



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., June 5, 2025

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

For online streaming of the meeting, go to <https://us02web.zoom.us/j/88469251269>

Call to Order by Mayor Gina Leichty

Approval of Minutes: May 22, 2025 Regular Meeting

Approval of Agenda

- 1) Black Squirrel Golf Club request:** Authorize a fireworks show and approve the provision of related City services on July 4, 2025, with a rain date of July 5, 2025
- 2) Elkhart County 4H Fair request:** Approve street closures and traditional City of Goshen support services for the annual fair parade on July 20, 2025
- 3) Restor Church request:** Authorize a Fair Floats and Food Trucks event on Fifth Street on Sunday, July 20, 2025 from 9 a.m. to 3 p.m. from Madison Street to the first alley to the south
- 4) I Am She store request:** Approve the placement of a SIPS Drink trailer in three parking spaces at 121 South Main Street on June 25, 2025 for the 6-year celebration of the business
- 5) DES Dance Studio request:** For the production of a video to appear in the Walt Disney World parade, approve the closure and usage of a portion of Main Street (with the Goshen Theatre marquee in the background), from 4:30-5:30 p.m. on Thursday, June 12
- 6) Legal Department request:** Approve the agreements with Goshen Theater, Inc. for \$50,000 and Lacasa, Inc. for \$10,000 to support the projects outlined in their submitted applications and authorize Mayor Leichty to execute these agreements
- 7) Legal Department request:** Approve Resolution 2025-13, Transfer of Real Estate at 301, 305 and 311 West Wilden Avenue to Habitat for Humanity of Elkhart County, Inc.
- 8) Engineering Department request:** Accept Venturi's "Temporary Outdoor Seating in Public Right-of-way" application for 123 East Lincoln Avenue and approve the request until Oct. 30, 2025



9) Engineering Department request: Approve the attached agreement with Abonmarche Consultants for the completion of three topographical surveys for \$14,500 and authorize the Mayor to sign the agreement

10) Engineering Department request: Release the right-of-way bond (No. 30163170) posted by Ancon Construction in the amount of \$144,000 for the restoration and replacement of portions of Indiana Avenue, south of Plymouth Avenue

11) Engineering Department request: Approve the closure of High Park Avenue, between S.R. 15 and Gra-Roy Drive, for the work of full depth pavement removal and to rebuild the asphalt roadway from Tuesday, June 10 thru Thursday, June 19, 2025

Privilege of the Floor

REVIEW/COMPLIANCE HEARINGS ON BUILDING COMMISSIONER ORDERS: 4:00 p.m., June 5, 2025

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

Members: Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

12) Unsafe building hearing on a Building Commissioner's demolition order for the property at 105 Prospect Avenue (Ronald E. Davidhizar, property owner)

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE MAY 22, 2025 REGULAR MEETING**

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers and Mary Nichols

Absent: Barb Swartley

CALL TO ORDER: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the May 15, 2025 Claims Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with these proposed modifications: Combine items #1-5 into one request and items #6 and #7 into one request and add the following item immediately before Privilege of the Floor – *Engineering Department request: Approve the blocking of three more parking spaces for the Annex Re-Roofing Project.* Board member Nichols made a motion to approve the agenda as amended. Board member Myers seconded the motion. The motion passed 4-0.

1-5) Fire Department requests: Approve the promotions of Probationary Privates Travis Snethen, Allison Eagan, Mathew Borton, Derick Schmucker and Jon Lehman to the position of Private 1st Class Firefighter, retroactive to May 17, 2025

City Fire Chief Anthony Powell asked the Board to approve the promotions of Probationary Privates **Travis Snethen, Allison Eagan, Mathew Borton, Derick Schmucker and Jon Lehman** to the position of Private 1st Class Firefighter, retroactive to May 17, 2025.

Of the firefighters, **Chief Powell** said, "They have been tremendous additions to the Goshen Fire Department. They have consistently demonstrated integrity, dedication, and a strong commitment to service. Their conduct and performance reflect the values of our department, and leave a positive legacy within the community we serve."

Nichols/Myers made a motion to approve the promotions of Travis Snethen, Allison Eagan, Mathew Borton, Derick Schmucker and Jon Lehman to the position of Private 1st Class Firefighter, retroactive to May 17, 2025. The motion passed 4-0.

After the Board's approval, the Mayor swore Travis Snethen, Allison Eagan, Derick Schmucker and Jon Lehman into office as Private 1st Class Firefighters, retroactive to May 17, 2025. Mathew Borton was not present and could not be sworn in at this time.

6 & 7) Police Department request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreements with Jared A. Ellison and Mitchell H. Garrett and approve their hiring as Probationary Patrol Officers, retroactive to Monday, May 12, 2025

City Police Chief José Miller asked the Board to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreements with **Jared A. Ellison and Mitchell H. Garrett** and approve their hiring as Probationary Patrol Officers, retroactive to Monday, May 12, 2025.

Chief Miller said Officer Ellison was a certified full-time police officer working for the City of Goshen as a Lieutenant until his resignation on Dec. 23, 2023. Previously, he was hired at the Goshen Police Department in September 2017. He moved up through the ranks as a Patrol Officer, Sergeant, and Lieutenant. He served on the Elkhart County SWAT Team as a member of the team and as a supervisor.



Chief Miller added, "Lt. Ellison has served this community with high integrity and was a great mentor and supervisor. We are thrilled to have Jared back on the department serving our community."

Officer Mitchell is a graduate of the Indiana Law Enforcement Academy.

Nichols/Myers made a motion to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreements with Jared A. Ellison and Mitchell H. Garrett and approve their hiring as Probationary Patrol Officers, retroactive to Monday, May 12, 2025. Motion passed 4-0.

After the Board's approval, the Mayor swore Jared A. Ellison and Mitchell H. Garrett into office as Probationary Patrol Officers.

8) Police Department request: Accept the retirement of Detective H. William Hubbard III, badge #130, effective May 31, 2025

City Police Chief José Miller asked the Board to accept the retirement of **Detective H. William Hubbard III**, badge #130, effective May 31, 2025. His final active day on the books will be May 30, 2025.

Chief Miller said Detective Hubbard began his full-time service with the Goshen Police Department on Sept. 3, 1999, and over the past 25-plus years, "he has demonstrated unwavering dedication to our department and to the citizens of Goshen. Throughout his career, Detective Hubbard has served in numerous roles."

Chief Miller said Detective Hubbard "began as a patrol officer and rose to the rank of patrol lieutenant. He later joined the Detective Bureau, where he was instrumental in the resolution of numerous critical cases impacting our community. His contributions extended into administrative leadership when he served as the Division Chief of Patrol."

Chief Miller said Detective Hubbard has also been "deeply involved in officer development and department readiness. He served as a departmental trainer on multiple subjects, playing a key role in preparing new recruits. He was a member of the Emergency Response Team (E.R.T.), and he retires while serving with the Proactive Investigation Team (P.I.T.)."

Chief Miller added that Detective Hubbard's "compassion and leadership are evident through his work on the Peer Support Team. Officers like Detective Hubbard are foundational to the strength and integrity of our department. His impact will continue to be felt long after his retirement. I want to personally thank Detective Hubbard for his exemplary service, leadership, and dedication. On behalf of the entire Goshen Police Department, I wish him nothing but the best in his well-earned retirement and future endeavors."

Mayor Leichty said at some future point the City Council will recognize Detective Hubbard for his service to the City.

Nichols/Myers made a motion to accept the retirement of Detective H. William Hubbard III, badge #130, effective May 31, 2025. Motion passed 4-0.

9) Police Department request: Accept the retirement of Officer Benjamin Thomas (Tommy) Steele, badge #143, effective June 1, 2025

City Police Chief José Miller asked the Board to accept the retirement of **Officer Tommy Steele**, #143, effective June 1, 2025. His last day working will be May 31, 2025.

Chief Miller said Officer Steele has chosen to retire and accept a position as an athletic director for Goshen Middle School. Officer Steele started his full-time career at the Goshen Police Department on March 19, 2004, and has given this community over 21 years of service.

Chief Miller said that while at Goshen, Officer Steele worked as a patrol officer and then later a School Resource Officer (SRO). Officer Steele has dedicated most of his career to the SRO position and to the young adults and staff of the school system.

Chief Miller added that Officer Steele has "many years of experience that will truly be missed on the Goshen Police Department. I would like to personally thank Officer Steele for his many years of service and commitment to this department and our community. I wish him the absolute best in his next chapter of life."



In his letter of retirement, **Officer Steele** wrote that “Serving this department, this community, and especially the students and staff at Goshen Junior High over the past 21 years, has been the greatest honor of my professional life. What started as a commitment to protect and serve became a mission deeply rooted in connection, mentorship, and care during my time as a Patrolman and a School Resource Officer.

Officer Steele continued, “I have had the privilege of watching young people grow, face challenges, overcome obstacles, and turn into leaders. I've stood beside families through both celebration and crisis. I've worked with an incredible team of educators, administrators, and fellow officers-people who lead with both courage and heart.

“Throughout the years, I've worn many hats: protector, counselor, hallway peacekeeper, National Junior Honor Society speaker, coach, and sometimes even dance chaperone. But above all, I've tried to be a steady presence that kids and colleagues could count on. The relationships I've built during this time are ones I will carry with me always.”

Nichols/Myers made a motion to accept the retirement of Officer Tommy Steele, #143, effective June 1, 2025. His last day working will be May 31, 2025. Motion passed 4-0.

10) Police Department request: Approve the voluntary demotion of Manuel Aldana from the rank of Sergeant to the rank of Patrol Officer, retroactive to May 7, 2025

City Police Chief José Miller asked the Board to approve the voluntary demotion of Manuel Aldana from the rank of Sergeant to the rank of Patrol Officer, retroactive to Wednesday, May 7, 2025.

Chief Miller said Officer Aldana submitted a letter on May 7, 2025 requesting the voluntary demotion. Officer Aldana had served in a leadership role as Sergeant since January of 2024.

Nichols/Myers made a motion to approve the voluntary demotion of Manuel Aldana from the rank of Sergeant to the rank of Patrol Officer, retroactive to May 7, 2025. Motion passed 4-0.

11) Downtown Goshen Inc. requests: Approve more street closures and signage for First Friday activities

Amanda Rose, Director of First Fridays for Downtown Goshen, Inc., asked the Board to approve additions to the previously requested 2025 street closures for the year First Friday activities. **Rose** requested the following:

- June 6, 2025 — In addition to the original request: Close East Washington Street from Main to 5th streets from 1 p.m. to 11 p.m. and change the orange fencing area as indicated on a map attached to her written request.
- July 4, 2025 — Addendum to original request: “We’d like to request a change to the closure time to noon to 5 p.m.” She also requested additional Street Department signage to mark the open half of the parking lot with signs that state ‘Reserved for Goshen Brewing patrons only’ to eliminate car show attendees from taking up business parking.
- August 1, 2025 — In addition to the original request: Close West Washington Street from Main Street to the alley west from 1 to 11 p.m.

Nichols/Myers made a motion to approve the requested additions and closures for 2025 First Friday activities as outlined in Downtown Goshen Inc.’s memorandum to the Board. Motion passed 4-0.

12) Common Spirits request: For a celebration, approve the temporary closure of the alley between Main and 5th streets, in the 100 block of East Lincoln Avenue, between noon and 10 p.m. on June 14, 2025

Ryan Hawkins, owner of Common Spirits, 111 East Lincoln Ave. in downtown Goshen, asked the Board for permission to temporarily close the alley north of East Lincoln Avenue, between Main and 5th streets, on Saturday, June 14, 2025 between noon and 10 p.m. to celebrate the 9th anniversary of the business. He also requested barricades on both sides of the alley.

Hawkins said that as in past years, all affected neighbors have been notified and have no objections to the closure.

Nichols/Myers moved to approve closure of the alley north of Lincoln Avenue, between Main and 5th streets, from noon to 10 p.m. on June 14, 2025. Motion passed 4-0.



13) Legal Department request: Approve the Memorandum of Understanding with the Goshen Firefighters Association Local No. 1443 and authorize the Mayor to execute the MOU

Assistant City Attorney Don Shuler requested approval of a Memorandum of Understanding (MOU) between the City and the Goshen Firefighters Association Local No. 1443.

Shuler said the MOU would revise the ambulance staffing requirements outlined in Article XVII, Section One of the existing Collective Bargaining Agreement. The purpose of these adjustments was to increase operational flexibility by modifying staffing requirements for frontline and reserve ambulances.

The exact language of the new provision of the new ambulance staffing requirement is as follows:

"(A) Each frontline ambulance shall respond to calls with not less than one (1) active EMT-B or higher and one (1) active paramedic. Any additional reserve ambulance called into service, in addition to all three (3) frontline ambulances, shall respond to calls with staff determined by the administration. If a reserve ambulance is called into service to replace a primary frontline ambulance, then the reserve ambulance shall respond to calls with not less than one (1) active EMT-B or higher and one (1) active paramedic."

Shuler said the revised requirements in the MOU will be effective through the expiration of the current Collective Bargaining Agreement on Dec. 31, 2026. He said the Union has approved and agreed to these changes.

Nichols/Myers made a motion to approve the Memorandum of Understanding between the City and Goshen Firefighters Association Local No. 1443 and authorize the Mayor to execute the MOU. Motion passed 4-0.

14) Legal Department request: Approve Memorandum of Understanding with MACOG for Assistance in Enhancing Bicycle and Pedestrian Mobility and Safety

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, asked the Board to approve and authorize the Mayor to execute a Memorandum of Understanding with the Michiana Council of Governments (MACOG) to furnish technical and professional assistance in enhancing bicycle and pedestrian mobility and safety as part of MACOG's Active Transportation Plan.

Marks said the City will pay MACOG \$5,000 per year on June 30, 2025, 2026 and 2027, for a total of \$15,000.

Board member Landis asked about the work MACOG will be performing. **City Engineering Project Manager**

Andrew Lund said MACOG will assist as requested, including helping with pedestrian and trail counts.

