighty (80) hours of his vacation allowance in separate four (4) hour segments, subject to Department Head Approval and adequate staffing on the days the employee seeks to use the vacation. Whenever possible, employees should take their total vacation. Pay in lieu of vacation will not be granted unless staffing requirements will not allow an employee to use his vacation, and only with the approval of the Mayor.

(D) An employee whose employment is terminated will receive pay in lieu of vacation allowance accrued during the current vacation year, provided termination is due to one (1) of the following reasons:

- (1) Resignation with a minimum two (2) weeks notice;
- (2) Release of the employee, including termination of grant;
- (3) Retirement; or
- (4) Death of an employee (paid to the estate of the employee).

For every ten (10) weeks worked during the year of termination, sixteen (16) hours of vacation will be paid.

(E) For all employees, length of service is defined as the number of years an employee has worked for the City of Goshen. This shall be figured from the date of full-time employment with the City of Goshen not calendar years, except for those employees who are provided a different method of calculation in the salary ordinance. An employee's vacation year begins on his date of hire anniversary date and ends on the employee's date of hire anniversary date one (1) year later.

(F) Vacations will be scheduled by department heads in January for the year. The department head may establish those periods of the year in which no vacations may be taken due to staffing requirements, but no vacation request will be unreasonably denied. Vacations will be scheduled during the remaining weeks on the basis of seniority according to the following procedure:

- (1) The employee with highest seniority in the department may first select two (2) one-week periods, which may be consecutive if he so chooses. The employee with next-highest seniority in the department may then select his two (2) one-week periods. This process shall continue until all employees in the department entitled to vacation have selected two (2) one-week periods.
- (2) Those employees entitled to at least one hundred twenty (120) hours of vacation may then make their third one-week selection with the employee having the highest seniority selecting a one-week period first.
- (3) Those employees entitled to a total of one hundred sixty (160) hours of vacation may then make their final one-week selection with the employee having the highest seniority selecting a one-week period first.

An employee entitled to make a vacation selection must do so within one (1) work day. Failure to make the selection within the allotted time allows the employee with the next-highest seniority to select. The employee failing to make their selection within one (1) day may select an open week at any time thereafter, but is not entitled to bump an employee with less seniority who has already made their selection.

(G) Not more than one (1) person in the department may elect to take vacation during any given week without the written consent of the department head. A person may change his vacation to any non-selected period, as long as he does so in writing, and with at least thirty (30) days notice given to the department head. The department head may waive the thirty (30) day notice requirement if the department will not be significantly inconvenienced by the lack of notice. Scheduling of non-selected weeks will be on the basis of the first to make the written request and not on the basis of seniority.

(H) Unused vacation may not be carried over from year to year without the written approval of the Board of Public Works and Safety or the Mayor and the Union.

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**ARTICLE XXIII Pledge Against Discrimination and Coercion**

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- (A) The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability, or political affiliation, all as required by law. The Union shall share equally with the Employer the responsibility for applying this provision.
- (B) All reference to employees in this agreement shall designate both sexes, and wherever the words his, her, their, them, employee, employees, and other pronouns are used, said words shall be construed to include both the male and female gender.
- (C) The Employer and the Union recognize the legal obligations to make reasonable accommodations for certain employees with disabilities as legally recognized under applicable federal law. The Employer and an employee with a disability may agree upon a part-time or modified work schedule without violation of this agreement. If a reader, interpreter, or other personal assistant is provided by or for an employee with a disability, such reader, interpreter, or other personal assistant is excluded from the bargaining unit covered by this agreement.
- (D) The Union agrees not to intimidate or coerce the Employer in an effort to recruit membership to the Union.

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**ARTICLE XXIV Sick Leave**

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- (A) Each employee shall earn sick (6) hours of sick leave for each month of service (seventy-two (72) hours of sick leave per year) beginning with the date of employment.
- (B) An employee who has accumulated two hundred forty (240) hours of sick leave may sell up to thirty-two (32) hours of sick leave back to City during January of each year at a rate of Seventeen and 50/100 Dollars (\$17.50) per hour provided that the sell back does not reduce the accumulated sick leave to less than two hundred forty (240) hours.
- (C) An employee leaving City employment who has more than ten (10) years longevity with the City of Goshen will be paid for all unused accumulated sick leave in excess of four hundred eighty (480) hours to a maximum of two hundred forty (240) hours paid if the employee is in good standing with the City of Goshen at the time he gives notice to terminate his employment, and if a four (4) week written notice of the intent to terminate his employment is given to the City of Goshen.
- (D) Any employee who has worked for more than ten (10) years is entitled to be paid for unused accumulated sick leave in excess of four hundred eighty (480) hours to a maximum of two hundred forty (240) hours paid if the employee is in good standing at the time City terminates his employment.
- (E) An employee who elects to leave his employment or is terminated by City while the employee is in good standing shall be paid for the sick leave eligible to be paid under the terms of this Article at the hourly rate the employee was receiving at the time the employee elected to leave City employment or was terminated by City.
- (F) Sick leave shall be paid for employee's physical or mental illness, injury or health condition. An employee may also use accrued sick leave for paid time off work to provide care to the employee's spouse, domestic partner, child, parent or sibling who is experiencing an illness, injury or other health condition, or seeking the medical diagnosis, care or treatment (including preventative medical treatment, dental care and optometric care) of a physical or mental illness, injury or other health condition.
- (G) There is no requirement for a doctor's note if the employee misses less than three (3) consecutive days unless the department head has a reasonable belief that the employee is misusing sick time. A department head may take the following patterns of use into consideration in determining if an employee has misused sick time:
  - (1) Use of unscheduled sick time before and/or after weekends or regular days off;
  - (2) Use of unscheduled sick time before and/or after holidays;
  - (3) Use of unscheduled sick time before and/or after vacations;
  - (4) Excessive absenteeism; and
  - (5) A continued pattern of using sick leave almost as soon as it is earned.

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**ARTICLE XXV      Safety and Health**

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- (A) The Employer shall establish and maintain conditions of work which are reasonably safe and healthful for employees and free from recognized hazards that are causing or likely to cause death or serious physical harm to employees.
- (B) No employee shall knowingly interfere with the use of any method or process adopted for the protection of any employee in such employment or fail to show or obey orders necessary to protect the life, health, and safety of himself or other employees.
- (C) No employee shall report any violation to any federal, state, or local governmental agency or any news agency without first making such violation known to the department head of his department, and if a satisfactory response is not obtained, to the Mayor's Office of the City of Goshen.
- (D) The Employer shall pay up to Four Hundred Dollars (\$400.00) in reimbursement toward the cost to purchase or repair work shoes or inclement weather gear such as raincoats, Carhartts, or other gear associated with work duties every calendar year. The work shoes or inclement weather gear must be approved by the department head as adequate for the work place considering the nature of the employee's job and shall not include any required personal protection equipment (PPE) provided for by the City.
- (E) If the Employer requires either goggles or a safety shield for work, the Employer will pay the reasonable cost of such goggles or safety shield. In the event that because of the nature of the work, goggles or a safety shield will not sufficiently protect the employee but prescription safety eye glasses will, the Employer will pay the cost of the prescription safety eyeglasses.
- (F) The City agrees to appoint a Safety Board which will examine safety issues throughout the City. One (1) Union member from each department may sit on the committee. The administration will appoint at least two (2) members to the committee. In addition, both the Police and Fire Unions will be allowed to appoint a member to the committee. This committee shall meet at least twice a year. Additional meetings may occur if circumstances warrant.

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**ARTICLE XXVI      Increment Pay**

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- (A) All full-time and permanent part-time Union employees of the City of Goshen who have completed at least one (1) full year of continuous employment with the City shall receive an annual increment pay bonus payable at the end of the calendar year or at the time of termination of employment with the City.
- (1) A permanent part-time employee of the City of Goshen shall be considered an employee scheduled to work one thousand forty (1,040) or more hours per year, but less than two thousand eighty (2,080) hours per year.
- (B) All eligible full-time Union employees of the City of Goshen shall receive increment pay in the amount of One Hundred Dollars (\$100.00) per calendar year of continuous employment, up to a maximum of Two Thousand Dollars (\$2,000.00).
- (C) All eligible permanent part-time employees of the City of Goshen shall receive a prorated amount of increment pay based on the amount of One Hundred (\$100.00) per calendar year of continuous employment, up to a maximum of Two Thousand Dollars (\$2,000.00), and calculated as follows:
- $$[(\text{Number of Hours Worked Previous Calendar Year}/2,080 \text{ Hours})][(\text{Number of Calendar Years of Continuous Employment})(\$100.00/\text{Calendar Year})] = \text{Prorated Annual Increment Pay}$$
- (D) An eligible employee of the City of Goshen shall earn one (1) year toward increment pay for each continuous calendar year of employment commencing January 1 following his or her date of employment. The employee shall earn an additional year toward increment pay each succeeding January 1.
- (E) Increment pay will be paid to an employee upon termination of employment with the City of Goshen based on the number of continuous calendar years of employment earned through January 1 of the current calendar year if:
- (1) The employee is in good standing with the City at the time of termination; and
- (2) The employee gives the City a minimum four (4) week written notice of his or her intent to terminate employment with the City, unless the employee is otherwise terminated by the City; or
- (3) The termination is due to the death of the employee.

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**ARTICLE XXVII Longevity Bonus**

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- (A) All full-time Union employees of the City of Goshen commencing employment with the City before January 1, 1990 and who have attained at least twenty (20) years of full-time employment with the City shall receive an annual longevity bonus payable at the end of the calendar year or at the time of termination of employment with the City.
- (B) All eligible employees of the City of Goshen who have completed at least twenty (20) years of full-time employment with the City shall receive an annual longevity bonus of Two Thousand Dollars (\$2,000.00).
- (C) All eligible employees of the City of Goshen who have attained their twentieth (20th) year of full-time employment with the City after January 1 shall receive a prorated portion of the annual longevity bonus of Two Thousand Dollars (\$2,000.00) based on the portion of the year remaining after they have attained their twentieth (20th) year of full-time employment.
- (D) All eligible employees of the City of Goshen shall receive a prorated portion of the annual longevity bonus of Two Thousand Dollars (\$2,000.00) upon termination of employment with the City based on the portion of the year employed after January 1 of the current calendar year if:
  - (1) The employee is in good standing with the City at the time of termination; and
  - (2) The employee gives the City a minimum four (4) week written notice of his or her intent to terminate employment with the City, unless the employee is otherwise terminated by the City; or
  - (3) The termination is due to the death of the employee.
- (E) This Article does not apply to full-time employees of the City of Goshen commencing employment with the City on or after January 1, 1990.
- (F) This section does not apply to part-time employees of the City of Goshen.

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**ARTICLE XXVIII Drug-Free Environment**

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The Union and the employees agree that they shall comply with all reasonable drug and alcohol policies which may be established by the City for all City employees as set forth in Exhibit B attached to this agreement.

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**ARTICLE XXIX      Commercial Driver's License**

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- (A) For any employee required to have a commercial driver's license the City will pay the cost of basic physicals required by state or federal regulations to maintain the commercial driver's license (CDL), provided the physicals are given by a physician designated by the City in accordance with such reasonable restrictions as the City may impose in order to obtain a group discount for these physical examinations. Notwithstanding this provision, a Union employee can have medical personnel of his or her own choice conduct the physical, provided the physical will meet the requirements to maintain the CDL and the employee pays the difference between the cost of the examination and the amount the City would have paid had the employee obtained the physical from the medical personnel selected by the City.
- (B) The City will pay for the cost of the CDL renewal or upgrade for any employee needing a CDL license to do their existing job.
- (C) The City will not pay for any testing required by state or federal regulations resulting from an accident.
- (D) The City will not pay for any additional testing or treatment as a result of the findings of the basic physical examination.
- (E) An employee who has been assigned by a Department Head to train fellow employees in obtaining their CDL shall receive Two Dollars (\$2.00) per hour for all hours spent in such training.

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**ARTICLE XXX      Schooling/Training**

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When the City requests that an employee attend a schooling or training session, the employee shall receive compensation for attending the schooling or training session and for travel to and from the session, provided that such travel occurs within the employee's normal work day. In addition, the employee will be provided City transportation with a City vehicle to attend the meeting unless one is not available, in which case the employee will be reimbursed at the rate of Fifty and One-half Cents (50.5¢) per mile for all travel to and from the school or training site. Travel to and from the school or training site outside the normal work day shall not be compensated. The City shall pay for the actual costs of a motel/hotel if stay at a motel/hotel is required in order to attend the schooling or training. The City will arrange for all motel/hotel accommodations at the hotel where the conference is held, if at all possible.

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**ARTICLE XXXI      Separability and Savings Clauses**

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- (A) If any article, paragraph, or section of this agreement or any amendment hereto should be held invalid by operation of application of federal, state, or local law or if compliance with or enforcement of any article, paragraph, or section of this agreement should be restrained by such court pending a final determination as to its validity, then the remainder of this agreement, any rider to the agreement, the operation or application of such article, paragraph, or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance or enforcement has been restrained shall not be affected.
  
- (B) If any article, paragraph, or section is held invalid or if enforcement or compliance with such article, paragraph, or section has been restrained, the parties shall enter into negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article, paragraph, or section during the period of invalidity or restraint.