Nichols/Myers made a motion to approve and authorize the Mayor to execute the Memorandum of Understanding with Michiana Council of Governments for assistance in enhancing bicycle and pedestrian mobility and safety. Motion passed 4-0.

15) Legal Department request: Adopt Resolution 2025-09, Resolution of the Goshen Board of Public Works and Safety Adopting a Policy to Provide Public Notice of Meetings

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that attached to the agenda packet for the Board's consideration was Resolution 2025-09, *A Resolution of the Goshen Board of Public Works and Safety Adopting a Policy to Provide Public Notice of Meetings*. All other City boards and commissions are considering a substantially similar resolution.

Marks said Resolution 2025-09 revises a policy adopted Feb. 23, 2013 by Resolution 2013-B. This revised policy sets forth the statutory requirements for providing the public notice of meetings, including the method in which the Board will provide notice to all news media and to any person (other than news media) submitting an annual written request for such meeting notices.

Marks said the public notice must be given at least 48 hours (excluding Saturdays, Sundays, and legal holidays) before the meeting. A new requirement is that the notice must also include the website address for live transmissions and archived copies of the live transmissions of meetings. The notice shall be given by posting a copy at City Hall, publishing the notice on the City's website, and emailing the notice to all news media



Mayor Leichty said, "Essentially, we're just making sure that there's a link shared in addition to all of our other notification information ... everything else is the same."

Nichols/Myers made a motion to adopt Resolution 2025-09, A Resolution of the Goshen Board of Public Works and Safety Adopting a Policy to Provide Public Notice of Meetings. Motion passed 4-0.

16) Legal Department request: Adopt Resolution 2025-10, Resolution of the Goshen Board of Public Works & Safety Adopting an Electronic Meetings Policy to Allow Members of the Board to Participate in Meetings by an Electronic Means of Communication

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that attached to the meeting packet was Resolution 2025-10, *A Resolution of the Goshen Board of Public Works and Safety Adopting an Electronic Meetings Policy to Allow Members of the Board of Public Works and Safety to Participate in Meetings by an Electronic Means of Communication.*

Marks said all other City boards and commissions are considering a substantially similar resolution, and the Electronic Meetings Policy is similar to the policy adopted by the Goshen Common Council in January 2025.

Marks said this policy sets forth the procedures that apply to a member's participation in a meeting by an electronic means of communication. The electronic means of communication must allow all participating members of the Board to simultaneously communicate with each other, and it must allow the public to simultaneously attend and observe the meeting (excluding an executive session).

Mayor Leichty asked the Board to adopt this same policy as approved by Council and other City boards.

Nichols/Myers made a motion to adopt Resolution 2025-10, A Resolution of the Goshen Board of Public Works and Safety Adopting an Electronic Meetings Policy to Allow Members of the Board of Public Works and Safety to Participate in Meetings by an Electronic Means of Communication. Motion passed 4-0.

17) Legal Department requests: Approve agreements with the following organizations to support the projects outlined in submitted applications and authorize Mayor Leichty to execute the agreements with:

Chamber of Commerce of Goshen, \$50,000; Downtown Goshen, Inc. – Administrative, \$ 5,000; Downtown Goshen, Inc. – Façade Program, \$20,000; Downtown Goshen, Inc. – First Fridays, \$50,000; Economic Development Corporation of Elkhart County, \$25,000; Elkhart County Symphony Association, \$10,000; First In Chaplain Crisis Response Team, \$10,000; First Light Mission, \$30,000; Goshen Historical Society, \$15,000; South Bend Elkhart Regional Partnership, \$2,750; and Warsaw Housing Authority, \$35,000.

Assistant City Attorney Don Shuler told the Board the City of Goshen has many community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so.

Shuler said these organizations were subject to an application process requiring specific documentation regarding their organizations, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, before the Board today were 11 Community Service Partnership Agreements.

Mayor Leichty said all applicants made presentations to the City Community Relations Commission (CRC), which recommended that all be approved by the Board. She said some were not funded fully. She added that all of the groups funded have strategic partnerships with the City to help meet critical community needs.

Nichols/Myers made a motion to approve the agreements with the various community service organizations listed in the memo along with the grant amount listed in the memo and authorize Mayor Leichty to execute the agreements accordingly.

Before a vote could be taken, **Councilor Matt Schrock** said more than \$300,000 was going to be spent on these agreements despite a need to tighten budgets because of upcoming property tax reductions and a revenue loss.



Councilor Schrock asked if the City would be spending the bare minimums necessary, adding that this seemed like a lot of money to spend. As an example, he mentioned the \$50,000 going to the Goshen Chamber of Commerce.

Mayor Leichty said she would make sure **Councilor Schrock** got an invitation to future Community Relations Commission presentations on the community organizations. She also said, "One of the services that the Goshen Chamber provides is business counseling services to anybody. It's not just to Chamber members, so they're providing education and support to assist small businesses."

The **Mayor** said that is one of the only ways that the City provides support to small businesses. She also said the amounts provided to the organizations has not increased over the years, adding that the City has been judicious in its spending on the organizations.

Mayor Leichty also reminded **Councilor Schrock** that this spending was previously approved by the Common Council and that the partnerships will provide meaningful support to worthy activities, such as management of housing vouchers through the Warsaw Housing Authority.

The Board then voted 4-0 to approve the motion by Nichols and Myers.

18) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP for the City's Annual Accounting, Reporting, Long-Term Planning, Budgeting, and Appropriations Support at an annual cost not to exceed \$71,200 with both parties understanding each has the right to terminate at any time after reasonable advance written notice

Assistant City Attorney Don Shuler recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Baker Tilly Advisory Group, LP for City's Annual Accounting, Reporting, Long-Term Planning, Budgeting, and Appropriations Support.

Shuler said Baker Tilly's total annual compensation under this agreement will not exceed \$71,200 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice.

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP for City's Annual Accounting, Reporting, Long-Term Planning, Budgeting, and Appropriations Support at an annual cost not to exceed \$71,200 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice Motion passed 4-0.

19) Engineering Department request: Approve the Annual Operational Report and authorize the Mayor to sign the certification

City Engineering Project Manager Andrew Lund told the Board that the City of Goshen is required to submit an Annual Operational Report for Local Roads and Streets and Bridges to the State Board of Accounts (SBOA) by June 1 following the operational report year through the Local Technical Assistance Program (LTAP) at Purdue.

Lund said a completed Annual Operational Report prepared by the Clerk-Treasurer's Office and Street Department was attached to the meeting agenda.

The final page of the report was a certification required to be signed by the City Engineer, the Street Commissioner, and the Mayor. The Board of Public Works and Safety was asked to approve the Annual Operational Report and authorize the Mayor to sign the certification.

Nichols/Myers made a motion to approve the Annual Operational Report and authorize the Mayor to sign the certification. Motion passed 4-0.

20) Engineering Department request: Approve Change Order No. 1 for \$158,581.50 to increase the work scope for Wilden Avenue, a part of the 2024 Asphalt Paving Package A

City Director of Public Works & Utilities Dustin Sailor told the Board that the City's contractor is prepping to begin work on this year's Asphalt Paving Package A and was suggesting some changes.



Sailor said a review of the road conditions from November 2024 to April 2025, showed that the Wilden Avenue stretch of roadway between the Elkhart River Bridge and the Rock Run Creek Bridge has deteriorated beyond the effectiveness of the originally specified roadway treatment. After evaluating the alternatives, it was determined that deeper milling combined with a geosynthetic reinforcing paving mat would improve the roadways longevity by resisting reflect cracks from the concrete road bed remaining in place.

Sailor said Niblock Excavating has offered a change in project quantities and one new line item for the work associated with deeper milling. Goshen Engineering asked the Board's approval of Change Order No. 1 in the amount of \$158,581.50, increasing the total project from \$2,055,649.40 to \$2,214,230.90, which represents a 7.71% increase in project costs.

Nichols/Myers made a motion to approve Change Order No. 1 in the amount of \$158,581.50 to increase the work scope for Wilden Avenue, a part of the 2024 Asphalt Paving Package A. Motion passed 4-0.

21) Engineering Department request: Approve a westbound lane restriction on College Avenue, from Century Drive to approximately 1,100 feet west of CR 31, for May 23 and May 27

City Engineering Project Manager Andrew Lund told the Board that Terracon Consultants has requested permission to implement a westbound lane restriction with flaggers on College Avenue, extending from Century Drive to approximately 1,100 feet west of County Road 31 (at the city limit line). He said the purpose of this restriction is to conduct soil borings as part of the preliminary geotechnical investigation for Phase II of the College Avenue Reconstruction project.

Lund said the lane restriction is expected to be in place two non-consecutive days on Friday, May 23 and Tuesday, May 27, 2025.

Nichols/Myers made a motion to approve a westbound lane restriction on College Avenue, extending from Century Drive to approximately 1,100 feet west of CR 31 for May 23 and May 27, 2025. Motion passed 4-0.

22) Engineering Department request: Approve the road closure on Wilden Avenue, between the Rock Run Creek bridge and the Elkhart River bridge, for the work of milling, geosynthetic reinforcing paving mat, and to rebuild the asphalt roadway work from Monday, June 2 thru Friday, June 13, 2025

City Director of Public Works & Utilities Dustin Sailor told the Board that Niblock Excavating requested a road closure on Wilden Avenue, between the Rock Run Creek bridge through the intersection of Indiana Avenue, and to the west to the Elkhart River bridge near the wastewater treatment plant.

Sailor said Niblock will be performing work to mill 4 inches, add a geosynthetic reinforcing paving mat and rebuild the asphalt roadway. This work will start Monday, June 2, and go through Friday, June 13. Niblock will maintain access to residents, and the wastewater treatment plant and have all the traffic control devices in place.

In response to a question from **Councilor Matt Schrock**, **Sailor** clarified the extent of the closure.

Nichols/Myers made a motion to approve a road closure on Wilden Avenue between the Rock Run Creek bridge and the Elkhart River bridge for the work of milling, geosynthetic reinforcing paving mat, and to rebuild the asphalt roadway work from Monday June 2 thru Friday June 13, 2025. Motion passed 4-0.

23) Engineering Department request: Approve the road closure on Wakefield Circle for full depth removal of the roadway and to rebuild the asphalt roadway from Monday, June 2 thru Friday, June 6, 2025

City Director of Public Works & Utilities Dustin Sailor told the Board that Niblock Excavating requested a road closure on Wakefield Circle. He said Niblock will be performing work to remove the roadway at full depth and then rebuild the asphalt roadway.

Sailor said this work will start Monday June 2, and go through Friday June 6. Niblock will maintain access to the residents, and have all the traffic control devices in place.



Nichols/Myers made a motion to approve the road closure on Wakefield Circle for full-depth removal of the roadway and to rebuild the asphalt roadway from Monday, June 2 thru Friday June 6, 2025. The motion passed 4-0.

ADDED AGENDA ITEM:

24) Engineering Department request: Approve the blocking of three more parking spaces for the Annex Re-Roofing Project

City Director of Public Works & Utilities Dustin Sailor reminded the Board that on April 24 it authorized E. Lee Construction to close six parking spaces along the southside of Jefferson Street, between Fifth Street and the first alley to the east, for the storage of equipment and trailers.

Sailor said that on May 21, the company mobilized on site and has now requested three more parking spaces for the storage of equipment and trailers. So, **Sailor** said he was asking the Board to reserve the three parking spaces on the northside of Jefferson Street, immediately west of the alley that is east of Fifth Street.

The parking spaces would be reserved from Tuesday, May 29 through Friday, Nov. 28. However, the closure may be shortened or lengthened depending on the project's progress.

For the record, **Mayor Leichty** thanked Restor Church for offering to provide parking for City staff, who normally park along the Annex space, during this construction project.

Nichols/Myers made a motion to approve the closure of three additional parking spaces on the north side of Jefferson Street for the re-roofing of the Annex Building. The motion passed 4-0.

NOTE: In support of this request, Sailor presented the Board with a one-page memorandum dated May 22, 2025 (EXHIBIT #1).

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

Mayor Leichty opened Privilege of the Floor at 4:53 p.m.

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department, said **City workers** are preparing to ready to do some work on County Road 19. He said they **will replace a culvert next to the Goshen Environmental Center, 20100 County Road 19, where asphalt is starting to cave in.**

Shepherd said staff will replace a pipe ordered. **He requested that the road would be closed from June 2 to June 13 and said the work will take place in conjunction with the work on Wilden Avenue.**

Nichols/Myers made a motion to approve the requested closure of County Road 19 from June 2 to June 13, 2025. The motion passed 4-0.

Mayor Leichty closed the public comment period at 4:55 p.m.

At 4:55 p.m., Mayor Leichty recessed the Board of Public Works & Safety meeting and convened a meeting of the City of Goshen Stormwater Board.

CITY OF GOSHEN STORMWATER BOARD

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

4:00 p.m., May 22, 2025

Members: Mayor Leichty, Mike Landis and Mary Nichols



25 & 26) Legal Department requests: Adopt Resolution 2025-01, A Resolution of the Goshen Stormwater Board Adopting a Policy to Provide Public Notice of Meetings and adopt Resolution 2025-02, a Resolution of the Goshen Stormwater Board Adopting an Electronic Meetings Policy to Allow Members of the Stormwater Board to Participate in Meetings by an Electronic Means of Communication

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that Resolution 2025-01 was a *Resolution of the Goshen Stormwater Board Adopting a Policy to Provide Public Notice of Meetings* and Resolution 2025-10, was a *Resolution of the Stormwater Board Adopting an Electronic Meetings Policy to Allow Members of the Stormwater Board to Participate in Meetings by an Electronic Means of Communication*.

Marks said essentially similar resolutions were approved earlier in the meeting by and for the Board of Public Works and Safety. She said all other City boards and commissions were passing substantially similar resolutions.

Nichols/Landis made a motion to adopt Resolution 2025-01, A Resolution of the Goshen Stormwater Board Adopting a Policy to Provide Public Notice of Meetings and adopt Resolution 2025-10, A Resolution of the Stormwater Board Adopting an Electronic Meetings Policy to Allow Members of the Stormwater Board to Participate in Meetings by an Electronic Means of Communication. Motion passed 3-0.

27-30) Stormwater Department request: Accept the post-construction stormwater management plans for The Crossing Second & Third project, the East College Avenue Industrial Park Amendment #4 project, the Hyundai of Goshen Auto Dealership project and the Maplecrest Country Club Parking Expansion because all have been found to meet the requirements of City Ordinance 5209

City Director of Public Works & Utilities Dustin Sailor told the Board that:

- The developer of The Crossing Second & Third project, affecting one (1) or more acres of land and located on the east side of 1740 Lighthouse Lane;
- The developer of the Brinkley RV Temporary Storage Lot (JN: 2024-2027) and the Brinkley RV Building #8 Site Preparation (JN: 2025-2003) projects, affecting one (1) or more acres of land and located at 1365 Brinkley Way East and 1360 Brinkley Way West respectively (which combined have created the fourth amendment to the East College Avenue Industrial Park post-construction stormwater management plan);
- The developer of the developer of the Hyundai of Goshen Auto Dealership project, affecting one (1) or more acres of land and located at 3202 Elkhart Road, and;
- The developer of the Maplecrest Country Club Parking Expansion project, affecting one (1) or more acres of land and located at 611 Hackett Road

have all submitted sufficient post-construction plans that are compliant with Ordinance 5209, "Stormwater Management." So, the Stormwater Department asked the Stormwater Board to accept all four plans.

Councilor Matt Schrock asked if Maplecrest was required to secure any permits to remove trees for its project.

Sailor said for the stormwater and site plan there no requirements for permits for trees to be removed.

Nichols/Landis made a motion to accept the post-construction stormwater management plans for The Crossing Second & Third project, the East College Avenue Industrial Park Amendment #4 project, the Hyundai of Goshen Auto Dealership project and the Maplecrest Country Club Parking Expansion as all have been found to meet the requirements of City Ordinance 5209. Motion passed 3-0.

At 4:59 p.m., Mayor Leichty adjourned the meeting of the City of Goshen Stormwater Board and resumed the Board of Public Works & Safety meeting.



REVIEW/COMPLIANCE HEARINGS ON BUILDING COMMISSIONER ORDERS:

May 22, 2025

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

Members present: Mayor Leichty, Mike Landis, Orv Myers and Mary Nichols

31) Compliance Review Hearing for 322 W. Oakridge Avenue (Eduardo Pizana & Abel Pizana, property owners)

At 4:59 p.m., Mayor Leichty convened a compliance review hearing for 322 W. Oakridge Avenue

BACKGROUND

In a May 22, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that the Board last held a hearing on this property on Feb. 13, 2025.

The Board, noting a recent change in ownership, issued an order for completion of substantial repairs and renovations to the Unsafe Building at the property to bring the property into substantial compliance with Goshen City Code by May 15, 2025. The Board also set the matter for a compliance review hearing for May 22, 2025.

The Board's February 13, 2025 Order was attached to Shuler's memorandum.

Shuler said the Board has continuing jurisdiction over enforcement of its Orders. Therefore, for the hearing, the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property.

Based on the findings the Board makes, Shuler wrote that the Board may:

1. Continue the matter for further review.
2. Modify the Order (e.g., formally remove the demolition order status, extend deadlines, require a performance bond, etc.).
3. Rescind the Order.
4. Issue an Order of Non-Compliance and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises.

For any action resulting in an Order, Shuler wrote that the Board should make specific findings in support.

On Feb. 13, 2025, the Board of Public Works and Safety issued the following review order:

The Order of the City of Goshen Building Commissioner dated July 17, 2024, and the Hearing Authority Record of Action and Continuous Enforcement Order dated Sept. 12, 2024 (hereinafter, collectively, the "Order"), all came before the Hearing Authority on February 13, 2025, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the City of Goshen Building Department, through Travis Eash, as well as the property owner. Based on that testimony and evidence, the Hearing Authority makes the following findings:

1. The Unsafe Building at the Real Estate is still unsafe, is still in a condition that warrants demolition, and has not been demolished.
2. The current owner, Eduardo Pizana and Abel Pizana (hereinafter "Pizana"), recently purchased and obtained title to the Real Estate on Jan. 28, 2025.
3. Pizana obtained a Remodel Permit from the Goshen Building Department on January 29, 2025.
4. No significant improvements to the Unsafe Building at the Real Estate have been made.



5. The Unsafe Building at the Real Estate has not passed any inspections.

6. The property owner, Pizana, has a desire to repair and renovate the Unsafe Building at the Real Estate, and has already began work to accomplish those plans. Specifically, Pizana believes that in ninety (90) days substantial progress on repairs will be made and the condition of the Unsafe Building will no longer warrant demolition.

Considering these findings, the Hearing Authority now ORDERS:

1. The current owner, Pizana, is ordered to complete substantial repairs and renovations to the Unsafe Building on the Real Estate in order to bring the Unsafe Building into substantial compliance with the requirements of Goshen City Code, with substantial work and progress to be completed on or before May 15, 2025. This order does not rescind the existing demolition order for the Unsafe Building at the Real Estate, which remains in effect and applicable to the Real Estate.

2. This matter is set for further hearing to review compliance with this Order and whether said Order should be affirmed, rescinded, or further modified, before the Goshen Board of Public Works and Safety on **May 22, 2025 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

3. The Property Owner, Pizana, is permitted to pull permits for the remodel work, regardless of the existing demolition order, in coordination with the Goshen Building Department.

4. Should Property Owner fail to meet the above-stated requirements, the Hearing Authority will affirm the Order requiring demolition without the option of repair of the Unsafe Building of the Real Estate at the next scheduled hearing.

SO ORDERED on February 13, 2025, and signed this Feb. 13, 2025.

DISCUSSION AND OUTCOME OF BOARD COMPLIANCE REVIEW HEARING ON MAY 22, 2025:

At 4:49 p.m., Mayor Leichty convened a compliance review hearing for 322 W. Oakridge Avenue (Eduardo Pizana & Abel Pizana, property owners)

Present: Board members Leichty, Landis, Myers, and Nichols; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Building Inspector Travis Eash, and Eduardo Pizana, the property owner.

Assistant City Attorney Don Shuler provided the background of the matter as was presented in his memorandum to the Board. He then introduced a staff report (**EXHIBIT #2**) from **City Building Inspector Travis Eash, who was sworn in by the Mayor to provide truthful testimony.**

Eash said, "This property has long been an issue for the Building Department for quite a while, due primarily to a former owner's unwillingness to make repairs to the property or cooperate with the City.

"The current owner, Mr. Pizana, obtained ownership earlier this year. He immediately pulled all permits and began working on the property as soon as he was able. A recent inspection confirmed that the property has passed all rough-in inspections and as of last week the drywall was almost finished."

Included in **Eash's** report, and shown to Board members through a PowerPoint presentation, were photographs showing the condition of the property from a year ago, and then from an inspection last week. Eash said the difference was clear. "I mean, it's night and day."

Eash concluded, "Due to his work and willingness, staff recommends, based on the substantial progress made and the cooperation of the current owner, is to modify the demolition order to a repair order giving the owner 90 more days to pass the final inspection. Staff would also recommend that the matter only be set for hearing at the request of the Building Commissioner should there be noncompliance with the Board's Order."

Eash said the owner has made more progress repairing the home over the past four or five months than has been made over the past 20 years. He invited Pizana to address the Board.

Mayor Leichty swore in Eduardo Pizana to give truthful and complete testimony.



Mayor Leichty thanked **Pizana** “for the extraordinary work that you've done in transforming this property from something that was blighted and completely unusable to something that's a positive contributor to the community.” **Pizana** responded, “Thank you guys as well. Thank you to **Travis (Eash)** and **(Building Commissioner) Myron (Grise)** for helping us out. We're not done yet, but we know we're getting there.”

Mayor Leichty said Board members were looking forward to seeing the final pictures of the renovation and would like to be invited to the open house. **Pizana** said he would invite them. **Board member Myers** called it a “great improvement.” **Pizana** said he has devoted many hours to the renovation since January.

Assistant City Attorney Shuler said the staff's recommendation was to rescind the demolition order and approve a modified repair order and allow 90 more days for repairs, but only bring the matter back to the Board if the Building Commissioner requests it. Shuler recommended that the Board adopt the staff report as its findings, accept staff's conclusion, and enter that as its order.

Mayor Leichty said, “I would be willing to adopt that, but I would ask for some final photos of the final completion of the project ... the Board has been working hard with a lot of the community members to make significant improvements on blighted properties and it's nice to see the final summation of those projects. So, if the owner is willing to provide a couple photos for the Board's review at the completion of that project, I would certainly be open to that.”

Nichols/Landis then made a motion to adopt the Building Department's recommendation to rescind the demolition order and move it to a repair order with the request that some photos be provided to the Board at the end of the renovation. The motion passed 4-0.

After the vote, **Councilor Matt Schrock** said, “I just wanted to say thank you to **Mr. Pizana** as well as **(Building Commissioner) Myron Grise** and his team and you all.” He added that the home has been transformed. He added, “It makes the whole neighborhood look much better.”

32) Compliance Review Hearing for 214 E. Clinton Street (Alvarez Renovation, LLC, property owner) **At 5:07 p.m., Mayor Leichty convened a compliance review hearing for 214 E. Clinton Street.**

BACKGROUND

In a May 22, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that the Board last held a hearing on this property on Feb. 13, 2025.

The Board, noting a recent change in ownership, issued an order for completion of substantial repairs and renovations to the Unsafe Building at the property to bring the property into substantial compliance with Goshen City Code by May 15, 2025. The Board also set the matter for a compliance review hearing for May 22, 2025.

The Board's February 13, 2025 Order was attached to Shuler's memorandum.

Shuler said the Board has continuing jurisdiction over enforcement of its Orders. Therefore, for the hearing, the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property.

Based on the findings the Board makes, Shuler wrote that the Board may:

1. Continue the matter for further review.
2. Modify the Order (e.g., formally remove the demolition order status, extend deadlines, require a performance bond, etc.).
3. Rescind the Order.
4. Issue an Order of Non-Compliance and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises.

For any action resulting in an Order, Shuler wrote that the Board should make specific findings in support.



On Feb. 13, 2025, the Board of Public Works and Safety issued the following review order:

The Order of the City of Goshen Building Commissioner dated Nov. 16, 2021, the Order of the City of Goshen Board of Public Works and Safety dated Jan. 26, 2022, and the Order of the City of Goshen Board of Public Works and Safety dated May 6, 2022 (hereinafter collectively, the "Order"), all came before the Hearing Authority on Feb. 13, 2025, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the City of Goshen Building Department, through Travis Eash, as well as the property owner. Based on that testimony and evidence, the Hearing Authority makes the following findings:

1. The Unsafe Building at the Real Estate is still unsafe, is still in a condition that warrants demolition, and has not been demolished.
2. The current owner, Alvarez Restoration, LLC (hereinafter "Alvarez"), recently purchased and obtained title to the Real Estate on Jan. 22, 2025.
3. Alvarez obtained permits for Remodel, Electrical, Mechanical, Siding, and Windows from the Goshen Building Department on February 5, 2025.
4. No significant improvements to the Unsafe Building at the Real Estate have been made.
5. The Unsafe Building at the Real Estate has not passed any inspections.
6. The property owner, Alvarez, has a desire to repair and renovate the Unsafe Building at the Real Estate, and has already began work to accomplish those plans. Specifically, Alvarez believes that in ninety (90) days substantial progress on repairs will be made and the condition of the Unsafe Building will no longer warrant demolition.

Considering these findings, the Hearing Authority now ORDERS:

1. The current owner, Alvarez, is ordered to complete substantial repairs and renovations to the Unsafe Building on the Real Estate in order to bring the Unsafe Building into substantial compliance with the requirements of Goshen City Code, with substantial work and progress to be completed on or before May 15, 2025. This order does not rescind the existing demolition order for the Unsafe Building at the Real Estate, which remains in effect and applicable to the Real Estate.
2. This matter is set for further hearing to review compliance with this Order and whether said Order should be affirmed, rescinded, or further modified, before the Goshen Board of Public Works and Safety on **May 22, 2025 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
3. The Property Owner, Alvarez, is permitted to pull permits for the remodel work, regardless of the existing demolition order, in coordination with the Goshen Building Department.
4. Should Property Owner fail to meet the above-stated requirements, the Hearing Authority will affirm the Order requiring demolition without the option of repair of the Unsafe Building of the Real Estate at the next scheduled hearing.

SO ORDERED on February 13, 2025, and signed this February 13, 2025.

DISCUSSION AND OUTCOME OF BOARD COMPLIANCE REVIEW HEARING ON MAY 22, 2025:

At 5:07 p.m., Mayor Leichty convened a compliance review hearing for 214 E. Clinton Street (Alvarez Renovation, LLC, property owner).

Present: Board members Leichty, Landis, Myers, and Nichols; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Building Inspector Travis Eash, and Gabriel Alvarez, the property owner.



Assistant City Attorney Don Shuler provided the background of the matter as was presented in his memorandum to the Board. He then introduced a staff report (**EXHIBIT #3**) from **City Building Inspector Travis Eash, who was previously sworn in by the Mayor to provide truthful testimony.**

Eash said, "This property sustained a fire in 2019 and has remained unsafe through a couple different owners the past couple of years. Prior to the current owner, there was little attempt to fix the property by its longstanding former owner and then only after it was ordered demolished did the previous owner do anything at all.

"Since the current owner, **Mr. Alvarez**, obtained ownership earlier this year, he has pulled all required permits and began working on the property as soon as he was able. A recent inspection confirmed that the property has passed all rough-in inspections and as of earlier this week drywall was almost finished."

Included in **Eash's** report, and displayed for the Board via a PowerPoint presentation, were photographs showing the condition of the property from several year ago, shortly after the fire. He said, "The property stayed in relatively the same shape until Mr. Alvarez took ownership." **Eash** said the photographs taken earlier this week demonstrate the significant progress made at the property, adding that squatters no longer use the property.