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**ARTICLE XXXII      Tenure of Agreement**

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This agreement, including any exhibits attached to this agreement, shall be effective January 1, 2024 to December 31, 2026. This agreement will continue in full force and effect from year to year after December 31, 2026, unless notice in writing is given by either party prior to May 1,2026, or any year thereafter.

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**ARTICLE XXXIII Street Department Supplemental Agreement**

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**(A) Overtime.**

Employees within the department shall be entitled to pay at one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) in any single day and for all hours in excess of forty (40) in any single work week. A work week shall be from Friday through Thursday.

**(B) Hours of Work.**

Street Department's normal hours of work will be between 7:00 a.m. and 4:00 p.m., but not more than eight (8) hours of work, including paid break time. The work day shall start at midnight and continue until 11:59 p.m.

When a Street Department employee is called out outside of the normal hours of work, the employee will work their normal hours of work in addition to called out work period unless the employee has been called out in two (2) of the previous three (3) days.

**(C) Lunch and Break Periods.**

This department shall receive a one-half (½) hour paid break in the first half of the shift and a one-half (½) hour unpaid lunch period in the second half of the shift unless otherwise agreed by the employee and Employer.

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**ARTICLE XXXIV Parks and Recreation Department Supplemental Agreement**

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**(A) Scheduling Saturday and/or Sunday Work.**

The regularly scheduled work week for Parks and Recreation Department employees is Monday through Friday. However, in the event that a department head determines that the work week should include work on a Saturday and/or Sunday, the employees with the least seniority within the department, provided they are qualified to perform the work, must work the Saturday and/or Sunday unless an employee with higher seniority agrees to work the schedule which includes the Saturday and/or Sunday. The department head shall give at least two (2) weeks notice of the need to schedule work on a Saturday and/or Sunday, except in cases of a bona fide emergency.

**(B) Accrued Leave Time.**

An employee will not be required to submit more than a three (3) day notice of an intent to schedule vacation time of sixteen (16) hours or less. Park Department may deny use of vacation time if staffing is not sufficient to accommodate the request unless vacation time had been requested more than thirty (30) days in advance.

Accrued sick leave, floating holidays, vacation leave, and compensatory time will be listed on the employee's pay stub.

**(C) Vaccinations.**

City will provide employees, at City's cost, a hepatitis B vaccination, but no more than once every five (5) years.

**(D) Safety and Health.**

All employees will always wear protective safety gear provided by the department when appropriate. These devices shall include, but are not limited to seat belts, hard hats, eye protection, gloves, chaps, leather boots and ear protection.

Employees will participate in safety review meetings provided for them by the City.

(E) City agrees that it will employ at least five (5) full time park maintenance employees. Paragraph (E) shall remain in effect in 2024. Either City or Union may open discussion of this paragraph for 2025 or 2026 by providing written notice in writing to the other party by May 15 of the year prior to the effective date of any change.

(F) Park Department may suggest to an employee that the employee take compensatory time instead of paid overtime, however, the employee must agree to take compensatory time.

(G) The Park Department with the employee's agreement may eliminate the two (2) paid fifteen (15) minute breaks in exchange for one half an hour paid lunch.

(H) An employee who obtains both the Certified Pool & Spa Operator (CPO) and Certified Playground Safety Inspector (CPSI) certifications shall receive a total of Two Hundred Dollars (\$200.00) per year.

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**ARTICLE XXXV Wastewater Treatment Department Supplemental Agreement**

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The wastewater treatment facility must be operational seven (7) days a week and twenty-four (24) hours a day. A supervisory control and data acquisition (SCADA) system is being installed that will eliminate the need for round the clock supervision of the wastewater treatment facility under normal circumstances. However, someone will need to be on-call seven (7) days a week and twenty-four (24) hours a day to respond if necessary.

**(A) Hours of Work.**

- (1) In order to provide coverage at the wastewater treatment facility seven (7) days a week, the City may elect to schedule at least one (1) employee Tuesday through Saturday, at least one (1) employee Sunday through Thursday, and the remaining employees Monday through Friday. Scheduling of the various weekly schedules shall be on the basis of seniority with the most senior employee of the Wastewater Treatment Department who is trained and capable of operating the wastewater treatment facility selecting the weekly schedule that he or she wishes to work. The second-highest senior employee who is trained and capable of operating the wastewater treatment facility shall then select the weekly schedule that he or she wishes to work. This process shall continue on the basis of seniority until the Tuesday through Saturday and the Sunday through Thursday work schedules are filled.

In the event that an employee who is scheduled to work a schedule that includes Saturday or Sunday will be absent due to vacation, injury or illness, another wastewater treatment employee will be scheduled to cover the Saturday or Sunday based on reverse seniority.

**(B) Lunch.**

City may schedule an employee for an eight (8) hour day with no scheduled lunch period. If an employee works through his or her lunch period due to an emergency or the circumstances of the job on a particular occasion, the employee will be paid for the lunch period and allowed to clock-out one-half (½) hour early.

**(C) Certification Bonus.**

In addition to regular salaries, personnel of the water and sewer utilities shall receive Two Hundred Dollars (\$200.00) per year for each wastewater treatment plant operator certificate or water plant operator license received which is above and beyond the Employer's job description training requirements. The City will pay for the cost of the certification test, provided that the employee passes the certification test, and the costs of the periodic renewal of certification.

**(D) Shower Times.**

Maintenance employees will be allowed a period of time at the end of the work day to shower. One (1) employee will be allowed to shower twenty (20) minutes before the end of the work day; one (1) will be allowed to shower fifteen (15) minutes before the end of the work day; and the remaining employees will be allowed to shower ten (10) minutes before the end of the work day.

(E) **Vacation Scheduling.**

At least one (1) Union employee will be allowed to be on vacation in any given week.

(F) **Procedures for Assigning Overtime.**

- (1) When overtime becomes available on a given shift due to sickness, vacation or any other reason approved by management, overtime will be offered to any reasonably qualified employee already assigned to that shift before going to the overtime rotation book. If that employee chooses to work the available hours, the employee will be charged those hours in the overtime rotation book. If that employee chooses not to work the available hours, those hours will not be charged against the employee. However, if the overtime rotation book is used and that employee's name comes up in the regular rotation, then the rules of the contract apply and the employee will be charged the hours.
- (2) If all reasonably qualified employees have refused the hours available for overtime, they will be charged the number of hours rejected. In the event that all reasonably qualified employees refuse the overtime, then the reasonably qualified employee with the least seniority will have to work as stated in the contract and will be charged with the hours worked.
- (3) If an employee first accepts overtime and then chooses not to work it, a replacement must be found by using the overtime rotation book. Anyone who chooses not to work the overtime after another employee accepts it will not be charged those hours. However, the employee who first accepted the overtime and the replacement employee will both be charged those hours. Only the names of the employee who first accepted the overtime and the replacement employee should be moved over to the left side. If a replacement is not found, then the employee who first accepted the overtime must work.
- (4) The employee who is finding a replacement is responsible for entering all data into the overtime rotation book. All data shall be entered immediately as the calls are made except for vacations. If an employee is asked to fill in for a vacation, that employee may have up to twenty-four (24) hours to respond. Any employee on vacation at the time overtime is available will not be called upon to work.

(G) **On-Call.**

- (1) A City employee (either Union or management) will be designated to take home a laptop computer and a communication device during each period when no employee will be on duty at the wastewater treatment facility. In the event that a warning signal is received from the wastewater treatment facility, the employee will attempt to provide the needed assistance through the computer. If the issue cannot be resolved through the computer, the employee will immediately respond to the wastewater treatment facility and take all required actions. If the employee needs to report to the wastewater treatment facility, the employee will also advise management.
- (2) If a Union employee is responsible for the laptop computer and communication device on a day that the employee is scheduled to work, the employee will be paid Ten Dollars (\$10.00) for the period from the end of the employee's work day until the beginning of the next work day or 7:00 a.m. if there is no work scheduled the next day. If a Union employee is responsible for the laptop computer and communication device on a day that the

employee is not scheduled to work, the employee will be paid Fifteen Dollars (\$15.00) for the day and the next day ending at 7:00 a.m.

- (3) If a Union employee needs to report to the wastewater treatment facility, the employee will be paid in accordance with the contract provisions for call-ins. Any call-in pay will be in addition to the on-call pay provided above.
- (4) The on-call employee must remain within thirty (30) miles of the wastewater treatment facility at all times while the employee is on-call. Employees who at the time of the execution of this contract reside more than thirty (30) miles from the wastewater treatment facility will be excluded from the on-call rotation if the warning signals cannot be adequately received at the employee's home.
- (5) City will supply at City's expense all equipment necessary for the employee to be on-call, including any cell phone or pager required.

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**ARTICLE XXXVI Utilities Department Supplemental Agreement**

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A portion of the water facility must be operational seven (7) days a week and twenty-four (24) hours a day. A supervisory control and data acquisition (SCADA) system is being installed that will eliminate the need for round the clock supervision of a portion of the water facility under normal circumstances. However, someone will need to be on-call seven (7) days a week and twenty-four (24) hours a day to respond if necessary.

**(A) Lunch.**

An employee under the direct supervision of the Utility Office Manager shall receive a one (1) hour unpaid lunch unless otherwise agreed upon between the Employer and employee. Employees under the direct supervision of the Construction/Distribution Manager shall receive a one-half (½) hour unpaid lunch. Water Treatment Operators may be scheduled for an eight (8) hour day with no scheduled lunch.

**(B) Certification Bonus.**

In addition to regular salaries, personnel of the water and sewer utilities shall receive Two Hundred Dollars (\$200.00) per year for each wastewater treatment plant operator certificate or water plant operator license received which is above and beyond the Employer's job description training requirements. The City will pay for the cost of the certification test, provided that the employee passes the certification test, and the costs of the periodic renewal of certification.

**(C) Inclement Weather.**

- (1) The City and the Union recognize the fact that temperature, wind and precipitation in varying combinations may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort. In extreme conditions, outside work should continue only in the event of emergency. During extreme conditions, the City may suspend outside work or assign employees to other less exposed work either inside or outside.
- (2) The Union recognizes that the outside worker accepts reasonable discomfort from precipitation, temperature and wind. Reasonable discomfort should not justify suspension of work.
- (3) City recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified if possible.
- (4) It is agreed that when the wind chill as measured at the Goshen Middle School weather observatory is below minus ten degrees (-10), outside work will be suspended if requested by the employee, except for emergencies.
  - (a) As used in this section, an emergency shall be deemed to exist when continuity of a public service is threatened or interrupted or when public property, public health or public safety is endangered. The accumulation of snow, ice, water, leaves or debris on public property or recreational areas shall be deemed to endanger public safety. Emergencies shall include, but are not limited to the following:
    - (i) Broken water lines, including water mains, building sewers and meters

- (ii) Broken sewer lines
  - (iii) Lift stations
  - (iv) Flooding
  - (v) Fire
  - (vi) Customer service is damaged by utility
  - (vii) Water is off or hot water heat is off
  - (viii) Power outages
  - (ix) Fire hydrant hit or need to locate water or sewer line on emergency basis
- (b) Jobs requiring an employee to be outside in less than fifteen (15) minute intervals will not be considered to be outside work for the purposes of this section.
  - (c) If employee elects to suspend outside work, the employee will be sent home without pay unless the department head has inside work for the employee to perform. The employee may use vacation or floating holidays to cover a loss of pay.

**(D) On-Call.**

- (1) A City employee (either Union or management) will be designated to take home a laptop computer and a communication device during each period when no employee will be on duty at the water facility. In the event that a warning signal is received from the water facility, the employee will attempt to provide the needed assistance through the computer. If the issue cannot be resolved through the computer, the employee will immediately respond to the water facility and take all required actions. If the employee needs to report to the water facility, the employee will also advise management.
- (2) If a Union employee is responsible for the laptop computer and communication device on a day that the employee is scheduled to work, the employee will be paid Ten Dollars (\$10.00) for the period from the end of the employee's work day until the beginning of the next work day or 7:00 a.m. if there is no work scheduled the next day. If a Union employee is responsible for the laptop computer and communication device on a day that the employee is not scheduled to work, the employee will be paid Fifteen Dollars (\$15.00) for the day and the next day ending at 7:00 a.m.
- (3) If a Union employee needs to report to the water facility, the employee will be paid in accordance with the contract provisions for call-ins. Any call-in pay will be in addition to the on-call pay provided above.
- (4) The on-call employee must remain within thirty (30) miles of the water facility at all times while the employee is on-call. Employees who at the time of the execution of this contract reside more than thirty (30) miles from the wastewater treatment facility will be excluded from the on-call rotation if the warning signals cannot be adequately received at the employee's home.

(5) City will supply at City's expense all equipment necessary for the employee to be on-call, including any cell phone or pager required.

(E) **Additional Shift Differential.**

A Utilities Department employee who is scheduled to work a shift outside of their regular scheduled shift to flush hydrants shall receive Forty-five Cents (\$0.45) per hour in addition to the differential pay provided for in Article IV, paragraph (E).

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**ARTICLE XXXVII Central Garage Supplemental Agreement**

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**(A) Lunch and Break Periods.**

This department shall receive a one-half (½) hour paid break in the first half of the shift and a one-half (½) hour unpaid lunch period in the second half of the shift unless otherwise agreed by the employee and Employer.