In his written report, **Eash** concluded, "Staff's recommendation, based on the substantial progress made and the cooperation of the current owner, is to modify the demolition order to a repair order giving the property 90 more days to pass final inspection. Staff would also recommend that the matter only be set for hearing at the request of the Building Commissioner should there be noncompliance with the Board's order."

Mayor Leichty said she remembered that the previous owner "attempted to cover up the fire by throwing up drywall over burned out parts of this house, and it was just an absolute disaster." **Eash** responded, "I believe you are correct. There are certain areas where he agreed that it needed to be replaced, and others he was arguing that it was fine, and they just needed to cover it."

Mayor Leichty swore in Gabriel Alvarez, the property owner, to give truthful and complete testimony.

Mayor Leichty said, "On behalf of the city. I just want to offer my thanks to you for your investment in this home and in the community, and for transforming what was once a detriment to the City into something that is productive and useful, and will be a lovely home for families for a long time to come. So, thank you for all of your energy, time and investment in the City."

In response to a question from **Board member Landis**, **Alvarez** said the property used to be a duplex but he is transforming it into a single-family home, which will be much better. He added, "We've been working hard trying to get everything (done).

"And I just want to thank, as well, **Travis (Eash)** and **Myron (Grise)** for all the help that they gave us to work on this house. And we are on the pretty much, 65 to 70% done. We are trying to get done the outside as well, but the weather doesn't let us do much this week. But we are trying to get finished, at least in a couple more weeks, and then we are ready for paint inside, and just the final touches on the inside as well."

Board member Myers said, "It looks great compared to what it was. That's what we need – to get rid of the blighted properties, so they become something that's useful instead of just sitting there."

Mayor Leichty swore in Councilor Matt Schrock to give truthful and complete testimony.

Councilor Schrock said, "I just want to mention that this home used to be in my district. It's not anymore and through all the years that I was on Council for past four years that house was an eyesore for everybody, including everybody on the bypass that went on U.S. 33. All you had to do is look off to the south, and there it was."

Councilor Schrock added, "Less blight is good, just like, **Orv (Myers)** said. Make these houses usable if you're going to sell and make them affordable and everybody profits from that. So, thanks, again, to everybody involved and Myron (Grise) and his team as well."

Assistant City Attorney Shuler summarized the staff recommendation to replace the demolition order with a repair order and only return the matter to the Board if there was noncompliance. He endorsed the recommendation of adopting the staff report with the added condition of providing photos to the Board after the renovation is complete.



In response to a question from the **Mayor, Shuler** said the expectation would be full compliance in 90 days

Nichols/Myers made a motion to adopt the City staff's recommendation to rescind the demolition order and return the matter to the Board with updates and photographs upon completion. Motion passed 4-0.

At 5:17 p.m., Mayor Leichty adjourned the Building Commissioner Compliance Hearings and reconvened the Board of Public Works & Safety meeting.

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Nichols seconded the motion. The motion passed 4-0.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 5:17 p.m.

EXHIBIT #1: A one-page memorandum, dated May 22, 2025, submitted to the Board by City Director of Public Works & Utilities Dustin Sailor requesting that the Board approve the blocking of three more parking spaces on the northside of Jefferson Street, immediately west of the alley that is east of Fifth Street, for the Annex Re-Roofing Project from Tuesday, May 29 through Friday, Nov. 28, 2025.

EXHIBIT #2: A two-page "Unsafe Building Hearing Staff Report," with 13 pages of color photographs, prepared by and provided to the Board by City Building Inspector Travis Eash regarding 322 West Oakridge Avenue (Eduardo and Abel Pizana, property owners). The report was provided during an unsafe building hearing on the property.

EXHIBIT #3: A two-page "Unsafe Building Hearing Staff Report," with 13 pages of color photographs, prepared by and provided to the Board by City Building Inspector Travis Eash regarding 214 East Clinton Street (Alvarez Restoration, LLC, property owners). The report was provided during an unsafe building hearing on the property.

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



BLACK SQUIRREL

G O L F C L U B

5/22/25

1017 Larimer Drive
Goshen, 46526
574-533-1828

Owner: **Grant Sassaman**
Phone: 574-202-6686
Email: Grant@BlackSquirrelGolf.com
Event Coordinator: **Laura Johnson**
Phone: 574-361-4920
Email: lauraljohnson@me.com

Mr. Richard R. Aguirre, Clerk-Treasurer
Goshen City Hall,
202 S 5th St. Suite 2
Goshen, IN 46528-3714

To: Board of Works & Safety

Subject: Fire Works Event Request

Grant Sassaman inquired with the City on the process of authorizing a fireworks show at the Black Squirrel Golf Course on July 4, 2025 with a rain date of July 5th. He provided the attached documents outlining the event plans, event map, and donor options, and has already reached out to all departments to confirm they can work with the plan.

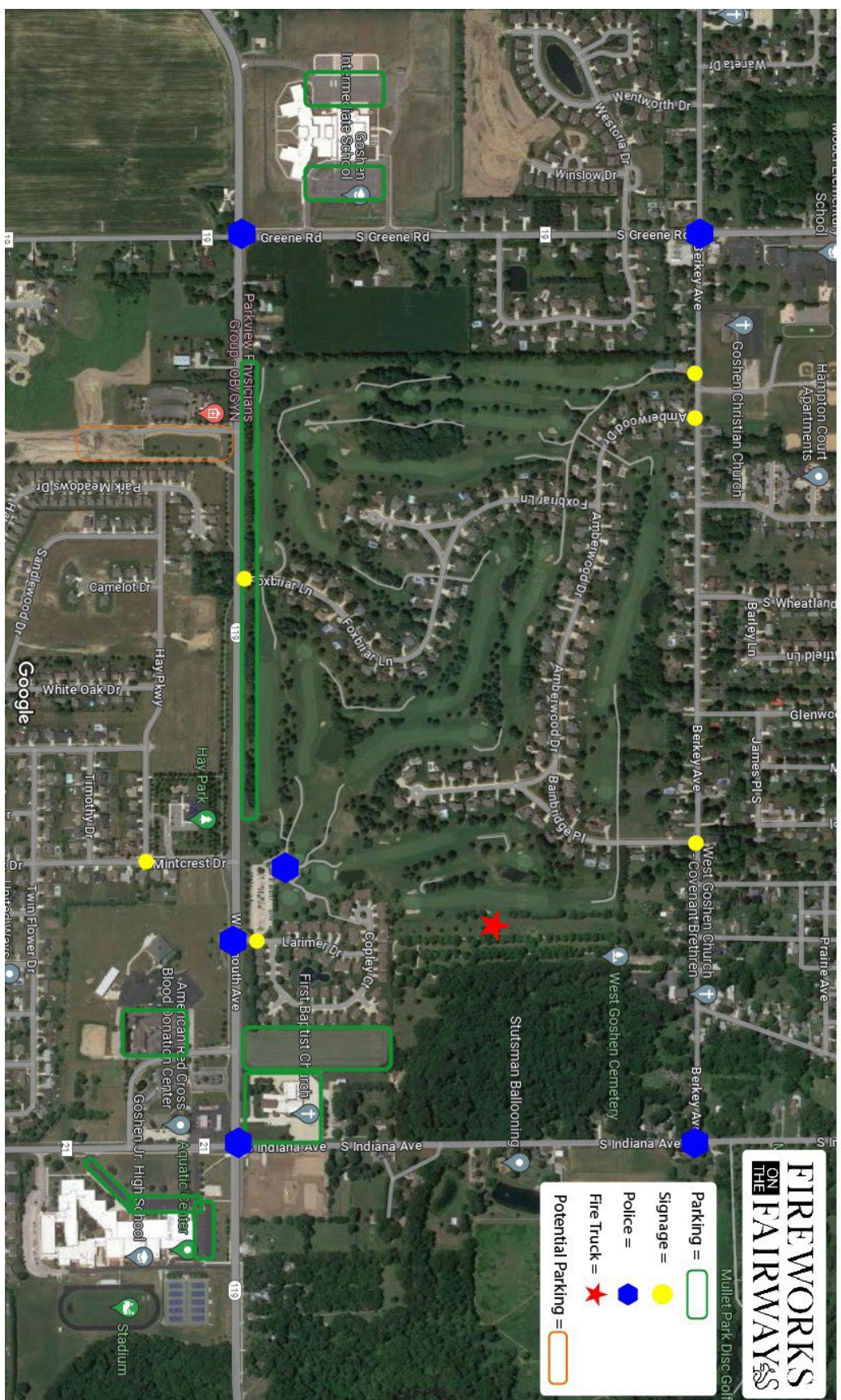
Maps provided show parking for the public, police officer locations, signage and the location the fireworks will be set off. (See map for all locational details).

Food truck will be setup and running at 5:00pm with the event open to the public from 6:00PM till 10:30pm

The Goshen Police Department will be providing traffic control at the end of the event. They will be in place from 10:00pm until the traffic is dispersed at about 11:00pm. Security is being provided by a group of volunteer Marines who are all fireman, policeman and EMTs.

Requesting the street department for signs stating, "One way", "Do Not Enter", "One Sided Parking Only" and "Residential Parking Only". Also requesting 30 traffic cones to place in various areas.

Approved the location of the fire trucks in West Goshen Cemetery.



FIREWORKS ON THE FAIRWAYS



Reserved
Seating

Stage

Restrooms

Black Squirrel
Golf Club

Food Trucks & Vendors

COPLEY CT

Sponsor Info



Course ▾ Sim Lessons Fireworks

Sponsor Fireworks on the Fairway

July 4, 2024

Sponsor Fireworks on the Fairway

The goal for this event is to make and keep it free for the entire community. If your business would like to partner with Black Squirrel to make that happen, consider becoming a sponsor. Get your name in front of 20,000+ people, bring them team, enjoy private seating, and more.



Name *



Name *

First

Last

Company Name *

Email *

Phone

Sponsorship Level *

Comments

Total

\$0.00

Submit

ACE - \$30,000

- Five 1 Year Memberships (\$3,750 Value)
- VIP Seating at event for 50
- 3 media/event mentions
- Signage on course during event
- Booth Space
- BSGC Swag
- Mention in post event video
- 1 Year Hole Sponsorship
- Designated Company seating area

*This package is customizable

Eagle - \$10,000

- Three 1 Year Memberships (\$2,250 Value)
- VIP Seating at event for 6
- 2 media/event mentions
- Signage on course during event
- Booth Space
- BSGC Swag
- Mention in post event video

Course ▾ Sim Lessons Fireworks

- Signage on course during event
- Booth Space
- BSGC Swag
- Mention in post event video
- 1 Year Hole Sponsorship
- Designated Company seating area

Birdie - \$5,000

- Two 1 Year Memberships (\$1,500 Value)
- VIP Seating at event for 4
- Media mention
- Signage on course during event
- Booth Space
- Mention in post event video
- 1 Year Hole Sponsorship
- Designated Company seating area

Par - \$3,000

- One 1 Year Membership
- VIP Seating at event for 2
- Signage on course during event
- Booth Space

Starter - \$500

- Logo on website and banner

Vendor Booth Only - \$250

- 5 spots available



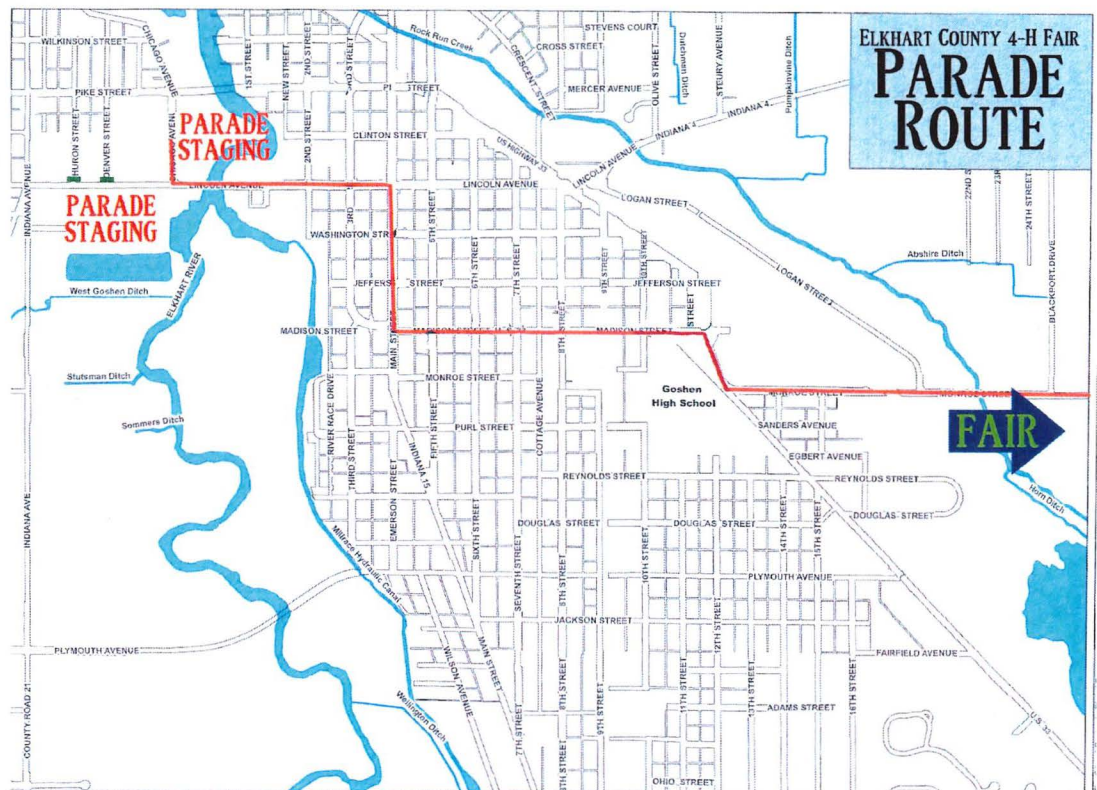
BOARD OF PUBLIC WORKS AND SAFETY

REQUEST TO APPROVE THE 2025 ELKHART COUNTY 4-H FAIR PARADE STAGING AND STREET CLOSINGS

On behalf of The Elkhart County 4H Fair Board and Goshen Noon Kiwanis Club, Boyd Smith is requesting Board approval to stage the 2025 Elkhart County 4H Fair Parade, along with traditional support services from the City. The parade is scheduled for July 20st, 2025 with no changes to the traditional route.

We request the Board to have the Goshen Police Department close streets as they see appropriate for the staging and running of the parade. We also request assistance from the Goshen Street Department with barricades and trash pickup. We're very appreciative that the city has provided these services for over 20 years.

The staging areas will be Linway Plaza, Kroger Plaza and Rogers Park. Parade registration begins at 10:30 AM and the parade will step off promptly at 1:30 PM; some units will arrive as early as 9:00 AM, prior to registration.



If you have any questions or instructions, please contact the Parade Director, Boyd Smith, at (574) 202-0362 or bsmith@tkimail.com

Additional details can be found at <https://www.4hfair.org/Parade>

Thank you

Boyd Smith, Parade Director

Restor Church

Date: 05.09.25

To: Board of Works and Safety

From: RESToR church

406 South 5th St.
Goshen, IN 46526
Agent: Gene Troyer

To whom it may concern:

This is the formal request from RESToR church for a food truck event on Sunday, July 20, 2025 from 9a to approximately 3p from Madison Street to the first alley to the south. (see attachment)

This particular Sunday is Fair Parade Sunday and we are hosting our **Fair Floats and Food Trucks** event and once again, we look forward to inviting the city to join us. This event is really all about building organic community and connections within the neighborhood. The church does not benefit monetarily from this event, instead we consider it an opportunity to add to the festive occasion of the parade. The purpose of this request is simply to receive approval for food trucks to be parked along the sidewalk. (Additional food trucks will be parked elsewhere on our property.) The truck's carryout windows would face the sidewalk and allow for patrons to walk up without needing to step into any potential traffic flow.

The start time of 9a is fairly important in order for the trucks to be prepared for customers at the conclusion of our first service which ends at roughly 10:30a. Our current line up of food trucks include: Sweet Eliza's Baking Co., Hay Huey, Sweazy Q, Kona Ice and Ben's Pretzels.

In preparation, we have had conversations with our neighbors to ensure that those who may be impacted are aware and we have received nothing but affirmation and encouragement.

Thank you for your consideration,

Sincerely,

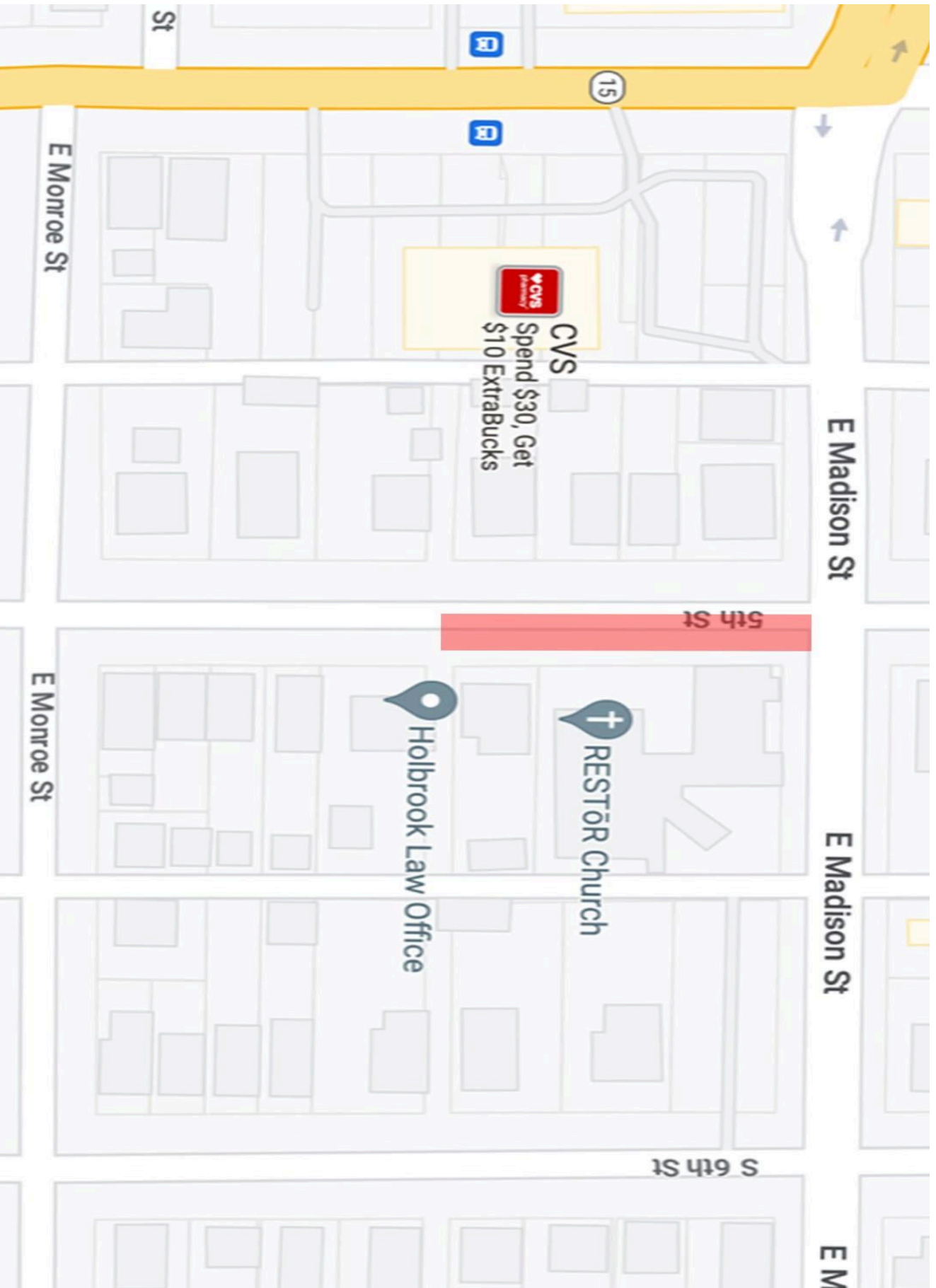


Gene Troyer | Lead Pastor

a: Restor Church | 406 S. 5th St., Goshen, IN 46526

w: www.restor.church

406 South 5th Street, Goshen, IN 46526



I M SHE
121 S Main Street
Goshen IN 46526
574-536-5995
www.office@imshe.clothing

June 2, 2025
To: Goshen City Board of Works

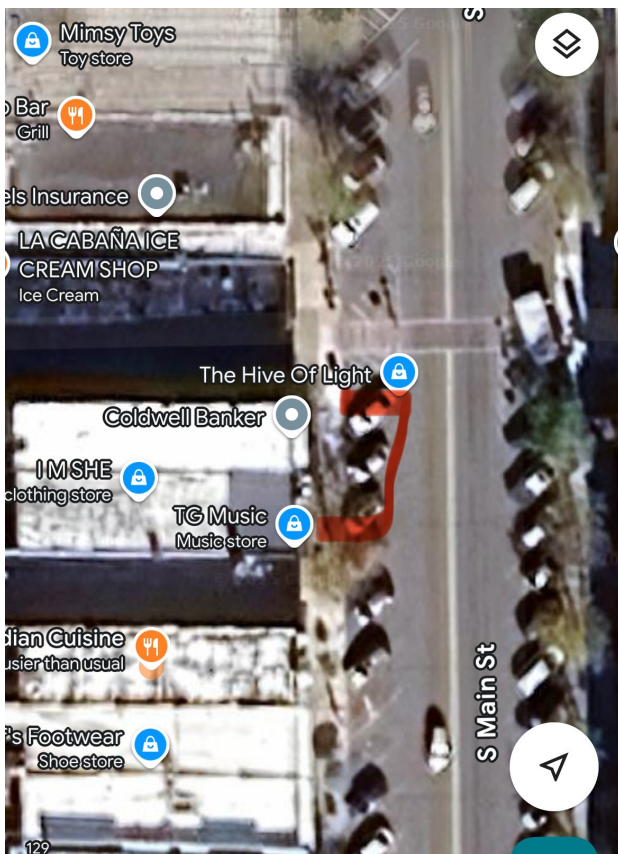
I M SHE will be hosting a 6-year Celebration on June 24 & 25, 2025.
On Wednesday June 25, to add to the festivities and draw additional business to our location as well as to the greater Downtown area, we are planning to have a specialty Beverage Trailer parked in front of our store at 121 S Main Street.

We would like to request the use of 3 parking spaces for the use of the SIPS Drink trailer on Wednesday June 25, 2025 during the hours of 8am -5:30 pm. See attached map with the proposed trailer parking in the red area.

We are requesting "No Parking signs" to be placed in the spaces prior to the event.

I have spoken to our neighboring businesses and they have no objection.

Thank you,
Barbara Geigley
Owner I M SHE
574-349-0621
www.office@imshe.clothing attn Barbara





574-364-0705



desdancefoundation@gmail.com



www.desdancestudio.com



212 South Main Street Suite 5
Goshen, IN 46526



To the Board,

DES Dance Studio, located in the Exchange Suites in beautiful downtown Goshen, is home to a regionally and nationally award winning and recognized youth dance company, directed by Desiree Lantz. DES Dance Company dancers, ranging in ages 6-18, are known for their technique and have won numerous 1st overall, choreography and technique awards at regional and national dance competitions over the nine years the company has been competing.

A team of our dancers has a very unique opportunity to represent Goshen in dancing in the parade at Magic Kingdom at Walt Disney World in July, through the Dance the Magic program. As part of the parade process, Disney needs us to submit an audition video of our performance of the parade routine. Upon approval, the video will be publicized on national social media outlets. We thought that it would be a beautiful national representation of Goshen to be able to film our parade audition video with downtown Goshen as the backdrop.

We respectfully request permission to be able to have a portion of Main Street (with the Goshen Theatre marquee in the background), closed from 4:30-5:30 pm on Thursday, June 12th for our parade filming. We request this date and time as it is our deadline for being able to submit our final audition video to Disney by the due date of June 16th.

We understand that the timeline of the board's weekly meeting agenda is important, and although this request comes in just under 24 hours later of the 5pm Monday deadline, we would be very grateful for you to consider adding it to the June 5th agenda for possible approval in time of our deadline. If this is not possible, we understand and thank you for your time and consideration.

Liz Brow,
President



Legal Department, CITY OF GOSHEN

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

www.goshenindiana.org

June 6, 2025

To: Board of Public Works and Safety
From: Brandy L. Toms, Paralegal
Subject: Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, I bring before the Board today two (2) Community Service Partnership Agreements for your consideration and approval.

Organization	Grant amount
Lacasa, Inc.	\$10,000
Goshen Theater, Inc.	\$50,000

These applicants have provided all the required information, and the agreements are now being brought before the Board for consideration and approval.

Suggested Motion: I move that the City of Goshen approve the agreements with Goshen Theater, Inc, to support the projects outlined in their submitted applications and authorize Mayor Leichthy to execute accordingly.

COMMUNITY SERVICE
PARTNERSHIP AGREEMENT

With Goshen Theater, Inc to Assistance with the Operating Support

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Goshen Theater, Inc (the "Partner"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. **Purpose of this Agreement; Funds Award.**

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Fifty Thousand Dollars (\$50,000), to the Partner for eligible costs related to operating support, described in more detail in Partner's Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. **Representations and Warranties of the Partner.**

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds and that the information set forth in its Community Services Partnership Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Partnership Application.

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Partner.

3. **Implementation of and Reporting on the Project.**

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2024, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2024, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

7. Project Monitoring by the City. The City may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Partner shall extend its full cooperation and give full access to the Project site and to relevant documentation to the City or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

C. The Partner affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered, and owes no outstanding reports to the Indiana Secretary of State.

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

c. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

d. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

A. The Partner does not knowingly employ an unauthorized alien.

B. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action

requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Goshen Theater, Inc
Attn: Susan Visser, Executive Director
216 South Main Street
Goshen, IN 46526
execdir@goshentheater.org

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

B. The expenditure of funds other than in conformance with the Project or the Budget may be deemed a breach. The Partner explicitly covenants that it shall promptly repay to the City all funds not spent in conformance with this Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Partner and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY:

CITY OF GOSHEN, INDIANA

Gina Leichty, Mayor

Date: _____

PARTNER:

GOSHEN THEATER, INC

Susan Visser, Executive Director

Date: _____



Legal Department, CITY OF GOSHEN

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

www.goshenindiana.org

June 6, 2025

To: Board of Public Works and Safety
From: Brandy L. Toms, Paralegal
Subject: Community Service Partnership Agreements

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used. As such, I bring before the Board today two (2) Community Service Partnership Agreements for your consideration and approval.

Organization	Grant amount
Lacasa, Inc	\$10,000
Goshen Theater, Inc. Inc.	\$50,000

These applicants have provided all the required information, and the agreements are now being brought before the Board for consideration and approval.

Suggested Motion: I move that the City of Goshen approve the agreements with Lacasa, Inc, to support the projects outlined in their submitted applications and authorize Mayor Leichty to execute accordingly.

COMMUNITY SERVICE
PARTNERSHIP AGREEMENT

With Lacasa of Goshen, Inc. to Support the Empower Goshen: Partnership for Progress Project

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Lacasa of Goshen, Inc. (the "Partner"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Twenty-Five Thousand Dollars (\$25,000), to the Partner for eligible costs in support of the Empower Goshen: Partnership for progress Project described in more detail in Partner's Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds and that the information set forth in its Community Services Partnership Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Partnership Application.

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any

modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2025, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties and approval by the Goshen Board of Public Works and Safety, and shall remain in effect through completion of the Project, or December 31, 2025, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

7. Project Monitoring by the City. The City may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Partner shall extend its full cooperation and give full access to the Project site and to relevant documentation to the City or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in

this Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

C. The Partner affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered, and owes no outstanding reports to the Indiana Secretary of State.