**(B) Mechanic's Tool Insurance.**

The City will provide reimbursement for insurance covering theft and fire damage of mechanic-owned tools or City will pay employee's insurance company directly upon presentation of an invoice for the theft and fire damage of mechanic owned tools in any calendar year.

**(C) Mechanic's Tool Allowance.**

A mechanic and mechanic assistant may use all or any portion of the mechanic's work shoe allowance provided for in Article XXV, Safety and Health, to purchase at the employee's discretion tools to be used in their employment. In addition to applying all or a portion of the shoe allowance, a mechanic will be provided Seven Hundred Fifty Dollars (\$750.00) each year to purchase tools to be used in their employment.

A mechanic who holds a Master Automotive Certification or Master Heavy Truck Certification will be provided Eight Hundred Fifty Dollars (\$850.00) each year to purchase tools to be used in their employment. This is in addition to the work shoe allowance and mechanic's tool allowance.

Any portion of the work shoe allowance or additional tool allowance may be used to offset any tools purchased at the employee's discretion that are used exclusively for the employee's work even if a portion of the tools purchased is financed by the employee.

**(D) Certification Bonus.**

In addition to an employee's regular hourly rate, each employee shall receive Four Hundred Dollars (\$400.00) per year for each ASE certification test the employee has passed, provided the employee has kept the ASE certification current and the ASE certification test is within one of the following disciplines:

- (1) Automobile/Light Truck (A Series)
- (2) Medium/Heavy Duty Truck (T Series)
- (3) Truck Equipment (E Series)
- (4) Electronic Diesel Engine Diagnosis Specialist (L2)
- (5) Parts Specialist

The maximum ASE certification bonus the City will pay any employee is One Thousand Two Hundred Dollars (\$1,200.00).

City will reimburse any employee who passes the certification tests required to obtain the Master Automotive Certification or Master Heavy Truck Certification the cost of the test registration and the test fee up to a maximum of One Hundred Thirty-five Dollars (\$135.00) per test.

If there is no testing option except during normal work hours, any mechanic will be given time off to take the test with pay.

(E) **Compensatory Time.**

Employees shall be allowed to accumulate up to forty (40) hours compensatory time.

IN WITNESS WHEREOF, the parties have set their hands on the dates set forth below.

CITY OF GOSHEN

TEAMSTERS LOCAL UNION NO. 364  
affiliated with the  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS OF AMERICA

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

\_\_\_\_\_  
President

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

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

## EXHIBIT A - Disciplinary Sanctions

	OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
<b>Vehicular Accidents</b>					
1	Accident resulting from an employee's reckless conduct.	30 Day Lay-Off	Subject to Discharge		
2	Accident resulting from an employee's negligent conduct.	Written Warning	15 Day Lay-Off	Subject to Discharge	
3	Failure to immediately report an accident, including a personal injury accident or a property damage accident.	3 Day Lay-Off	Subject to Discharge		
4	Accident resulting from an employee's gross negligence.	5 Day Lay-Off	30 Day Lay-Off	Subject to Discharge	
<b>Attendance</b>					
1	Absence from work for three (3) successive work days without notification to the	Subject to Discharge			
2	Failure to notify the supervisor within fifteen (15) minutes after scheduled starting time of intention not to report to duty.	Written Warning	3 Day Lay-Off	Subject to Discharge	
3	Reporting late for shift without prior explanation to supervisor.	Written Warning	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge
4	Misuse of sick leave.	Written Warning	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge
<b>Conduct</b>					
1	Discourtesy to public.	Written Warning	3 Day Lay-Off	Subject to Discharge	
2	Insubordination.	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge	
3	Engaging in horseplay, running, scuffling or throwing things.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
4	Threatening, coercing, intimidating or interfering with fellow employees or supervisor.	Written Warning	3 Day Lay-Off	Subject to Discharge	
5	Violating FCC regulations.	Verbal Warning	Written Warning	5 Day Lay-Off	Subject to Discharge
6	Creating unsanitary conditions.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
7	Employee reporting to work unclean or in filthy clothing.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge

	OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
8	Making any preparation for leaving the work site prior to the allowed clean-up time at the end of the shift, unless authorized by supervisor.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
9	Leaving the work site during the work shift without permission or leaving the job before the end of the shift without supervisor authorization.	Written Warning	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge
10	Provoking or instigating a fight or fighting during working hours or at the work site.	5 Day Lay-Off	Subject to Discharge		
11	Sleeping on the job during working hours unless authorized by supervisor during time of emergency.	Written Warning	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge
12	Failure to report change in address or telephone number.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
13	Taking an extended lunch period or break.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
14	Insulting words or conduct directed toward a supervisor or made in the supervisor's proximity so that it is reasonably assumed to be directed toward the supervisor.	Written Warning	3 Day Lay-Off	Subject to Discharge	
15	Insulting words or conduct directed to a member of the public.	Written Warning	3 Day Lay-Off	Subject to Discharge	
16	Threatening, intimidating or retaliation against a member of the public, including intentionally defacing or damaging personal or real property.	3 Day Lay-Off	15 Day Lay-Off	Subject to Discharge	
17	Negligently damaging personal or real property.	Written Warning	3 Day Lay-Off	Subject to Discharge	
<b>Equipment</b>					
1	Failure to report any mechanical or defective condition of equipment.	Written Warning	3 Day Lay-Off	Subject to Discharge	
2	Failure to keep vehicle clean or to report the need of maintenance of assigned equipment.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
3	Removal of any portion of equipment such as safety guards or devices.	Written Warning	3 Day Lay-Off	Subject to Discharge	
4	Misuse of or the loss of personally issued safety equipment. (In addition to any penalty imposed, the employee will be expected to pay for the damages equal to the depreciated value of the equipment, but in no event is the cost to exceed Two Hundred Fifty Dollars (\$250.00).)	Written Warning	3 Day Lay-Off	Subject to Discharge	

	OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
5	Loss of or negligently damaging City equipment. (In addition to any penalty imposed, the employee will be expected to pay for the damages equal to the depreciated value of the equipment, but in no event is the cost to exceed Two Hundred Fifty Dollars (\$250.00).)	Written Warning	3 Day Lay-Off	Subject to Discharge	
6	Use of City-owned equipment for personal use, including use of City computer for personal purposes. This does not preclude limited personal use of a computer for appropriate and proper purposes during breaks or lunch or with the approval of the head of the department.	Written Warning	3 Day Lay-Off	Subject to Discharge	
<b>Safety</b>					
1	Failure to wear City-issued safety equipment.	Written Warning	3 Day Lay-Off	Subject to Discharge	
2	Carelessness in regards to safety of self and others.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
3	Failure to use lights on equipment.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
4	Violation of other safety rules or regulations.	Verbal Warning	Written Warning	5 Day Lay-Off	Subject to Discharge
5	Failure to properly set safety devices or apparatus where required.	Verbal Warning	Written Warning	5 Day Lay-Off	Subject to Discharge
6	Conviction of any moving traffic offense while operating City-owned equipment.	Written Warning	3 Day Lay-Off	Subject to Discharge	
7	Observation by any authorized supervisor of any traffic violation while operating City equipment.	Verbal Warning	Written Warning	3 Day Lay-Off	Subject to Discharge
8	Failure to keep work area clear of objects or materials that may be hazardous to health and safety.	Verbal Warning	Written Warning	5 Day Lay-Off	Subject to Discharge
<b>Work Habits</b>					
1	Causing unnecessary scrapping of materials or parts due to carelessness.	Verbal Warning	Written Warning	5 Day Lay-Off	Subject to Discharge
2	Use of or possession of another employee's tools without the employee's consent.	Written Warning	5 Day Lay-Off	Subject to Discharge	
3	Misusing, negligently destroying or damaging any City property or property of an employee.	Written Warning	Subject to Discharge		

	OFFENSE	FIRST OFFENSE	SECOND OFFENSE	THIRD OFFENSE	FOURTH OFFENSE
4	Deliberately restricting or delaying services.	Written Warning	30 Day Lay-Off	Subject to Discharge	
5	Failure to punch out when leaving the work site for personal reasons during the work day.	Written Warning	5 Day Lay-Off	Subject to Discharge	
6	Leaving the work site in continuous operation without being relieved by supervisor or next shift employee.	Written Warning	5 Day Lay-Off	Subject to Discharge	
7	Failure to report for duty within a reasonable time after called when required to report.	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge	
8	Gross negligence of duties which are part of normal activities.	3 Day Lay-Off	30 Day Lay-Off	Subject to Discharge	
<b>Miscellaneous</b>					
1	Unauthorized carrying of passengers.	5 Day Lay-Off	Subject to Discharge		
2	Suspension or revocation of driver's license when required for job classification.	Lay-off without pay until the license is reinstated. If license remains suspended or revoked for more than sixty (60) days, employee will be subject to discharge.			

## **EXHIBIT B - City of Goshen, Indiana Drug-Free Workplace Policy**

This policy is established pursuant to the federal Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D) and implementing regulations published at 54 FR 4946 and 4956. The City of Goshen is subject to these regulations because of its receipt of federal grants.

This policy is adopted to assure, to the maximum extent possible, that the work of employees is carried out in a drug-free workplace. This policy is supplementary to any other policies of the City of Goshen. This statement of policy does not replace or limit the provisions or applicability of any other policy of the City.

### **Policy**

1. The unlawful manufacture, distribution, dispensing, possession or use of controlled substances by an employee in the workplace is prohibited.
2. Any employee convicted of violation of any criminal drug statute in the workplace shall be subject to the following:
  - a. Suspension, without pay, pending satisfactory completion of an approved drug rehabilitation counseling/treatment program; or
  - b. Dismissal.

Determination of the sanction to be applied shall be determined by the Board of Public Works and Safety within thirty (30) days of notice of such conviction, after a hearing at which the employee may submit evidence and be represented by counsel.

### **Definitions**

1. "Employee" shall mean any person employed by the City.
2. "Workplace" shall include any location where an employee is carrying out activities of the City.
3. "Controlled Substances" shall mean any controlled substance in Schedule I through V of Section 202 of the Controlled Substances Act (21 USC 812), and as further defined by regulations at 21 CFR 1300.11 through 1300.15.

### **Agreement by Employees**

As a condition of employment, employees will:

1. Abide by the terms of this Policy.
2. Notify the City, through the employee's department head, the Secretary to the Board of Works or the Mayor, of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

**Drug-Free Workplace Awareness Program**

There is hereby established a Drug-Free Workplace Awareness Program to be administered by the Mayor or his designee, which program shall include the development and dissemination of information with respect to:

1. The dangers of drug abuse in the workplace;
2. The City's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

**Notifications**

1. The Mayor or his designee shall provide each employee with a copy of this policy statement.
2. The Mayor or his designee shall notify the US Department of Housing and Urban Development and/or other applicable federal agencies of any criminal conviction for a violation of a drug statute occurring in the workplace no later than ten (10) days after receiving notice of such conviction.

Approved by the Board of Public Works and Safety of the City of Goshen, Indiana, this 28th day of January, 1991.

BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF GOSHEN, INDIANA

/s/ Mike Puro  
Mayor

/s/ R. Kenneth Mack  
Board Member

ATTEST:

/s/ Nancy Hoke  
Clerk-Treasurer

/s/ Kathy A. Marquis  
Board Member

## EXHIBIT C - Employment Categories

### Category A

Mechanic  
SCADA Operator Technician

### Category B

Wastewater Treatment Operator  
Water Plant Operator  
Sewer Maintenance Technician  
Wastewater Maintenance Technician  
TVI Specialist  
Water and Sewer Construction and Distribution Technician  
Inspector Crew Technician  
Park Ranger/Pavilion Manager and Maintenance  
Heavy Equipment Operator  
Water Treatment Operator  
Paint and Sign Technician

### Category C

Assistant Water Treatment Operator/Maintenance Technician

### Category D

Meter Service Technician  
Park Maintenance  
Light Equipment Operator  
Mechanic Assistant

### Category E

None

### EXHIBIT D - 2024 Wages

<b>Union Category</b>	<b>0 to 1 YEAR</b>	<b>1 YEAR to 3 YEARS</b>	<b>OVER 3 YEARS</b>
A	29.40	31.50	33.60
B	24.09	26.28	28.46
C	23.51	26.01	27.74
D	22.98	25.43	27.39
E	22.26	24.66	26.42

### EXHIBIT E - 2025 Wages

<b>Union Category</b>	<b>0 to 1 YEAR</b>	<b>1 YEAR to 3 YEARS</b>	<b>OVER 3 YEARS</b>
A	30.28	32.45	34.61
B	24.81	27.07	29.31
C	24.22	26.79	28.57
D	23.67	26.19	28.21
E	22.93	25.40	27.21

**EXHIBIT F – 2026 Wages**

<b>Union Category</b>	<b>0 to 1 YEAR</b>	<b>1 YEAR to 3 YEARS</b>	<b>OVER 3 YEARS</b>
A	31.19	33.42	35.65
B	25.55	27.88	30.19
C	24.95	27.59	29.43
D	24.38	26.98	29.06
E	23.62	26.16	28.03



**STORMWATER DEPARTMENT  
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

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

**FROM:** Jason Kauffman, Stormwater Coordinator

**RE:** **200 – 300 BLOCK OF S INDIANA AVE PROPERTY PURCHASE (WEST SIDE OF LINWAY LAKE) (JN: 2021-0025)**

**DATE:** November 20, 2023

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After the historic February 2018 Flood, City of Goshen staff and elected officials worked together with staff from Christopher B. Burke Engineering to prepare a flood resilience plan to improve the City of Goshen's flood resilience moving forward. The flood resilience plan was adopted by the City Council on July 18, 2022, and since then City staff have been working to implement the plan.