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf

of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

c. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

d. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

A. The Partner does not knowingly employ an unauthorized alien.

B. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelman@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Lacasa of Goshen, Inc.
Attn: Ashley Bowen
202 N. Cottage Avenue
Goshen, IN 46528
Ashley.bowen@lacasainc.net

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

B. The expenditure of funds other than in conformance with the Project or the Budget may be deemed a breach. The Partner explicitly covenants that it shall promptly repay to the City all funds not spent in conformance with this Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Partner and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY:

CITY OF GOSHEN, INDIANA

Gina Leichty, Mayor

Date: _____

PARTNER:

LACASA OF GOSHEN, INC.

Jeremy Stutsman, President & CEO

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

June 5, 2025

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2025-13, Transfer of Real Estate at 301, 305, and 311 West Wilden Avenue to Habitat for Humanity of Elkhart County, Inc.

The City of Goshen acquired real estate at 301, 305 and 311 West Wilden Avenue as part of the Wilden Avenue reconstruction project. The residences at these three addresses were demolished as part of that project. Habitat for Humanity of Elkhart County, Inc. would like to acquire, these vacant for the purpose of constructing a residential structure at each of the three addresses for three of Habitat's partner families. The City will transfer the real estate for no monetary consideration.

Resolution 2025-13 is to approve the terms and conditions of the Agreement for the Sale and Purchase of Real Estate with Habitat for Humanity of Elkhart County, Inc., and authorizes the Mayor to execute the Agreement and any other documents on behalf of the Board and the City of Goshen for this purpose.

Suggested Motion:

Move to adopt Resolution 2025-13, Transfer of Real Estate at 301, 305, and 311 West Wilden Avenue to Habitat for Humanity of Elkhart County, Inc.

RESOLUTION 2025-13

**Transfer of Real Estate
Located at 301, 305 and 311 West Wilden Avenue
to Habitat for Humanity of Elkhart County, Inc.**

WHEREAS The City of Goshen, Indiana (“The City”) owns real property generally located at 301, 305 and 311 West Wilden Avenue, Goshen, Indiana (collectively referred to as “Subject Real Estate”).

WHEREAS Habitat for Humanity of Elkhart County, Inc. (“Habitat”) is an Indiana nonprofit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code, and would like to acquire the Subject Real Estate from The City for the purpose of constructing a residential structure upon each of the three (3) addresses for three (3) of Habitat’s partner families.

WHEREAS The City is willing to transfer the Subject Real Estate to Habitat for the purpose so stated.

WHEREAS Indiana Code § 36-1-11-1 allows the City to transfer real property to an Indiana nonprofit corporation organized for educational, literary, scientific, religious, or charitable purposes that is exempt from federal income taxation under Section 501 of the Internal Revenue Code.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City agrees to transfer to Habitat the Subject Real Estate generally located at 301, 305 and 311 West Wilden Avenue, Goshen, Indiana.
2. The Goshen Board of Public Works and Safety approves the terms and conditions of the Agreement for the Sale and Purchase of Real Estate with Habitat for Humanity of Elkhart County, Inc. that is attached hereto and made a part of this Resolution.
3. Mayor Gina M. Leichty is authorized to execute any and all documents on behalf of The City to transfer the Subject Real Estate to Habitat for Humanity of Elkhart County, Inc.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on June ____, 2025.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

AGREEMENT
For the Sale and Purchase of Real Estate

THIS AGREEMENT is made and entered into on _____, 2025, which is the last signature date set forth below, by and between Habitat for Humanity of Elkhart County, Inc., hereinafter referred to as "Habitat" and City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, acting through the Goshen Board of Public Works and Safety, hereinafter referred to as "City."

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, City agrees to sell and Habitat agrees to purchase the following four (4) parcels of real estate (three (3) addresses) located in the City of Goshen, Elkhart Township, Elkhart County, Indiana, and more particularly described as follows:

301 W. Wilden Ave.

Lot 403, Lot 404, and the East Ten (10) feet of Lot Numbered 405 in Wilden's Walnut Hill Fourth Addition to the City of Goshen, Indiana, said Plat originally recorded in Deed Record 86, page 420, in the Office of the Recorder of Elkhart County, Indiana; Plat was lost, redrawn, and re-recorded in Plat Book 3, Page 132, in the office of the Recorder of Elkhart County, Indiana.

Commonly known as 301 West Wilden Ave., Goshen, Indiana.

Parcel Numbers: 20-11-04-453-004.000-015 and part of 20-11-04-453-003.000-015

305 W. Wilden Ave.

The West Twenty-Five (25) feet of Lot 405, Lot 406, and the East Fifteen (15) feet of Lot 407 in Wilden's Walnut Hill Fourth Addition to the City of Goshen, Indiana, said Plat originally recorded in Deed Record 86, page 420, in the Office of the Recorder of Elkhart County, Indiana; Plat was lost, redrawn, and re-recorded in Plat Book 3, Page 132, in the office of the Recorder of Elkhart County, Indiana.

Commonly known as 305 West Wilden Ave., Goshen, Indiana.

Parcel Numbers: Part of 20-11-04-453-003.000-015 and part of 20-11-04-453-002.000-015

311 W. Wilden Ave.

The West Twenty (20) feet of Lot 407; the vacated alley lying West of Lot 407 and East of Lot 408; Lot 408; and the East Ten (10) feet of Lot 409 in Wilden's Walnut Hill Fourth Addition to the City of Goshen, Indiana, said Plat originally recorded in Deed Record 86, page 420, in the Office of the Recorder of Elkhart County, Indiana; Plat was lost, redrawn, and re-recorded in Plat Book 3, Page 132, in the office of the Recorder of Elkhart County, Indiana.

Commonly known as 311 West Wilden Ave., Goshen, Indiana.

Parcel Numbers: 20-11-04-453-001.000-015 and part of 20-11-04-453-002.000-015

The above-described real estate is hereinafter referred to collectively as the “Real Estate.”

The Real Estate shall include all land; all pertinent rights, privileges and easements; and all buildings and fixtures in their present condition.

2. Purchase Price. City agrees to transfer the Real Estate to Habitat for no monetary consideration; however, Habitat agrees to the following terms for the development of the real estate:

A. Habitat agrees to construct a two-story, single-family home that is at least one thousand three hundred (1300) square feet, upon each of the three (3) addresses, within three (3) years of the date of this Agreement.

B. The value of construction will be at least One Hundred Fifty Thousand Dollars (\$150,000.00).

C. Driveway, parking area, and garage access will be from the north boundary of the Real Estate.

D. City will have the right to approve the final exterior design of the property prior to Habitat commencing construction.

E. Habitat agrees to sell any home constructed on the Real Estate to a Habitat Partner family.

F. The purchase by the partner family will be secured by a mortgage issued by Habitat in an amount not to exceed the independently appraised fair market value of the constructed home and real estate. The interest rate will be 0% throughout the term of mortgage which will be at least a twenty (20) year mortgage.

3. Taxes and Assessments. City shall pay the real estate taxes and assessments for 2024 due and payable in 2025. The real estate taxes and assessments for 2025, due and payable in 2026, shall be prorated between Seller and Goshen as of the date of closing. If the tax rate and/or assessment for taxes have not been determined, the rate and/or assessment shall be assumed to be the same as the prior year for the purpose of proration and credit for due but unpaid taxes and assessments. Habitat shall pay all real estate taxes and assessments for 2026, due and payable in 2027, and thereafter.

4. Title Insurance. At the time of closing, City agrees to provide Habitat, at Habitat’s expense, with a policy of title insurance in standard ALTA owner’s form insuring the title to the Real Estate to be conveyed by City to Habitat in an amount equal to twenty-five thousand dollars (\$25,000.00) for each address, to be free of defects except such defects that are included in the standard exceptions forming a part of such policies. The conveyance is subject to all easements, public ways, and restrictions of record.

5. Closing. A closing will be held within 45 days of the City receiving notice that the Final Construction Record for the Wilden Avenue Reconstruction project has been signed by INDOT, and the project is closed, unless the parties agree to a later date in writing. Parties will equally share the costs of the closing agent.

6. Warranty Deed. City shall deliver to Habitat a warranty deed for each of the three (3) addresses 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, and assessments.

7. Possession of Real Estate. Possession and occupancy of the Real Estate will be delivered to Habitat on the date of closing unless a later date of possession is agreed to in writing by the parties.

8. Warranties. City warrants that City will convey a good and merchantable title to Habitat. Habitat accepts the Real Estate AS IS without warranty of habitability. City makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.

9. Miscellaneous.

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

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

C. 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.

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

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

F. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between City and Habitat.

10. 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 the agreement.

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

[Signatures on following page.]

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

Habitat for Humanity of Elkhart County, Inc.

Gina M. Leichty, Mayor

Date: June _____, 2025

By: _____

Printed: _____

Its: _____

Date: June _____, 2025



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **VENTURI, 123 E. LINCOLN AVENUE
2025 OUTDOOR SEATING REQUEST (JN: STREETS)**

DATE: June 3, 2025

Venturi has submitted an application for "Temporary Outdoor Seating in Public Right-of-way". Goshen Engineering has reviewed the application and found it complete. As presented, Venturi will maintain 2' offset from the curbline with a boundary fence, will have outdoor seating near the parking spaces with umbrellas, and seating against the building. Venturi has committed to maintaining a minimum 5 feet walkway between the seating areas for pedestrians.

Goshen Engineering requests the Board of Works and Safety acknowledge receipt of the outdoor seating application for 123 E. Lincoln Avenue and approve the request until October 30, 2025.

Requested Motion: Move to accept Venturi's "Temporary Outdoor Seating in Public Right-of-way" application for 123 E. Lincoln Avenue and approve the request until October 30, 2025.

Application for Temporary Outdoor Seating in Public Right-of-Way City of Goshen, Indiana

Name of Business: <u>Venturi</u>	Business Phone Number: <u>574-485-2985</u>
Applicant Name: <u>Stacy Dechnik</u>	Applicant Phone Number: <u>574-302-7534</u> (required for after-hours contact)
Address: <u>123 E Lincoln Ave, Goshen, IN 46528</u>	
Installation Date: <u>4/1/25</u> (On or After April 1st)	Removal Date: <u>10/30/25</u> (On or Before October 30th)

PERMIT APPLICANT

Signature

Date

LIABILITY INSURANCE REQUIREMENTS:

\$1M General Liability Insurance ☒ Yes ☐ No

APPLICATION FEE:

The fee for each Outdoor Seating Right-of-Way application shall be \$20.00. Please make check payable to: "CITY OF GOSHEN"

Date Paid

5/15/25

☐ Cash

☒ Check # 3151

5.23.25 (TH)

City of Goshen "Approval of Permit"

City Engineer	Date	Gina Leichty, Mayor	Date
Michael Landis, Board Member	Date	Mary Nichols, Board Member	Date
Barb Swartley, Board Member	Date	Orv Myers, Board Member	Date

Application Checklist

- ☒ Complete the application form
- ☒ Attach a scaled drawing showing the design of the installation with dimensions
- ☒ Include signed letters of support from adjacent property owners, if applicable
- ☒ Provide pictures or drawings that illustrate the materials to be used in the installation
- ☒ Provide a brief description of operations including if alcohol sales will occur and hours of operation
- ☒ Supply certificate of liability insurance
- ☒ If vehicular traffic will be impacted by construction, include an installation and removal plan showing traffic maintenance accommodations
- ☒ Create and provide a maintenance checklist

Application Requirements

Establishments in the Downtown Business District serving food and/or beverages as the primary offering, or banquet facilities and rentable space permitted to allow catering services at the facility may request approval from the City of Goshen to place additional temporary seating outside of the facility in the portion of the public right-of-way directly adjacent to the property. For the purposes of this document, the Downtown Business District is defined as the area being along or between 2nd Street and 5th Street while also being along or between Pike Street and Madison Street. The portion of the public right-of-way directly adjacent to the neighboring properties may also be utilized upon written consent of the that property owner as long as all utilized portions of the right-of-way are contiguous. All approved installations and placement of private effects within the public right-of-way must be temporary and will only be allowed from April 1st to October 30th, at which time, the outdoor seating within the right-of-way privilege expires and the right-of-way must be returned to its original condition. Applications must be submitted on a yearly basis and all requests to the City of Goshen will require the following criteria be met prior to approval:

- All seating must allow access to public utilities, waste collection receptacles, hydrants, alleys, manhole covers, ADA parking spaces, and driveways; and must adhere to all standard codes, rules and guidelines for such establishments, including those set forth by the Indiana Alcohol and Tobacco Commission, if applicable.
- At a minimum, a 5-foot walkway must be maintained free of all obstructions on either:
 1. A portion of the sidewalk with a cross slope of 2.0% or less, or
 2. The most level 5-foot wide section of walkway as determined by the Engineering Department.
- If table service is to be offered, separation must be provided between seating and walkway through placement of a vertical barrier with a minimum height of 36 inches. The barrier must be free-floating, not damage the sidewalk surface, and not cause a trip hazard within the defined walkway.

- All necessary electrical connections must be encased in a cord safety cover.

Temporary walkways and seating areas constructed in adjacent parking spaces must be approved by the Board of Public Works and Safety, will be approved subject to parking demand, and will require the following criteria be met:

- All temporary walkways and seating areas must be on constructed surfaces that are a minimum of four inches high along the travel lane of the adjacent roadway, covered in slip-resistant material, and have a minimum load-bearing weight of 100 lbs./sq. ft.
- All temporary walkway and seating construction must allow the existing drainage patterns to be maintained and must provide a clear area adjacent to the curb in the roadway to allow runoff to flow. The required opening shall be no less than 12 inches in width and have a height of two inches or the height of the adjacent curb, whichever is greater.
- Constructed walkways must meet all guidance set forth in the U.S. Access Board's Proposed Rights-of-Way Accessibility Guidelines and provide a minimum walkway width of five feet.
- All temporary walkways and seating areas must be separated from the adjacent roadway with a vertical barrier that is a minimum of 36-inches high. The vertical barrier must be rigid, fastened securely to the constructed surface, and have no passable gaps greater than 6-inches. The vertical barrier, or delineators/bollards with reflective tape placed in addition to the barrier, must be placed between 18 and 36 inches away from the lane line of the adjacent travel lane and must be easily visible to the traveling motorist on said facility.
- A 3-foot clear area must be provided as a buffer between any construction and the closest parking space or driveway and the installation cannot obstruct vehicle sight lines as determined by the Engineering Department.
- Where requested by the City, additional separation and or protection may be required on the upstream end (end at risk of vehicle impact) of the construction. These determinations will be based on vehicle speed and a driver expectancy* in the adjacent roadway.