One strategy identified in the flood resilience plan is to protect undeveloped land within the floodplain and flood fringes of waterways flowing through the City. In November of 2020, Tim Hershberger approached the City with interest in selling a property along the west side of Linway Lake and within the 200 to 300 block of S Indiana Avenue. This property lies within the Elkhart River floodplain (see map below) and its purchase would align with the desired implementation of the adopted flood resilience plan. An additional benefit is this property will provide the Goshen Parks and Recreation Department a public access to Linway Lake, which currently is only accessible through the private property of Linway Plaza.

The benefits of purchasing this property have been discussed by the Environmental Resilience, Legal, Parks & Recreation, Redevelopment, and Stormwater Departments and it was agreed to pursue the purchase of this property. The Stormwater Department has been working with Mr. Hershberger and the Goshen Legal Department to prepare a purchase agreement (included below) in the amount of \$25,000, to be paid for out of the Stormwater Department's 2023 budget. The Goshen Stormwater Department is requesting the Board of Public Works and Safety's approval to move forward with the purchase of this property.

**Requested Motion: I move to approve the Stormwater Department's request to purchase the 1.69 acres located in the 200-300 Block of S Indiana Avenue for the amount of \$25,000 and to approve the Mayor signing the purchase agreement.**

Spatial Reference Information  
 Name: WGS 1984 Web Mercator Auxiliary Sphere  
 Projection: Mercator Auxiliary Sphere  
 Central Meridian: 0.0000  
 Spring 2021 Aerial



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

## City of Goshen

Created: 10/22/2021  
 by Mattie Lehman, Stormwater



1 inch = 180 feet  
 0 75 150  
 US Feet

## West side of Linway Pond between 214 and 314 S Indiana Ave

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

The City of Goshen  
 Department of Public Works &  
 Safety Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626



**Stormwater Department  
CITY OF GOSHEN**

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

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stormwater@goshencity.com • www.goshenindiana.org

## 2018 Flood Images of Linway Lake Area



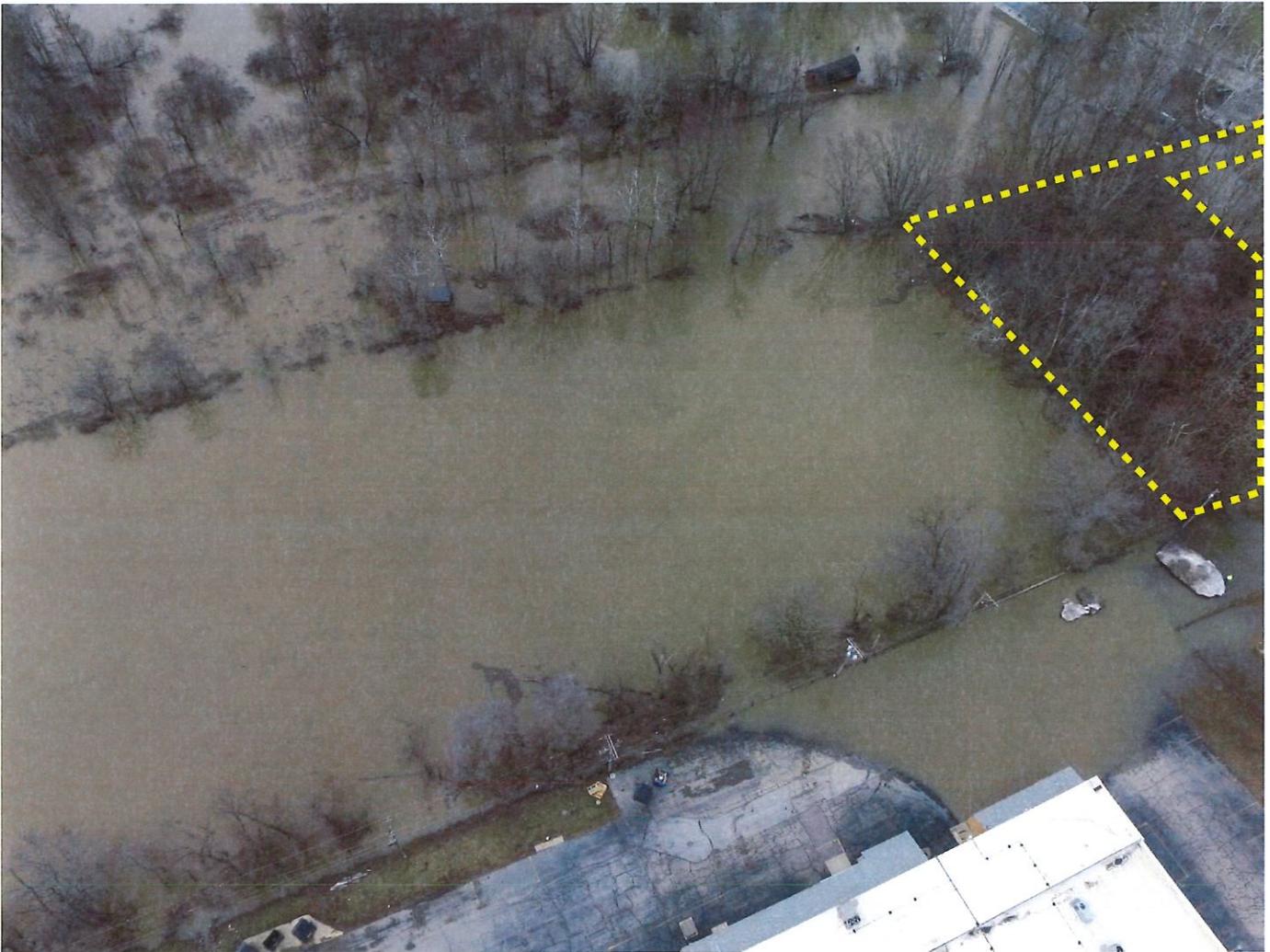
Looking south with Lincoln Avenue at the bottom of the image. Mr. Hershberger's property is at the top of the image. (*Image Date: February 21, 2018, Photo credit: Sharon Hernandez*)

The above image was taken at 4:28 pm and the Elkhart River crested at 12.53 feet at 4:15 pm on February 21<sup>st</sup>.

The following images were taken around 9:25 – 9:30 am on February 22<sup>nd</sup> and show how the water was already receding but still covered Mr. Hershberger's property. The Elkhart River was around 11.0 feet at the time of these images.



Looking south along S Indiana Avenue. Linway Lake is in the lower left corner of the picture and the Mr. Hershberger's property is the wooded area to the right of Linway Lake. (Image Date: February 22, 2018, Photo credit: Andrew Kauffman)



Linway Lake behind Linway Plaza. Mr. Hershberger's property is the wooded area on the right side of the image. *(Image Date: February 22, 2018, Photo credit: Andrew Kauffman)*



Looking west at S Indiana Avenue with Linway Plaza off the bottom of the picture. Mr. Hershberger's property is the wooded area on the left side of the image. (Image Date: February 22, 2018, Photo credit: Andrew Kauffman)



Looking east towards the south side of Linway Plaza. The snow pile shelf shows how high the floodwaters rose. (Image Date: February 22, 2018, Photo credit: Jason Kauffman)



Looking west towards S Indiana Avenue. Mr. Hershberger's property is to the left of the picture. (Image Date: February 22, 2018, Photo credit: Jason Kauffman)



Looking west; 302 S Indiana Ave is on the right, 304 S Indiana Ave is in the middle, and 308 S Indiana Ave is on the left of the picture. (Image Date: February 22, 2018, Photo credit: Jason Kauffman)



Looking south at the west edge of Mr. Hershberger's property and the yellow garage for 308 S Indiana Avenue on the right side of the picture. (Image Date: February 22, 2018, Photo credit: Jason Kauffman)

21

**AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2023, which is the last signature date set forth below, by and between Timothy V. Hershberger and Gwen F. Hershberger ("Hershberger"), and the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting by and through the Goshen Board of Public Works and Safety ("Goshen").

1. Real Estate.

In consideration of the purchase price and on the terms, covenants, and conditions to be kept and performed by the respective parties, Hershberger agrees to sell and Goshen agrees to purchase the following real estate located in Elkhart County, Indiana, identified as Parcel No. 20-11-09-351-051.000-015, consisting of approximately 1.69 acres in Goshen, Indiana, as more particularly described as set forth in Exhibit A to this Agreement.

The above-described real estate is hereinafter referred to as the "Real Estate."

2. Purchase Price.

The Purchase Price for the Real Estate is Twenty-Five Thousand Dollars (\$25,000.00).

3. Taxes and Assessments.

Hershberger shall be responsible for the real estate taxes and assessments for the Real Estate for 2022 due and payable in 2023. Goshen shall be responsible for all taxes and assessments that come due and payable in 2024 and thereafter upon closing.

4. Title Search.

A title search for the Real Estate shall be obtained. The cost of the title search shall be paid by Goshen. Any encumbrances or defects in title must be removed by Hershberger and Hershberger must convey merchantable title subject to standard title exceptions. Hershberger agrees to pay the cost of obtaining all other documents necessary to perfect title so that merchantable title can be conveyed.

5. Warranty Deed.

Hershberger shall deliver to Goshen a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record, including but not limited to zoning restrictions, taxes, easements, rights-of-way, and assessments.

6. Closing.

A closing shall be held as soon as possible between the parties to effectuate the transfer of the Real Estate and Transfer Real Estate as contemplated herein, but in no event later than December 31, 2023. Parties will equally share in any costs associated with the closing.

7. Possession.

Possession and occupancy of the Real Estate will be delivered to Goshen at closing. Hershberger shall maintain the Real Estate in its present condition, until closing.

8. Condition of Real Estate.

Hershberger makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose, and Goshen accepts the Real Estate as is.

9. Amendment.

Any amendment or modification to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

10. Miscellaneous.

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

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

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

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

11. Authority to Execute.

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

Hershberger

City of Goshen, Indiana

*Timothy Hershberger*  
Timothy V. Hershberger

By: \_\_\_\_\_

Gina M. Leichty, Mayor  
Goshen Board of Public Works & Safety  
City of Goshen, Indiana

*Gwen F. Hershberger*  
Gwen F. Hershberger

Dated: *Nov. 16, 2023*

Dated: \_\_\_\_\_

EXHIBIT A – LEGAL DESCRIPTION

A part of the West Half (W ½) of the Southwest Quarter (SW ¼) of Section 9, Township 36 North, Range 6 East, described as follows:

Beginning at a point that is 1637.42 feet North and 191.08 feet East of the Southwest corner of said Southwest Quarter; thence East 208.92 feet; thence South 497.97 feet; thence West 400 feet; thence North 16.5 feet; thence East 191.89 feet; thence North 481.47 feet to the point of beginning.

LESS AND EXCEPTING:

A part of the Southwest Quarter of Section Nine, Township Thirty-six North, Range Six East, in Elkhart County, Indiana, more particularly described as follows:

Commencing at a stone at the intersection Berkey and Indiana Avenues, said stone marking the Southwest corner of the Southwest Quarter of Section Nine, Township Thirty-six North, Range Six East Elkhart County, Indiana; thence due North on an assumed bearing along the center line of Indiana Avenue and the West line of the Southwest Quarter of Section Nine, One Thousand One Hundred Thirty-nine and ninety-two hundredths (1139.92) feet; thence South Eighty-nine (89) degrees Forty-four (44) minutes East Four Hundred (400) feet; thence due North Four Hundred Ninety-seven and ninety-five hundredths (497.95) feet to the place of beginning of the tract of land here described; thence West along the South line of a driveway presently used as access from South Indiana Avenue to the Linway parking area a distance of One Hundred Eighty-five (185) feet; thence due South a distance of One Hundred Eighty (180) feet; thence due East, a distance of One Hundred Eighty-five (185) feet; thence North a distance of One Hundred Eighty (180) feet to the place of beginning.

*FA*



**Engineering Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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: **CROSSING SUBDIVISION DRAINAGE  
(JN: 2020-0033)**

DATE: November 20, 2023

---

Attached please find Change Order No. 7 – A Balancing Change Order.

Change Order No. 7 reduces the current contract price -\$95,003.30, making the final contract amount \$1,350,671.26 a 1.13% decrease under the original contract of \$1,366,090.23.

<b>Original contract amount</b>	<b>\$1,366,090.23</b>
<u>Change Order No. 1-7</u>	<u>\$ -15,418.97</u>
<b>Revised contract amount</b>	<b>\$1,350,671.26</b>

**Suggested Motion: Move to approve the balancing Change Order No. 7 decreasing the contract \$95,003.30, for a final contract amount of \$1,350,671.26.**

**CHANGE ORDER FORM**

Pg 1 of 4

Change Order No. 7  
Date: 11/20/2023

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

OWNER: City of Goshen  
PROJECT NAME: The Crossing Subdivision Drainage  
PROJECT NUMBER: 2020-0033  
CONTRACTOR: HRP Construction

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

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

6b	Structural Backfill, Type 1 (Note: This balances the line item out)	-1160 CYD	(@)	\$24.00	-----	-\$27,840.00
7a	Silt Fence (Note: This balances the line item out)	-300.0 LFT	(@)	\$1.78	-----	-\$534.00
9	Compacted Aggregate for Base, No. 53 (Note: This balances the line item out)	34 CYD	(@)	\$63.00	-----	\$2,142.00
11a	HMA Surface, 9.5mm, Type B (Note: This balances the line item out)	-1.72 TON	(@)	\$186.00	-----	-\$319.92
11b	HMA Intermediate, 19.0mm, Type B (Note: This balances the line item out)	-20.27 TON	(@)	\$138.00	-----	-\$2,797.26
11c	HMA Base, 25.0mm, Type B (Note: This balances the line item out)	-7 TON	(@)	\$137.00	-----	-\$890.50
12	Asphalt for Tack Coat (Note: This balances the line item out)	-1295 SYD	(@)	\$0.60	-----	-\$777.00
17a	Mulched Seeding (Note: This balances the line item out)	-5416 SYD	(@)	\$0.67	-----	-\$3,628.72
17b	Erosion Control Blankets (Note: This balances the line item out)	-4826 SYD	(@)	\$1.50	-----	-\$7,239.00
18a	Fence, Chain Link, 48 in. (Note: This balances the line item out)	-109 LFT	(@)	\$28.50	-----	-\$3,106.50
18b	Fence, Privacy, White Vinyl, 72 in. (Note: This balances the line item out)	-660 LFT	(@)	\$46.50	-----	-\$30,690.00
19a	Storm Sewer Pipe, Circular, 10" DI (Note: This balances the line item out)	4.0 LFT	(@)	\$50.00	-----	\$200.00
					=	-\$75,480.90

**CHANGE ORDER FORM**

Pg 2 of 4

Change Order No. 7  
Date: 11/20/2023

25	Storm Sewer Pipe, Circular, 12" RCP (Note: This balances the line item out)	-56 LFT	@ \$40.00	-----	-\$2,240.00
28	Top Soil- Haul In (Note: This balances the line item out)	64 CYD	@ \$30.00	-----	\$1,917.60
29	Compacted Aggregate for Base, No. 2 (Note: This balances the line item out)	-192 CYD	@ \$50.00	-----	-\$9,600.00
30	Geotextile for Subgrade, Type 2B (Note: This balances the line item out)	-800 SYD	@ \$2.50	-----	-\$2,000.00
32	Relocate Water Service, 2" w/Tracer Wire (Note: This balances the line item out)	-170 LFT	@ \$40.00	-----	-\$6,800.00
Alt A	Storm Sewer Pipe, Circular, 18", RCP (Note: This balances the line item out)	-25 LFT	@ \$32.00	-----	-\$800.00
				=	-\$19,522.40

**Total of Pages 1-2      -\$95,003.30**

CHANGE ORDER FORM

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$1,366,090.23
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers	1 to <u>1</u>	\$79,584.33
3. Amount of Contract, not including this supplement		\$1,445,674.56
4. <del>Addition</del> /Reduction to Contract due to this supplement		(\$95,003.30)
5. Amount of Contract, including this supplemental		\$1,350,671.26
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)		(\$15,418.97)
7. Total percent of change in the original contract price Includes Change Order No.	1 to <u>7</u>	-1.13%
(Line 6 divided by Line 1)		

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 0 calendar days, making the final completion date N/A.
  
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
  
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
  
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 4 of 4

Change Order No. 7

RECOMMENDED FOR ACCEPTANCE

Dustin H. Sailor 11.13.23  
Dustin Sailor, PE

ACCEPTED: BOARD OF PUBLIC WORKS  
CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ACCEPTED: CONTRACTOR

\_\_\_\_\_  
HRP Construction

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

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Engineering Department  
CITY OF GOSHEN**

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

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **REQUEST FOR STOP SIGN AT HACKBERRY/SOURWOOD**

DATE: November 20, 2023

The engineering department received a request to consider making the intersection at Hackberry and Sourwood into an “all-way stop” intersection with the addition of stop signs on Hackberry Drive. Currently, there are stop signs on Sourwood Drive with an additional sign stating, “Cross Traffic Does Not Stop”.

According to the Indiana MUTCD:

*The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*

*A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*

*B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes involve the failure or yield of the right-of-way, right-turn and left-turn collisions as well as right-angle collisions.*

*C. Minimum volumes:*

*1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*

*2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*

*3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*

*D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Incident reports with the police department show a total of 2 accidents in the past 12 months had occurred at or near the intersection. Neither of the accidents were due to failure or yield of the right-of-way. Without considering traffic volumes, the warrant is not met with the number of crashes alone. According to the MUTCD, a warrant describes a threshold condition based upon

average or normal conditions that, if found to be satisfied as part of an engineering study, shall result in analysis of other traffic conditions or factors to determine whether a traffic control device or other improvement is justified.

The request was considered at the November Traffic Commission meeting. Commissioners voted unanimously in denial of making the intersection into an all-way stop.

**Requested Motion: Deny modifying the intersection of Hackberry and Sourwood from a 2-way stop into an all-way stop.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

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

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

\_\_\_\_\_  
Orv Myers, Member

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



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **RIDGEVIEW PLACE SUBDIVISION – SPEED LIMIT**

DATE: November 20, 2023

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After the Board of Public Works approval from the September 25, 2023, meeting, a 30mph speed limit sign was installed at the entrance of the Ridgeview Place Subdivision. Following the installation of the speed limit sign, the residents contacted the engineering department again to request that the speed limit be lowered to 20mph as they were unaware when making the original request for the sign, that the speed limit for an urban subdivision is 30mph per the Federal Highway Administration and Indian Code 9-21-5.

The request was considered at the November Traffic Commission meeting. Commissioners voted unanimously in denial of lowering the speed limit.

**Requested Motion: Deny lowering the speed limit throughout the Ridgeview Place Subdivision.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

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

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

\_\_\_\_\_  
Orv Myers, Member

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



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **DEAF CHILD AWARENESS SIGNS**

DATE: November 20, 2023

---

The engineering department received a request for deaf child awareness signs along Cottage Avenue on either side of 305 South Cottage Avenue.

The request was considered at the November Traffic Commission meeting. Commissioners voted unanimously in denial of the deaf child awareness signs.

**Requested Motion: Deny the installation of deaf child awareness signs along Cottage Ave.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

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

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

\_\_\_\_\_  
Orv Myers, Member

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



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2024 TRANSPORTATION ASSET MANAGEMENT PLAN (JN: 2023-0004)**

DATE: November 20, 2023

---

The City of Goshen is responsible for submitting a Transportation Asset Management Plan to INDOT through the Local Technical Assistance Program at Purdue. The Transportation Asset Management Plan reports on the current condition of Goshen's road assets, provides suggested guidance to increase the overall condition of Goshen's road assets, and fulfills eligibility requirements for Community Crossings Matching Grant Fund applications.

**Requested Motion: Move to approve the 2024 Transportation Asset Management Plan for submittal to INDOT through the Local Technical Assistance Program**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

\_\_\_\_\_  
Gina Leichty, Mayor

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

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

\_\_\_\_\_  
Orv Myers, Member

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



# TRANSPORTATION ASSET MANAGEMENT PLAN

---

2024

# City of Goshen Transportation Asset Management Plan 2024

Approved by:  
Board of Public Works and Safety on November 20, 2023

\_\_\_\_\_  
Mayor Gina Leichy

\_\_\_\_\_  
Michael Landis

\_\_\_\_\_  
Mary Nichols

\_\_\_\_\_  
Barb Swartley

\_\_\_\_\_  
Orv Myers

Prepared by:  
Boston Snyder, Asset Manager  
Goshen Engineering Department  
204 East Jefferson St, Suite 1  
Goshen, IN 46528

# Contents

- Definitions..... 4
- Plan Overview ..... 5
- What is the PASER System?..... 6
  - PASER Rating of 10 ..... 6
  - PASER Rating of 9 ..... 6
  - PASER Rating of 8 ..... 6
  - PASER Rating of 7 ..... 7
  - PASER Rating of 6 ..... 7
  - PASER Rating of 5 ..... 7
  - PASER Rating of 4 ..... 7
  - PASER Rating of 3 ..... 8
  - PASER Rating of 2 ..... 8
  - PASER Rating of 1 ..... 8
- PASER Survey and Work Plan ..... 9
  - Goshen’s Existing Roadway Conditions ..... 9
- Pavement Maintenance and Cost..... 13
  - Preventative Maintenance ..... 13
  - Non-structural Preservation Treatment..... 13
  - Rehabilitation or Structural Repairs ..... 13
  - Reconstruction or Replacement ..... 13
  - Cost Summary..... 14
  - Preservation Strategy ..... 15
  - Treatment Summary..... 15
- Drainage and Right of Way..... 16

## Definitions

**Alligator Cracks** - Interconnected cracks that form small pieces, usually one inch to 6 inches in size.

**Block Cracks** - Interconnected cracks that form large blocks, usually at right angles.

**Distortion** - Shoving or rippling surface material displaced crossways to the direction of traffic.

**Flushing** - The excess asphalt on the surface caused by a poor initial asphalt mix design.

**Longitudinal Cracks** - Cracks that run parallel to the direction of traffic.

**Maltenes** - The n-alkane-soluble molecular components of asphalt, which is the residue remaining after petroleum refiners remove other useful derivatives such as gasoline and kerosene from crude oil.

**Patches** - Original surface repaired with new asphalt material.

**Polishing** - A smooth slippery surface caused by traffic wearing off sharp edges of aggregate.

**Potholes** - Holes or loss of pavement material.

**Raveling** - The progressive loss of pavement material from the surface downward.

**Reflection Cracks** - Cracks in overlays that reflect the crack pattern in the pavement underneath.

**Rutting** - The displacement of unstable material or traffic compaction that creates channels in wheel paths.

**Slippage Cracks** - Crescent or rounded cracks in the direction of traffic.

**Transverse Cracks** - Cracks that run perpendicular to the flow of traffic.

## Plan Overview

The City of Goshen is responsible for maintaining the city's transportation assets, including roadways and culverts. The City of Goshen has set both short-term and long-term condition targets for their roadways. In order to meet the long-term targets, the City of Goshen must continue to plan, budget, and adjust projects on the roadways to reach these standards.

The purpose of this plan is to rate the current pavement conditions of each roadway segment to identify the maintenance, repair, and replacement activities needed. The City of Goshen has approximately 146 centerline miles of roadway, which is approximately 300 lane miles of roadway. Utilizing PASER guidelines, the results of the survey will help to develop maintenance, repair, and replacement programs in consideration of available funds. This plan will be updated annually, with the PASER survey to occur annually as well.

This asset management plan is performance based. The objectives of this plan are measurable and support our day-to-day operations as well as our strategic goals. The city has developed this plan with resiliency in mind to give our roadways the best level of service possible through extreme Indiana weather. Funding decisions will be made from this plan, such as where to allocate funds across our roadway network, based off of thorough analysis. This asset management plan will rely on quality information and data to make such analyses and should be revisited annually at a minimum to ensure data are up to date. In order to best serve the city, it is recommended to have an operational year operating from November 1st through October 31st. This operational time frame ensures the city can maintain compliance with annual reporting requirements for funding and grant opportunities.

This plan is designed to improve the overall condition of the City of Goshen's pavement assets. While immediate progress may not be noticeable, following the steps outlined in this plan should increase the average rating of the city's pavement network. The City of Goshen wishes to keep as many roads in the good condition as possible, and as many roads in the fair condition as possible. This means the city will aim for an average PASER score of 5.0 or higher. The City of Goshen will also work to move all roads in poor condition to good or fair condition. If for any reason the average rating of the city's pavement network decreases noticeably, this plan should be revised to address any insufficiencies.

## What is the PASER System?

PASER stands for Pavement Surface Evaluation and Rating. The PASER system is a comprehensive pavement management system that involves collecting data and assessing several road characteristics, such as roughness, surface distress, surface skid conditions, and structure. Surface condition is one of the most vital elements in any pavement management system. Using the simplified rating system that is presented in the Asphalt PASER Manual to evaluate our roadways, combined with our inventory data, can be very helpful in planning future budgets and setting priority target areas.

Each year the City of Goshen will inventory all local roadways, evaluate the condition of the pavement surface, and use the condition evaluations to set priorities for projects and select alternative treatments based on the overall condition of the road segment. Using the PASER scale, a road segment is given a score of 1 - 10, with 10 being used to score a brand new segment and 1 being used to score a segment that has completely failed. To more closely identify the treatment that should be used to the entire segment, the segment is given a score based off of the worst area within the segment. The following section provides guidance of all possible PASER scores and their appropriate treatment and maintenance activities.

### PASER Rating of 10

Roads with a PASER rating of 10 are road segments of brand new construction. They do not have any visible distresses and require no treatments. Maltene Replacement Treatment can be added to extend the life of the roadway.