***Driver expectancy** refers to a driver's readiness to respond to hazards that are expected to be in a particular type of roadway corridor. If a hazard is atypical to the corridor than it is considered to be outside the expectancy of the driver.

Operation and Maintenance

Applicants are solely responsible for the maintenance and upkeep of their installations. This includes all duties and costs related to keeping the installation clean and in good condition. Areas should be cleaned each day of operation and any damage repaired promptly. Proper maintenance is a condition of the permission to install, and failure to conduct proper maintenance will result in the loss of permissions. The following list should be used as a minimum maintenance checklist:

- Wipe down table and chairs
- Clean up rubbish within and around the area
- Sweep in and around the area
- Remove debris against the outside edge of the barrier and along curb to help maintain free flow of runoff
- Water and maintain installed plantings

The City reserves the right to remove the installation if emergency or utility work needs to be conducted. The applicant will be responsible for all costs associated with the disassembly and removal of the installation.

Terms and Conditions

By applying for the Outdoor Seating in Public Right-of-Way of the Downtown Business District, Applicant agrees and shall comply with all terms and conditions included in this application and any related permit issued by the City of Goshen ("City"), which terms and conditions are detailed herein. Applicant acknowledges and agrees that the City may, in its sole discretion, deny or reject any application site that presents safety or traffic circulation concerns. Further, the City may, in its sole discretion, limit, reduce, or revoke any permit issued that presents safety or traffic circulation concerns.

- A. General Terms and Conditions.** Applicant acknowledges that this and any permit issued are revocable, at the sole discretion of the City, and temporary. As a result, any permit issued by the City shall be a revocable, temporary license permitting the applicant to operate an outdoor seating area for a limited period of time. Any permit issued creates no other property interest than a revocable license. This or any permit issued does not create a private right to occupy the public right-of-way or diminish the Mayor's, or his or her designee, authority to oversee and manage the use of the public right-of-way in the City's best interest. This revocable right-of-way privilege for outdoor seating is subject to modification or revocation at the City's sole discretion. For installations with impacts to parking spaces or vehicular alleyways, Applicant agrees and acknowledges that the City's Engineering Department will review the application and approve or deny the application for submission to the Board of Public Works and Safety and that the City's Board of Public Works and Safety will review the application and grant, grant with conditions, or deny the application. Applicant agrees and acknowledges that for all other installations the City's Engineering Department will review the application and grant, grant with conditions, or deny the application. Applicant agrees and acknowledges

that the Board of Public Works and Safety or the City's Engineering Department must approve the permit prior to the start of work. Applicant agrees and acknowledges that the City has the authority to condition or revoke approvals deemed to have been improvidently granted or inappropriate in light of new information or changed circumstances. In addition, the City may impose conditions on new or existing approvals in order to promote the public health, safety, and welfare and to mitigate adverse impacts that have arisen or may arise in connection with a new or expanded outdoor seating area approved under this program. Anyone who wishes to challenge the approval or denial may seek reconsideration by the City Engineer by submitting the appeal to the approval or denial via email to the City's Engineering Department. This shall be the exclusive means of appealing any approvals granted or revoked under the program. The City Engineer shall have the sole discretion to approve or reject a challenge, but such determination shall consider application requirements, program guidelines, and public health, safety, and welfare needs.

B. Operating Terms and Conditions. Applicants by applying for an Outdoor Seating Permit agree to comply with the following operating conditions:

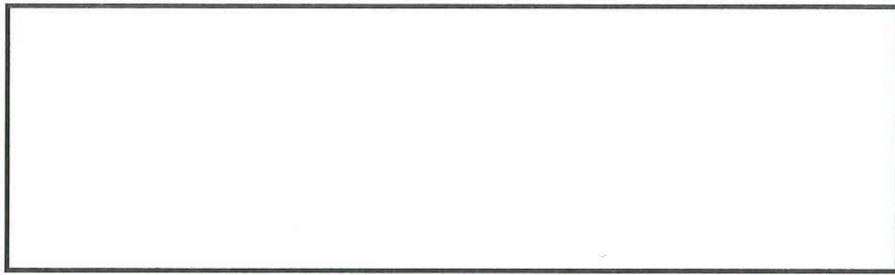
1. Applicant shall comply with and enforce customer compliance with state and local requirements for restaurant and bar operation
2. Applicant shall be responsible for properly cleaning and disinfecting all dining tables and chairs as needed or required by local health requirements
3. Applicant shall have adequate on-site hand sanitizing and hand-washing stations available to employees and customers
4. Applicant shall be responsible for coordinating any issues or permissions required from neighboring operators affected by its proposed site
5. Applicant shall comply with all required liquor laws and be responsible for coordinating compliance with applicable local and state authorities
6. Applicant shall not store or prepare food within the City's right-of-way

C. Standard Terms and Conditions: Outdoor Seating in Public Right-of-Way of the Downtown Business District. Each applicant receiving permission to establish outdoor seating area in the right-of-way ("Permittee") agrees and shall abide by the following standard terms and conditions:

1. **COVID-19 Health Requirements and Other Standard Conditions.** The Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contractors to comply with all federal, state and local statutes, rules, and orders addressing public health and social distancing, including any orders issued by the Elkhart County Health Department ("Public Health") and/or the City of Goshen ("City") that might apply to outdoor seating areas in the right-of-way. This shall include requirements governing social distancing, face covering, and other requirements for restaurants from the State of Indiana. In the event of a conflict between Public Health and state guidance, Permittee shall comply with whichever is more protective of the public health as determined by the City. In addition, the Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contractors to comply with these terms and conditions and any other rules or regulations established by the City that might apply to outdoor seating areas in the right-of-way, which the City may modify or supplement from time to time in order to protect and promote the public health, safety, and welfare.
2. **Expenses.** All expenses associated with Permittee's establishment and operation of outdoor seating in the right-of-way shall be borne by Permittee. The City shall not be responsible for any costs associated with the Permittee's establishment and operation of outdoor seating in the right-of-way.
3. **Establishment of Outdoor Seating Area.** In establishing outdoor seating in the right-of-way, Permittee shall not modify, alter, or demolish existing curbs, sidewalks, streets or other encroachments within or near the right-of-way or attach furniture or other fixtures using fasteners, adhesives, or other invasive means, unless specifically approved by the City as part of the City's approval of Permittee's plans. Permittee acknowledges and agrees to have the installation inspected by the Engineering Department prior to use.
4. **Maintenance of Outdoor Seating Area.** Following the Permittee's establishment and operation of outdoor seating in the right-of-way, Permittee shall maintain the area in good, clean and safe condition and repair and in accordance with applicable City rules and regulations. If the City determines that the outdoor seating area poses a hazardous condition, has caused damage to City property, or is otherwise not being properly maintained, the City may require Permittee to immediately take such action as is necessary to rectify the situation to the City's satisfaction. If Permittee fails to correct the identified hazardous condition, improper maintenance, damage, or other problem caused by the outdoor seating area, the City may do so; whereupon Permittee shall pay all costs incurred by the City, together with interest thereon from the date that the City pays or incurs such costs at a reasonable rate of interest determined by the City, within thirty (30) days after the City's written demand.
5. **City's Right to Enter upon Occupied Right-of-Way.** Permittee acknowledges that the City and its authorized agents have unlimited right to enter upon the right-of-way at any time for any purpose, including without limitation to inspect the right-of-way and permitted encroachments; provided, however, the City shall have no duty to inspect.
6. **Rights of Utility Companies.** All rights herein granted to Permittee establish and operate outdoor seating area in the right-of-way are subject and subordinate to the rights of any and all utility companies that may now or hereafter have utility lines and/or other utility installations within the right-of-way.

Permittee shall not alter, relocate, or otherwise interfere with such utility lines and installations and shall not do anything that will impair such utility companies' right to enter upon the right-of-way from time to time for all purposes associated with the operation, maintenance, repair, replacement or removal of such utility lines and installations. Permittee shall ensure that such utility companies have continued access to the subject area, 24 hours per day, 7 days per week, 52 weeks per year.

7. **Insurance.** During the period in which this revocable privilege is in effect, Permittee shall maintain a policy of General Liability insurance with respect to the right-of-way and the outdoor seating area in an amount not less than One Million Dollars per occurrence, combined single limit, naming the City as an additional insured. Permittee shall furnish to the City a certificate of insurance evidencing such insurance prior to commencing construction of Permittee's permitted encroachments, unless otherwise authorized by the City.
8. **Waiver of Claims for Damage.** The City shall have no responsibility or liability for loss or damage to any person or property including the permitted encroachments or theft of any permitted encroachments or any items of personal property that may at any time be on the right-of-way, including without limitation damage caused by the general public, trespassers, graffiti, thrown objects, wind, hail fire, or other casualty, no matter how such damage is caused. As a material inducement to the City to grant this outdoor seating privilege, Permittee hereby waives, as against the City and its elected officials, officers, employees, agents, guests, invitees, and contractors, all claims and liability, and on behalf of Permittee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.
9. **Indemnification.** Permittee shall indemnify, defend, and save the City, its elected officials, officers, employees, agents, and contractors harmless from and against any and all losses, damages, settlements, costs, charges professional fees, and other expenses and liabilities of every kind and character (including without limitation attorney fees) arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes or action of every kind and character in connection with Permittee's establishment and operation of outdoor seating area in the right-of-way, use of the right-of-way, or violation of the provisions set forth in this outdoor seating privilege, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the right-of-way. Permittee shall assume the defense (with counsel acceptable to the City) and settlement of any and all such suits or other legal proceedings brought against the City and shall pay all judgements entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of Permittee under this outdoor seating privilege shall survive the termination of this outdoor seating privilege with respect to matters arising prior thereto.
10. **Compliance with all Applicable Laws.** Permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules.
11. **Adverse Impacts on Adjacent Properties.** Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the permitted encroachments.
12. **Accessibility.** Permission for outdoor seating in the right-of-way shall be conditioned on maintenance of accessible conditions along the sidewalk adjacent to the outdoor at least 60-inches in width at all points adjacent to the outdoor seating area, which area shall be permitted to be narrowed due to existing sidewalk fixtures (e.g., light posts, fire hydrants, and other fixtures) but in no case shall be narrower than 48-inches for a length of more than 2-feet.
13. **City's Right to Revoke.** The City shall have the right to revoke or alter, at its sole discretion, this outdoor seating privilege, upon providing written notice to Permittee. Within 14-days, unless otherwise agreed to by the City, Permittee shall remove the permitted encroachment and restore the right-of-way to a condition that is acceptable to the City.
14. **Obligation to Remove Permitted Encroachment.** If Permittee fails to timely remove the permitted encroachment and restore the right-of-way as required under this outdoor seating privilege, the City may do so at Permittee's expense. All obligations of Permittee hereunder that have accrued but have not been fully performed as of the effective date of the termination of this outdoor seating privilege shall survive such termination until fully performed.
15. **Transfer of Permittee's Property.** This outdoor seating privilege is personal to Permittee, shall not inure to the benefit of Permittee's successors-in-interest with respect to Permittee's property, and shall not be recorded in the public records. Permittee shall provide the City thirty (30) days' prior written notice of its intent to close on the sale or transfer of Permittee's property. Upon Permittee's sale or transfer of Permittee's property, this outdoor seating privilege shall automatically terminate. Prior to the closing on any such sale or transfer, unless the City has granted, and the purchaser or transferee has accepted, an outdoor seating privilege for the permitted encroachments and restore the right-of-way to a condition that is acceptable to the City.



alley

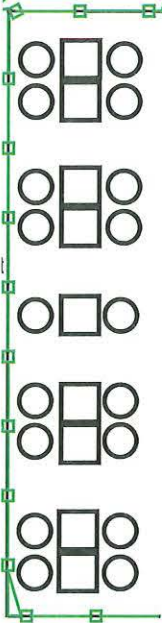
2' offset from the fence to the curb
line will be maintained to allow a
car door buffer

Metal fence to define
seating area

119 E Lincoln Ave

123 E Lincoln Ave

sidewalk
5 foot
walkway





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 11711 N. Meridian St, Ste 700 Carmel IN 46032	CONTACT NAME: Tim Bender PHONE (A/C, No, Ext): (765) 420-1387 E-MAIL ADDRESS: Angie.Cunningham@epicbrokers.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: CITIZENS INSURANCE COMPANY OF INSURER B: CINCINNATI INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 31534 10677
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COVERAGES AC **CERTIFICATE NUMBER:** Cert ID 42335 (1) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			EPP 0603107	01/15/2025	01/15/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 500,000 PERSONAL & ADV INJURY \$ 5,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		W7WJ636805	03/15/2025	03/15/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City Of Goshen 202 S 5th St Goshen IN 465283703	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Correspondence from neighboring properties
supporting the outdoor seating request`
Stacy Dechnik <accounting@eatventuri.com>

Board of Works Request - Outdoor Seating

4 messages

Stacy Dechnik <accounting@eatventuri.com>

Thu, May 15, 2025 at 4:06 PM

To: Stephanie Hirschler <stephanieanne@gmail.com>, kyle stiffney <kstiffney@gmail.com>

Cc: Justin Venturi <justinventuri@gmail.com>

Hi Stephanie & Kyle,

Attached is our request for the Board of Works for 119-123 E Lincoln Ave outdoor seating.
Please let us know if you approve or have any questions or concerns.