### PASER Rating of 9

Roads with a PASER rating of 9 are road segments of new construction or road segments with a recent overlay. They do not have any visible distresses and require no treatments.

### PASER Rating of 8

Roads with a PASER rating of 8 are road segments that have no longitudinal cracks except reflection of pavement joints. Occasional transverse cracks widely spaced (40' or greater). All cracks sealed or tight (open less than 1/4"). Treatments are crack sealing in order to extend the life of the road segment one to three years.

## PASER Rating of 7

Roads with a PASER rating of 7 show first signs of aging. Very slight or no raveling occurring, surface shows some traffic wear. Longitudinal cracks (open 1/4") due to reflection or paving joints. Transvers cracks (open 1/4") spaced 10' or more apart with little or slight crack raveling. No patching or very few patches in excellent condition. Treatments are crack sealing in order to extend the life of the road segment one to three years.

## PASER Rating of 6

Roads with a PASER rating of 6 show signs of aging but have a sound structural condition. Slight raveling (loss of fines) and traffic wear. Longitudinal cracks (open 1/4" to 1/2") some spaced less than 10'. First sign of block cracking. Slight to moderate flushing or polishing. Occasional patching in good condition. Treatments are seal coating to extend the life of the road segment three to five years.

## PASER Rating of 5

Roads with a PASER rating of 5 show signs of surface aging but has a sound structural condition. Moderate to severe raveling (loss of fine and coarse aggregate). Longitudinal and transvers cracks (open 1/2") show first signs of slight raveling and secondary cracks. First signs of longitudinal cracks near pavement edge. Block cracking up to 50% of surface. Extensive to severe flushing or polishing. Some patching or edge wedging in good condition. Treatments are seal coating or non-structural overlay to extend the life of the road segment three to five years.

## PASER Rating of 4

Roads with a PASER rating of 4 show significant aging and first signs of need for strengthening. Severe surface raveling. Multiple longitudinal and transverse cracking in wheel path. Block cracking (over 50% of surface). Patching in fair condition. Slight rutting or distortions (1/2" deep or less). Road treatments are structural overlays of 2" or more.

## PASER Rating of 3

Roads with a PASER rating of 3 need patching and repair prior to major overlay. Closely spaced longitudinal and transverse cracks often showing raveling and crack erosion. Severe block cracking. Some alligator cracking (less than 25% of surface). Patches in fair to poor condition. Moderate rutting or distortion (1" or 2" deep). Occasional potholes. Road treatments are milling and removal of deterioration to extend the life of the overlay five to ten years.

## PASER Rating of 2

Roads with a PASER rating of 2 have severe deterioration. Alligator cracking (over 25% of surface). Severe distortions (over 2" deep). Extensive patching in poor condition and potholes. Road treatments are reconstruction with extensive base repair. Pulverization of old pavement is effective.

## PASER Rating of 1

Roads with a PASER rating of 1 have completely failed. Severe distress with extensive loss of surface integrity. Treatments are total reconstruction.

## PASER Survey and Work Plan

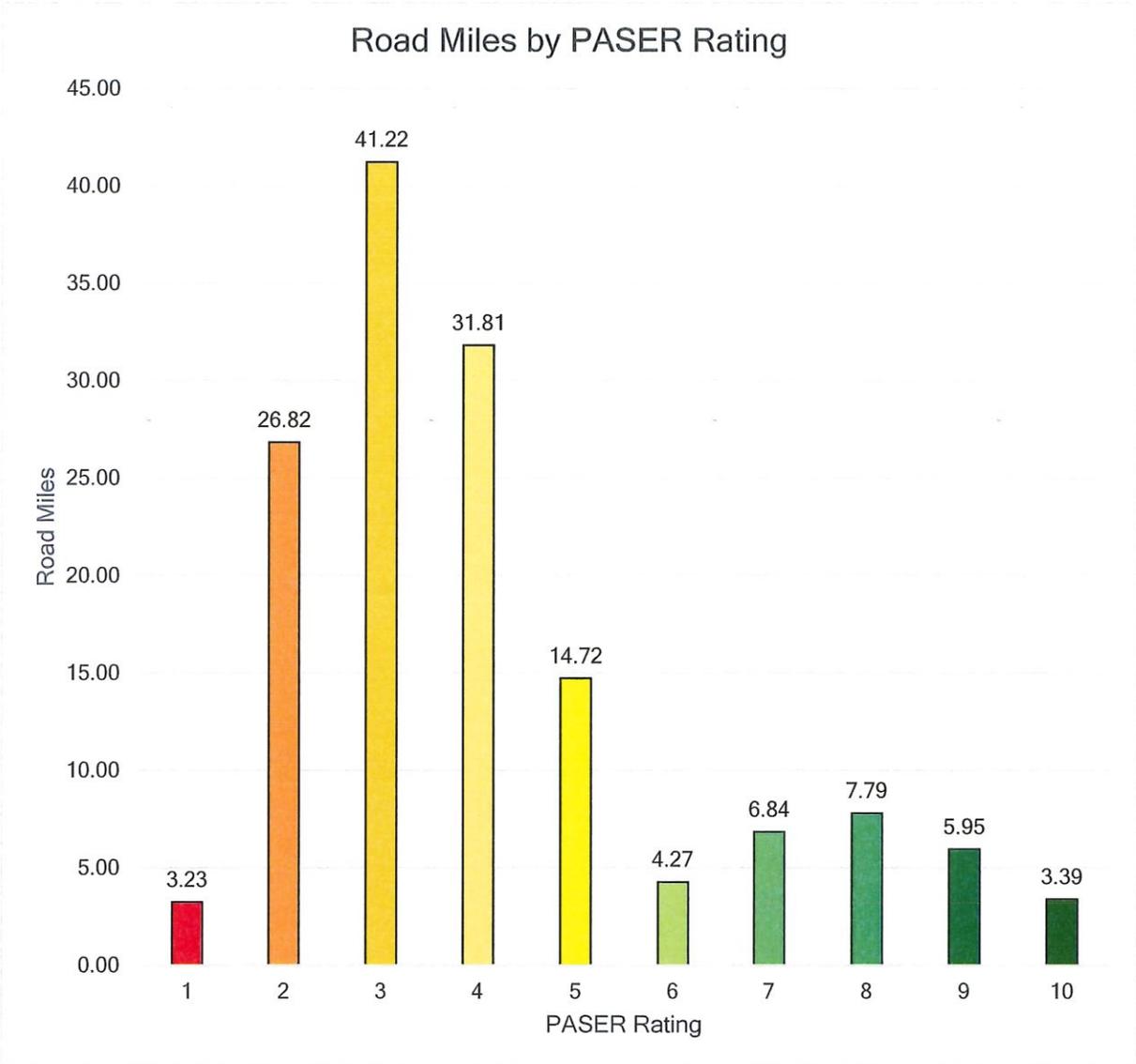
The City of Goshen has created roadway segments by breaking the roads into segments from intersection to intersection. Each roadway segment is given attributes for width and length from the city’s geographic information system (GIS). The City of Goshen utilized 3-person teams to perform the PASER survey. Each roadway segment was driven and surveyed, then an appropriate score and photo were uploaded into a mobile GIS application designed in coordination between the Goshen Street Department and the city’s GIS Coordinator which directly suits the functions and operations of our team. The survey was performed during April 2023, and any road segments that received treatment were reevaluated after their applied treatment in order to provide an accurate PASER score. All team members who have performed the survey and applied rating scores to roadway segments have been fully trained through Indiana’s Local Technical Assistance Program (LTAP). A full training of the city’s GIS application was also given to all team members who use it.

### Goshen’s Existing Roadway Conditions

The City of Goshen currently has 146.03 miles of roadway. The current average PASER rating across all roadway segments is **4.25**, with a weighted PASER rating of 4.1. A rating of 5.0 is the minimum acceptable pavement condition because it is the lowest rating that does not require structural repairs. A full list of our roadway inventory can be found at the end of this document as Appendix A. The table below shows the mileage summary for the associated PASER rating.

Rating and Mileage Summary		
Rating	Road Miles	Percentage
1	3.23	2.21%
2	26.82	18.37%
3	41.22	28.22%
4	31.81	21.78%
5	14.72	10.08%
6	4.27	2.92%
7	6.84	4.68%
8	7.79	5.34%
9	5.95	4.07%
10	3.39	2.32%

The chart below shows the mileage summary for the associated PASER rating.

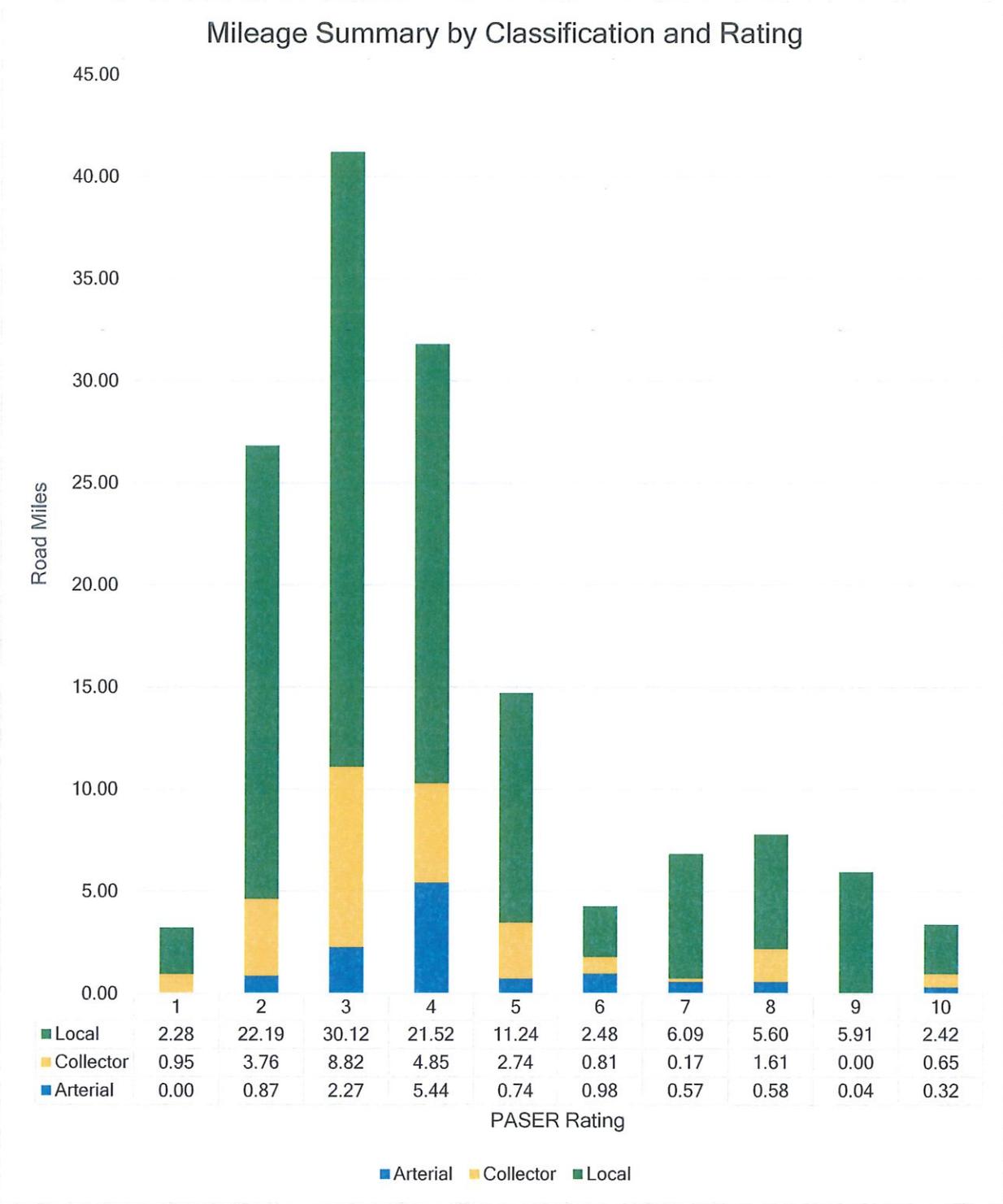


We can take our data one step further and introduce the road classes. The classes that make up the City of Goshen’s road network are Local, Collector, and Arterial. Of the city’s overall mileage, there are 109.86 miles of Local roadway, 24.37 miles of Collector roadway, and 11.81 miles of Arterial roadway. The average PASER rating for Local roadway is 4.21, the average PASER score for Collector roadway is 4.11, and the average PASER score for Arterial roadway is 4.89.

The table below shows the mileage summary for the associated PASER rating, sorted by road classes.

	Rating	Road Miles	Percentage
<b>Arterial</b>	1	0.00	0.00%
	2	0.87	7.37%
	3	2.27	19.23%
	4	5.44	46.04%
	5	0.74	6.28%
	6	0.98	8.28%
	7	0.57	4.87%
	8	0.58	4.90%
	9	0.04	0.32%
	10	0.32	2.71%
	<b>Total</b>	<b>11.81</b>	<b>100.00%</b>
<b>Collector</b>	1	0.95	3.90%
	2	3.76	15.43%
	3	8.82	36.21%
	4	4.85	19.92%
	5	2.74	11.23%
	6	0.81	3.32%
	7	0.17	0.70%
	8	1.61	6.62%
	9	0.00	0.00%
	10	0.65	2.66%
	<b>Total</b>	<b>24.37</b>	<b>100.00%</b>
<b>Local</b>	1	2.28	2.08%
	2	22.19	20.20%
	3	30.12	27.42%
	4	21.52	19.58%
	5	11.24	10.23%
	6	2.48	2.26%
	7	6.09	5.55%
	8	5.60	5.10%
	9	5.91	5.38%
	10	2.42	2.20%
	<b>Total</b>	<b>109.86</b>	<b>100.00%</b>

The chart below shows the mileage summary for the associated PASER rating, sorted by road classes.



## Pavement Maintenance and Cost

The City of Goshen is taking an approach to road maintenance known as the mix of fixes. A mix of fixes approach puts funding towards pavement in need of major rehabilitation or reconstruction, but also addresses roads in good and fair condition in an effort to extend their useful life. The mix of fixes used in the City of Goshen are preventative maintenance, non-structural preservation treatment, rehabilitation or structural repairs, and reconstruction or replacement. These methods will be assessed annually to determine treatment effectiveness.

### Preventative Maintenance

Preventative maintenance are treatments applied to pavements that are in relatively good condition. These are typically low cost treatments that slow the rate of deterioration, such as crack sealing.

### Non-structural Preservation Treatment

Non-structural preservation treatments are a broad category of treatments which can include preventative maintenance activities as well as minor rehabilitation activities, such as thin overlays, micro surfacing, or seal coating. Usually less than 2 inches in depth, and used to treat signs of distress such as block cracking and transverse cracking.

### Rehabilitation or Structural Repairs

Rehabilitation or structural repairs are necessary when assets have deteriorated significantly and more substantial treatments are needed. Rehabilitation treatments include structural enhancements to the pavement that extend the service life and improve the ability to carry traffic loads, such as mill and pave treatments.

### Reconstruction or Replacement

When assets are considered to have failed, they are candidates for reconstruction or replacement. Reconstruction usually requires the complete removal and replacement of the existing pavement structure.

## Cost Summary

The following table summarizes the required funds to treat the City of Goshen’s roadway network with their appropriate treatments.

<b>Rating and Mileage Summary</b>					
<b>Rating</b>	<b>Road Miles</b>	<b>Treatment</b>	<b>Estimated Cost Per Mile</b>	<b>Estimated Cost</b>	<b>Typical Performance Periods</b>
1	3.23	Full Reconstruction	\$750,000.00	\$2,423,787.64	20 - 30 Years
2	26.82	Full Reconstruction	\$750,000.00	\$20,116,925.96	20 - 30 Years
3	41.22	Mill and Pave with 25% Patching	\$400,000.00	\$16,486,041.39	5 - 10 Years
4	31.81	Mill and Pave with 5% Patching	\$300,000.00	\$9,541,685.03	5 - 10 Years
5	14.72	Mill and Pave with 5% Patching	\$300,000.00	\$4,416,079.72	5 - 10 Years
6	4.27	Crack Sealing	\$10,000.00	\$42,706.30	1 - 3 Years
7	6.84	Crack Sealing	\$10,000.00	\$68,391.53	1 - 3 Years
8	7.79	Crack Sealing	\$10,000.00	\$77,931.11	1 - 3 Years
9	5.95	Maltene Replacement Treatment	\$15,000.00	\$89,233.99	5 - 7 Years
10	3.39	No Treatment Required	\$0.00	\$0.00	0 Years
<b>Total:</b>				<b>\$53,262,782.68</b>	

The costs listed above are reflective of the treatment option most likely to be used by the City of Goshen and the estimations based on costs of recent project bids. Total costs to provide city residents with a perfect roadway infrastructure shows the importance of treating roadways at higher scores rather than letting them fail. The following table shows the cost to replace the City of Goshen’s roadway infrastructure if every segment were to fail.

<b>Class</b>	<b>Arterial</b>	<b>Collector</b>	<b>Local</b>	<b>Total</b>
<b>Miles</b>	11.81	24.37	109.86	146.03
<b>Cost</b>	\$8,857,500.00	\$18,277,500.00	\$82,395,000.00	<b>\$109,530,000.00</b>

If every roadway segment in the City of Goshen were to deteriorate and fail, the total cost to reconstruct every roadway segment in the infrastructure would cost **\$109,530,000.00** based on current bid estimations. This number is almost twice the overall total of the city’s entire operating budget for a single year. This cost is not feasible for the City of Goshen to spend on roadway and reinforces the need for an asset management program in order to extend the life of the roadway. The following table gives an example of what a series of treatments could look like for a single roadway segment in the City of Goshen’s infrastructure.

## Preservation Strategy

The following table represents the estimated cost per life cycle of a single roadway segment in the City of Goshen’s roadway network. The cost is broken down by the estimated year and estimated PASER score of the roadway segment and the appropriate treatment to be applied for such a condition.

Year	Estimated PASER Score	Treatment	Estimated Cost
2	9	MRT	\$1,650.00
7	8	Crack Seal	\$1,100.00
10	6	Crack Seal	\$1,100.00
13	4	Mill and Overlay	\$33,000.00
18	7	Crack Seal	\$1,100.00
21	5	Crack Seal	\$1,100.00
24	3	Mill and Overlay	\$33,000.00
27	5	Crack Seal	\$1,100.00
30	2	Reconstruction	\$82,500.00
<b>Segment cost per life cycle</b>			\$155,650.00
<b>Segment cost per year</b>			\$5,188.33
<b>Total number of segments</b>			1337
<b>Total budget needed per year</b>			<b>\$6,936,801.67</b>

These numbers represent the average road segment length of 0.11 centerline miles long using the numbers first mentioned in the Cost Summary section of this asset management plan. If you take the price per segment and apply it to all 1,337 segments in the City of Goshen’s roadway network, the total comes out to **\$6,936,801.67** per year in order to keep up with maintenance costs of all roadways based on current bid estimations.

## Treatment Summary

The following table shows the total mileage of treatments applied to the city’s roadway network for the previous 5 years.

	2019	2020	2021	2022	2023	Totals
Crack Seal	9.5	18.37	8.46	4.54	12.25	<b>53.12</b>
Overlay - 1.5"	0.51	0.41	0.19	1.68	0.34	<b>3.13</b>
Mill and Overlay - 1.5"	1.1	-	-	3.3	-	<b>4.4</b>
Mill and Overlay - 2"	4.06	0.58	1.93	-	1.9	<b>8.47</b>
Mill and Overlay - 4"	-	-	-	-	0.56	<b>0.56</b>
Reconstruction - Asphalt	1.6	-	0.08	-	1.4	<b>3.08</b>
Full Depth Reclamation with Asphalt	-	-	-	-	0.2	<b>0.2</b>
<b>Totals</b>	<b>16.77</b>	<b>19.36</b>	<b>10.66</b>	<b>9.52</b>	<b>16.65</b>	<b>72.96</b>

Without knowing what the annual budget will be for the street infrastructure, it is better to look at allocations based on a percentage approach, rather than a dollar amount. The main preservation treatment types that the City of Goshen will be applying to the roadway will be Maltene Rejuvenation, Crack Sealing, Milling and Paving, and Full Reconstruction. It is suggest that the City of Goshen allocate their budget in order to address all four treatment types, with the percentage of the budget large enough to encompass applying Maltene Rejuvenation to all PASER rating 10 roadway segments. A possible allocation split for the budget would be 45% allocation towards Full Reconstruction, 45% allocation towards Milling and Paving, 5% allocation towards Crack sealing, and 5% allocation for Maltene Replacement, up to the amount needed, then the remaining allocation to be used towards Milling and Paving. The following table is an example of the budget allocation based on the described percentages above for a total of \$1,000,000.00.

Treatment	Cost per Mile	Allocated Budget	Total Miles
Rejuvenation	\$15,000.00	\$50,000.00	3.3
Crack Sealing	\$10,000.00	\$50,000.00	5
Mill and Paving	\$400,000.00	\$400,000.00	0.9
Full Reconstruction	\$750,000.00	\$500,000.00	0.6

This allows for approximately 6 segments of full reconstruction, 9 segments of Milling and Paving, a substantial amount of crack sealing, and almost all of the 3.3 miles of Maltene Replacement Technology needed for 2024. These numbers will change depending on annual needs.

## Drainage and Right of Way

The City of Goshen’s Right of Way (ROW) information is stored in our GIS system. For specific ROW dimensions, please refer to our GIS map. As the City of Goshen starts a new project, the projects are surveyed to ensure enough ROW exists for the proposed work. If enough ROW is not present, additional ROW would be required and appropriate steps to obtain ROW are taken.

As projects are surveyed, drainage on these roadways will be evaluated. If there are any drainage issues, they will be addressed and corrected during design and construction. The City of Goshen’s drainage consists of curb and gutter, ditches, swales, and stormwater infrastructure. Generally, our drainage is adequate, with less than 10% of our roadways having poor drainage due to lack of infrastructure.

TRANSPORTATION ASSET  
MANAGEMENT  
PLAN

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2024

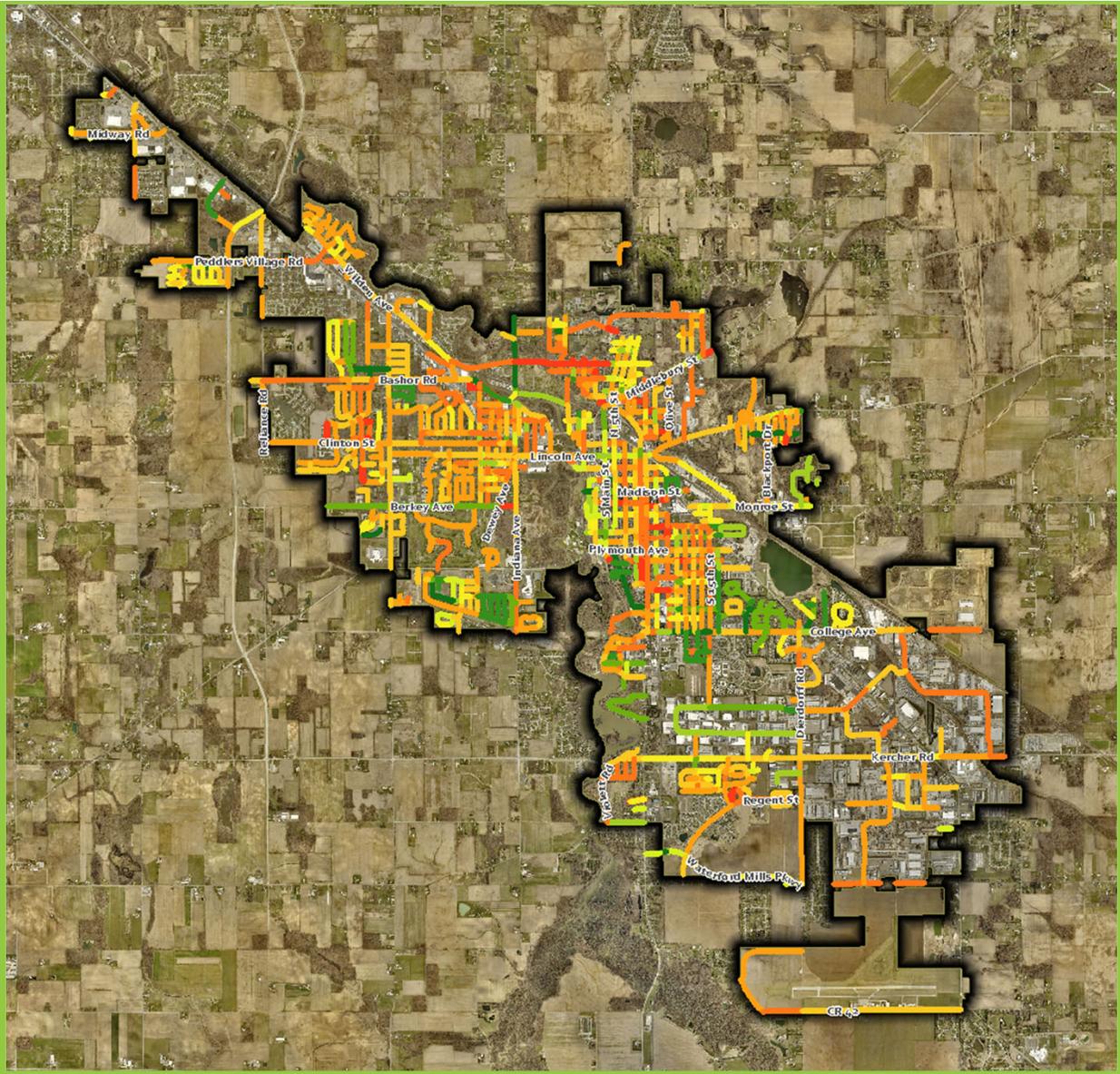


# Plan Overview

- 146 Centerline Miles of Roadway (300 Lane Miles)
- Plan is performance based
- Objectives are measurable
  - Objective minimum rating of 5.0 has been identified
- Operational year from November 1 – October 31
  - Determined in order to meet CCMG funding goals

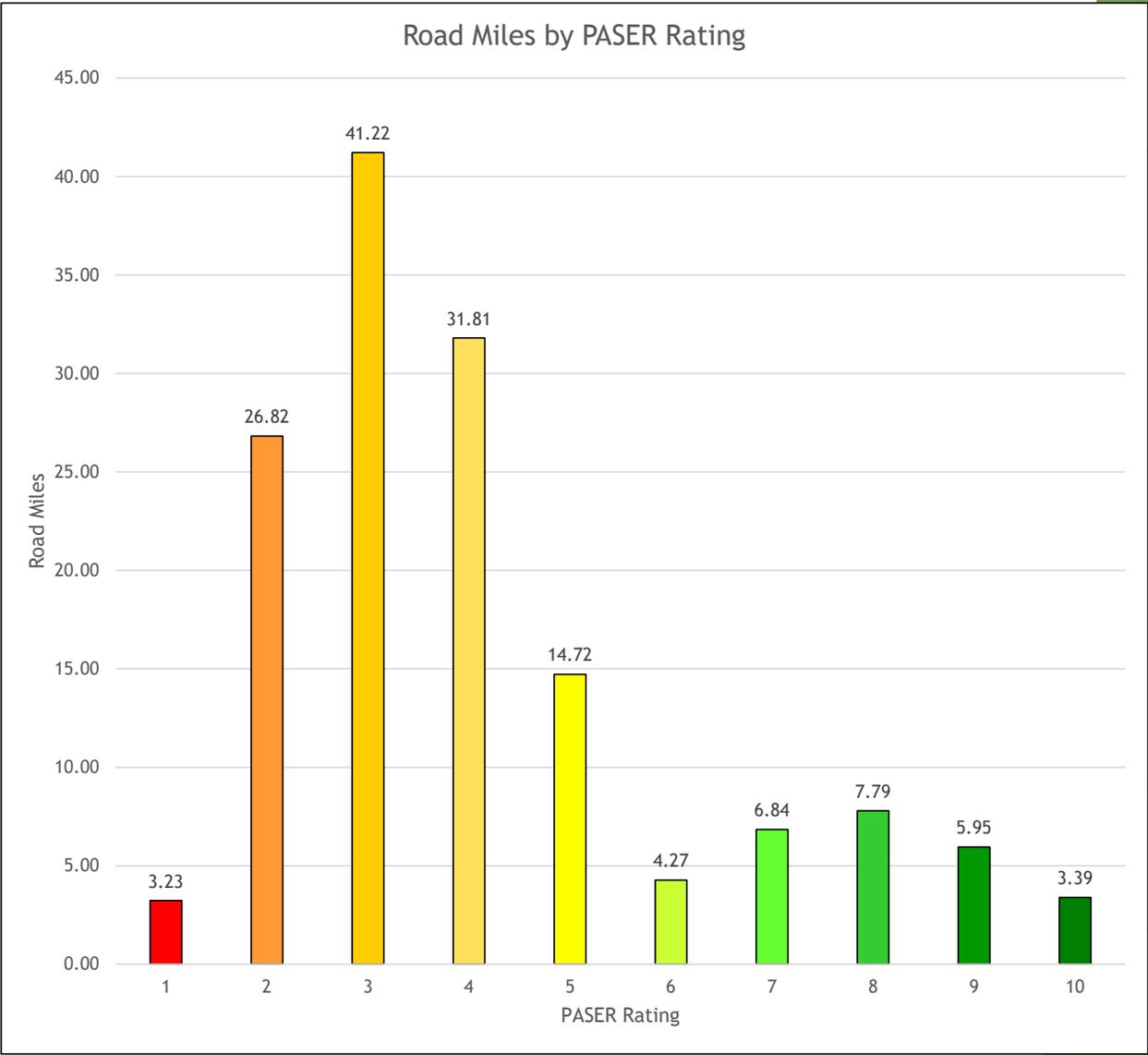
# What is the PASER System?

- Pavement Surface Evaluation and Rating
- 1 – 10 Rating System
  - 10 is best
  - 1 is worst
- Street Department performs PASER Survey annually using GIS
  - Meets requirements for CCMG funding



# Existing Roadway Conditions

Rating and Mileage Summary		
Rating	Road Miles	Percentage
1	3.23	2.21%
2	26.82	18.37%
3	41.22	28.22%
4	31.81	21.78%
5	14.72	10.08%
6	4.27	2.92%
7	6.84	4.68%
8	7.79	5.34%
9	5.95	4.07%
10	3.39	2.32%

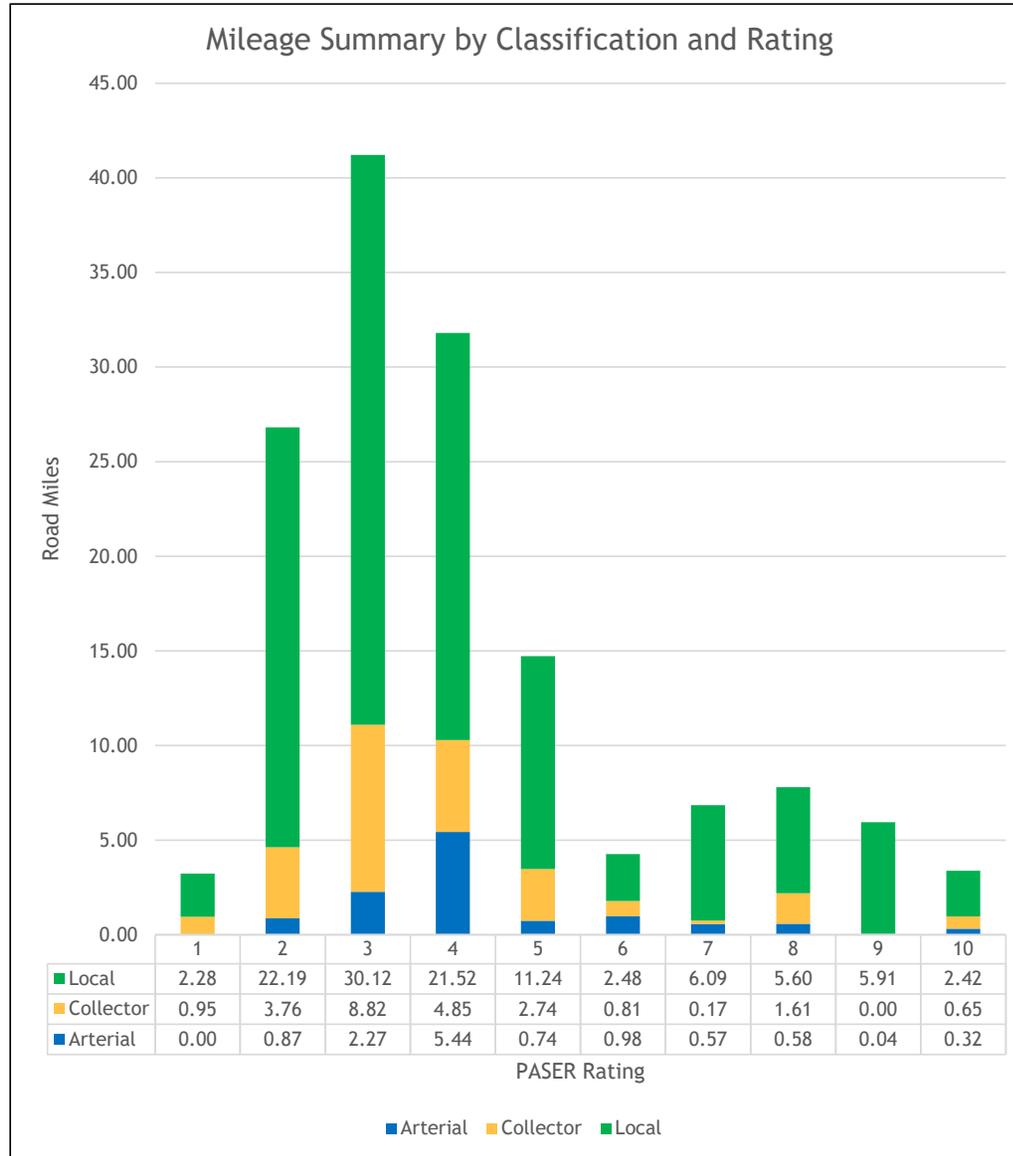


10

	Rating	Road Miles	Percentage
Arterial	1	0.00	0.00%
	2	0.87	7.37%
	3	2.27	19.23%
	4	5.44	46.04%
	5	0.74	6.28%
	6	0.98	8.28%
	7	0.57	4.87%
	8	0.58	4.90%
	9	0.04	0.32%
	10	0.32	2.71%
	<b>Total</b>	<b>11.81</b>	<b>100.00%</b>
Collector	1	0.95	3.90%
	2	3.76	15.43%
	3	8.82	36.21%
	4	4.85	19.92%
	5	2.74	11.23%
	6	0.81	3.32%
	7	0.17	0.70%
	8	1.61	6.62%
	9	0.00	0.00%
	10	0.65	2.66%
	<b>Total</b>	<b>24.37</b>	<b>100.00%</b>
Local	1	2.28	2.08%
	2	22.19	20.20%
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	6	2.48	2.26%
	7	6.09	5.55%
	8	5.60	5.10%
	9	5.91	5.38%
	10	2.42	2.20%
	<b>Total</b>	<b>109.86</b>	<b>100.00%</b>

# Averages

- Local: 4.21
- Collector: 4.11
- Arterial: 4.89



12

# Cost Summary

Rating and Mileage Summary					
Rating	Road Miles	Treatment	Estimated Cost Per Mile	Estimated Cost	Typical Performance Periods
1	3.23	Full Reconstruction	\$750,000.00	\$2,423,787.64	20 - 30 Years
2	26.82	Full Reconstruction	\$750,000.00	\$20,116,925.96	20 - 30 Years
3	41.22	Mill and Pave with 25% Patching	\$400,000.00	\$16,486,041.39	5 - 10 Years
4	31.81	Mill and Pave with 5% Patching	\$300,000.00	\$9,541,685.03	5 - 10 Years
5	14.72	Mill and Pave with 5% Patching	\$300,000.00	\$4,416,079.72	5 - 10 Years
6	4.27	Crack Sealing	\$10,000.00	\$42,706.30	1 - 3 Years
7	6.84	Crack Sealing	\$10,000.00	\$68,391.53	1 - 3 Years
8	7.79	Crack Sealing	\$10,000.00	\$77,931.11	1 - 3 Years
9	5.95	Maltene Replacement Treatment	\$15,000.00	\$89,233.99	5-7 Years
10	3.39	No Treatment Required	\$0.00	\$0.00	0 Years
<b>Total:</b>				<b>\$53,262,782.68</b>	

# Cost of Total Failure

- Every Road Segment Fails at the same time
- To replace them all...

<b>Class</b>	<b>Arterial</b>	<b>Collector</b>	<b>Local</b>	<b>Total</b>
<b>Miles</b>	11.81	24.37	109.86	146.03
<b>Cost</b>	\$8,857,500.00	\$18,277,500.00	\$82,395,000.00	<b>\$109,530,000.00</b>

# Preservation Strategy

Year	Estimated PASER Score	Treatment	Estimated Cost
2	9	MRT	\$1,650.00
7	8	Crack Seal	\$1,100.00
10	6	Crack Seal	\$1,100.00
13	4	Mill and Overlay	\$33,000.00
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21	5	Crack Seal	\$1,100.00
24	3	Mill and Overlay	\$33,000.00
27	5	Crack Seal	\$1,100.00
30	2	Reconstruction	\$82,500.00
<b>Segment cost per life cycle</b>			\$155,650.00
<b>Segment cost per year</b>			\$5,188.33
<b>Total number of segments</b>			1337
<b>Total budget needed per year</b>			<b>\$6,936,801.67</b>

# Treatment Summary

- Treatments applied over past 5 years
- No preventative applications used yet
  - Starting in 2024

	2019	2020	2021	2022	2023	Totals
Crack Seal	9.5	18.37	8.46	4.54	12.25	53.12
Overlay - 1.5"	0.51	0.41	0.19	1.68	0.34	3.13
Mill and Overlay - 1.5"	1.1	-	-	3.3	-	4.4
Mill and Overlay - 2"	4.06	0.58	1.93	-	1.9	8.47
Mill and Overlay - 4"	-	-	-	-	0.56	0.56
Reconstruction - Asphalt	1.6	-	0.08	-	1.4	3.08
Full Depth Reclamation with Asphalt	-	-	-	-	0.2	0.2
<b>Totals</b>	<b>16.77</b>	<b>19.36</b>	<b>10.66</b>	<b>9.52</b>	<b>16.65</b>	<b>72.96</b>

# Treatment Summary

- Mix of fixes
- Each Segment is approximately 0.1 Miles
- Budget assumed at \$1,000,000
- Will change annually after needs are assessed

Treatment	Cost per Mile	Allocated Budget	Total Miles
Rejuvenation	\$15,000.00	\$50,000.00	3.3
Crack Sealing	\$10,000.00	\$50,000.00	5
Mill and Paving	\$400,000.00	\$400,000.00	0.9
Full Reconstruction	\$750,000.00	\$500,000.00	0.6