Thank you,
Stacy & Justin

Stacy Dechnik
Business Manager/Co-Owner
Pizzeria Venturi

 2025 Venturi site map.pdf
1477K

Stephanie Honderich <stephanieanne@gmail.com>

Thu, May 15, 2025 at 10:38 PM

To: Stacy Dechnik <accounting@eatventuri.com>

Cc: kyle stiffney <kstiffney@gmail.com>, Justin Venturi <justinventuri@gmail.com>

Looks great
[Quoted text hidden]

kyle stiffney <kstiffney@gmail.com>

Fri, May 16, 2025 at 9:16 AM

To: Stacy Dechnik <accounting@eatventuri.com>

Cc: Stephanie Hirschler <stephanieanne@gmail.com>, Justin Venturi <justinventuri@gmail.com>

Looks good!
[Quoted text hidden]

Stacy Dechnik <accounting@eatventuri.com>

Fri, May 16, 2025 at 10:07 AM

To: kyle stiffney <kstiffney@gmail.com>

Cc: Stephanie Hirschler <stephanieanne@gmail.com>, Justin Venturi <justinventuri@gmail.com>

Thank you, both!
[Quoted text hidden]

Pizzeria Venturi LLC

123 E Lincoln Ave.

Goshen, IN 46528

574-485-2985

www.eatventuri.com

Owners: Justin Venturi & Stacy Dechnik

Contact: Stacy Dechnik

574-302-7534

stacy@eatventuri.com

Operations:

Full-service restaurant serving certified Neapolitan pizzas, salad, appetizers, desserts, and beverages, both alcoholic and non-alcoholic.

Hours of Operation:

Sunday: 11:30am-1:30pm & 5:00pm - 9:00pm

Monday: 11:30am-1:30pm & 5:00pm - 9:00pm

Tuesday: closed

Wednesday: closed

Thursday: 11:30am-1:30pm & 5:00pm - 9:00pm

Friday: 11:30am-1:30pm & 5:00pm - 9:00pm

Saturday: 11:30am - 9:00pm

Maintenance Checklist:

- ☐ Wipe down tables and chairs
- ☐ Clean up trash and debris from in and around seating area
- ☐ Sweep seating area





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works

FROM: Engineering Department

RE: **AGREEMENT WITH ABONMARCHE CONSULTANTS FOR
TOPOGRAPHICAL SURVEYS (JN: 2025-0012)**

DATE: June 5, 2025

Goshen Engineering would like to engage Abonmarche Consultants to perform topographical surveys at three locations: Wilden Avenue, near 5th Street and 6th Street; Denver Street, between Lincoln Avenue and Pike Street; and Lincoln Avenue, near 208 E Lincoln Avenue. The surveys will be utilized by the Engineering Department to complete design work, the majority of which will support the 2025 Sidewalk Replacement project. The Request for Quote was sent to four firms. Two provided proposals, and these are listed below:

Abonmarche Consultants	\$14,500
Bertsch-Frank & Associates	\$27,000
A&Z Engineering	No proposal submitted
Jones Petrie Rafinski (JPR)	No proposal submitted

Requested Motion: Approve the attached agreement with Abonmarche Consultants for the completion of three (3) topographical surveys in the amount of \$14,500 and authorize the Mayor to sign the agreement.

**AGREEMENT WITH ABONMARCHE CONSULTANTS
FOR PROFESSIONAL SURVEYING SERVICES**

**2025 SIDEWALK 50-50 SURVEY PACKAGE
CITY JOB NO: 2025-0012**

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Abonmarche Consultants** "Consultant"), whose mailing address is 303 River Race Drive, Unit 206, Goshen, Indiana 46526, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
- (1) City of Goshen 2025 Survey RFQ-Sidewalk Survey Package, attached to this Agreement as Exhibit A.
 - (2) Contractor's Proposal dated May 22, 2025, attached to this Agreement as Exhibit B.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
- (1) This Agreement, and Amendments;
 - (2) The City of Goshen 2025 Survey RFQ-Sidewalk Survey Package; and
 - (3) Contractor's Proposal.

Section 2. Scope of Services

Consultant shall provide City the services for the professional topographical surveying services for the specific locations listed below, which services are more particularly described in Consultant's May 22, 2025 proposal attached as Exhibit B (hereinafter referred to as "Duties").

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit B, the terms set forth in this agreement shall prevail.

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.

- (B) Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Consultant shall complete all Duties within thirty (30) calendar days of the date of the notice to proceed (subject to weather and utility locates to be performed by the City).

Section 4. Compensation

- (A) City agrees to compensate Consultant as follows for performing all Duties:

Survey Services of Wilden Ave.....	\$6,500
Survey Services of Denver Street	\$5,600
Survey Services of Sidewalk and Curb near 208 N. Lincoln Avenue	\$2,400
Total Lump Sum	\$14,500

Section 5. Payment

- (A) City shall pay Consultant for Duties satisfactorily completed under this agreement.
- (B) Consultant shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at andrewlund@goshencity.com

- (C) Provided there is no dispute on amounts due, payment will be made to Consultant within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 15. Default

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

- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (C) Contractor may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 16. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 17. Notice

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

City:

City of Goshen, Indiana
Attention: Goshen Legal Department

Contractor:

Abonmarche Consultants
Attention: Brad Mosness

204 East Jefferson St., Suite 2
Goshen, IN 46528

303 River Race Drive, Unit 206
Goshen, IN 46526

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 22. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. 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 the agreement.

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

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

Abonmarche Consultants

Gina M. Leichty, Mayor

Bradley Mosness, PE, Vice President

Date Signed: _____

Date Signed: _____

Exhibit A

City of Goshen 2025 Survey RFQ-Sidewalk Survey Package



**Engineering Department
CITY OF GOSHEN**

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

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

May 20, 2025

A&Z Engineering
1220 Ruston Pass
Fort Wayne, IN 46825

Jones Petrie Rafinski
325 S Lafayette Blvd
South Bend, IN 46601

Attn: Nitin Timble

Attn: Andrew Cunningham

Abonmarche Consultant
303 River Race Dr, Unit 206
Goshen, IN 46526

Bertsch-Frank & Associates
811 Lawrence Drive
Fort Wayne, IN 46804

Attn: Brad Mosness

Attn: quotes@bertschfrank.com

RE: 2025 SURVEY RFQ - SIDEWALK SURVEY PACKAGE (JN: 2025-0012)

~~**RE: 2025 SIDEWALK 50-50 SURVEY PACKAGE (JN: 2025-0001)**~~

The City of Goshen is seeking a quote for the preparation of topographical surveys at the following locations: Wilden Avenue, from 5th Street to Alley 147 (east of 6th Street); Denver Street, from Lincoln Avenue to Alley 262 (just south of 708 W Pike Street); and the sidewalk and curb near 208 E Lincoln Avenue.

New curb will be installed along the south side of Wilden Avenue, between 5th Street and 6th Street. Survey data will also be used for potential future curb on the north side of this roadway segment, and sidewalk on both sides. Roadway cross-section and profile changes may need to be made in the future, as well as corrections of gutter cross-slope and ponding along 5th Street, at and south of Wilden Avenue. Future stormwater drainage improvements may include a retention basin at the southeast quadrant of Wilden Avenue and 6th Street. See Exhibit A for survey limits.

Sidewalk and drive approaches are being replaced on the west side of Denver Street, from 711 W Lincoln Avenue north to, and across, Alley 262. Sufficient elevation information will be required to ensure positive drainage and ADA compliance. See Exhibit B for survey limits.

Sidewalk and curb are being replaced in front of 208 E Lincoln Avenue and partially in front of adjacent properties, from face of building structures to roadway. Topographical and elevation detail will need to be provided in order to match into existing conditions at building entrances, at the service walk between 110 S 5th Street and 208 E Lincoln Avenue, at steps for 210 E Lincoln Avenue, and at existing grade around all obstructions. Gutter / edge of pavement elevations may need to be altered, and new curb is being considered extending to the corner of Lincoln Avenue and 5th Street. Survey should also pick up details of the existing pipe encased in the concrete walk, as well as any upstream elevations of this pipe,

where available. Elevations at building faces and the drainage “channel” between 110 S 5th Street and 208 E Lincoln Avenue should be recorded. All obstructions in the survey limits should be collected. See Exhibit C for survey limits.

If your firm is interested in submitting a quote on this work, please submit your quote to the Goshen Engineering Department by 3:00 pm Tuesday, May 27, 2025. E-mail submission of the quote will be accepted and should be forwarded to jasonhoffman@goshencity.com. Any questions regarding this survey package may be directed to Jason, who will be coordinating the survey work.

This request for quote is being provided to four qualified survey companies. Show the amount for each location and the total quote amount.

SURVEY WORK

TOPOGRAPHY

See attached maps for the location of each topographical survey and limits.

The topographic information collected shall include the following information:

- Location of buildings and accessory structures when located within the defined survey limits.
- Property addresses, when appropriate shall be labeled in model space, text height to be 1.6 for 20 scale, 3.2 for 40 scale or equivalent to .08 in paper space.
- Right-of-way as determined from the record information and identified property corners (i.e. iron pipes, iron pins, etc.).
- All utilities (i.e. gas, water, sewer, electric, cable telephone, fiber optic, etc.), which includes all utility markers, valves, manholes, catch basins, hydrants, culverts, and cleanouts through the specified corridor. Specify material type of structures and pipes.
- Label all existing surface types with ‘Ex.’, for example Ex. Concrete Sidewalk, (i.e. gravel, concrete, grass, asphalt, brick, and pavers)
- All pavements, which include pavement markings, centerline markings, edge of pavement, curbs, sidewalks, service walks, steps, retaining walls and driveways.
- All landscaping, which includes trees and their diameters, landscape areas, bushes, shrubs, and other decorative amenities.
- Surface utility information, which includes, but may not be limited to, septic tank lids, sewer cleanouts, pedestals, utility poles with notes regarding underground power drops, and utility reference/warning posts.
- The rim, inverts, and bottom of structure for sewer structures, utility manholes, and vaults.
- Structure number that are same as the survey point shall be labeled on the drawing in AutoCAD as part of the labeling of the rim, inverts, size, material of pipes inside of the structure, diameter of the inside of the structure.
- Measure downs to top of water valve nuts.
- Cross section spacing no greater than 25’, and at each drive approach.

VERTICAL CONTROL AND DOCUMENTATION

- Tie survey to established benchmarks. No assumed benchmarks.
- Establish minimum of two benchmarks within each survey location. Benchmarks are to be located every 300' along the identified corridor with the first benchmark being set at the point of commencement and the last point being set at the end of the survey. Benchmarks are to be established with spike and enumerated tag (i.e. Benchmark number and elevation). When benchmarks are established on utility poles, the line number and pole number shall be provided as accessory information. Copies of the bench loop field notes are to be provided as part of the deliverables.
- Utility elevations for all manholes, catch basins, inlets and pipes including rim, invert, sump, bottom of structures, and material of pipes shall be provided. Pipe elevations taken on angle measure downs shall be angle corrected. Copies of the utility survey notes are to be provided as part of the deliverables.
- Roadway elevations shall consist of centerline, edge of pavement, gutters, top of curbs, sidewalks, service walks, steps, drive approaches and retaining walls. Cross section spacing no greater than 25'. Collect points at least 15' beyond ROW to generate contours.
- Elevations of finish floor to be provided for all building structures (including garages) within or immediately adjacent to survey limits. Elevations at door sill may be used.
- Vertical Datum shall be NAVD 88.

HORIZONTAL CONTROL AND DOCUMENTATION

- Copies of the horizontal control field notes shall be provided as part of the deliverables.
- Temporary Control points shall be established with ½" rebar and cap.
- Horizontal control shall be witness tied.

CORRDINATE SYSTEM

- NAD 1983 StatePlane Indiana East FIPS 1301 (US Feet)

RIGHT-OF-ENTRY

- Surveyor shall be responsible for acquiring right-of-entries.

INCORPORATION OF REFERENCE INFORMATION

- The City will provide available sewer lateral and water service cards (water and sewer card) for each customer inside the survey area.
- This information shall be included as part of the final survey drawing.

SURVEY LOCATES

- The City will submit locate tickets for the survey areas in advance of award.

COMPLETION TIMELINE

Upon acceptance of the proposal by the City, the work shall be completed within the following timetable:

- Topographical Surveys Delivery – Completion by June 27, 2025.

DELIVERABLE

- Survey field notes.
- Utilities survey field notes (measure downs on sewer structures with structure number that are the same point number from the survey, shall include rim, invert, material, and size of any pipe inside the structure, along with the bottom elevation of the structure).
- Electronic processed .txt file from survey (points).
- Copies of the private utility markups.
- Copy of bench loop notes.
- Copy of horizontal control.
- Copy of any deeds, plats, and easements.
- The completed survey may be emailed to jasonhoffman@goshencity.com or downloaded to the City's ftp site (directions provided upon request) in AutoCAD Civil 3D 2019 or better, but not to exceed AutoCAD Civil 3D 2022. Reduced information shall be scaled for a 20 scale drawing.
- No custom line types.
- One hard copy.
- A copy of the consultants AutoCAD *.ctb file to allow the City to reproduce plotted line weights.
- Legend for the consultant's line types and symbols.
- TIN file with generated contours and labels.

QUOTATION SUBMITTAL REQUIREMENTS

QUOTATION SUBMITTAL FORMAT

The proposal shall include the following:

- Firm name, address and telephone number.
- Names of primary contact.
- Sub-consultants and/or associates usually retained.
- Detailed list of services to be provided and associated fees for the base survey work.
- Project timeline. The City would like to have the work by June 27, 2025. If this completion period is not feasible, then please provide a timeline that your office would consider feasible.
- Standard hourly rates for all classifications. Information used in contract preparation.
- Show a separate quote amount for each location within the total quote amount.

Goshen 2025 Sidewalk RFQ Survey Packet
May 20, 2025
Page 5

Thank you for your time and effort on this proposal. If you have any questions, please feel free to call Goshen Engineering at (574) 534-2201.

Sincerely,

CITY OF GOSHEN

A handwritten signature in black ink that reads "Andrew Lund". The signature is written in a cursive, flowing style.

Andrew Lund

cc:

Jason Hoffman

Enclosures 3



Spatial Reference Information:
 Name: NAD 1983 StatePlane Indiana Fed/POD 1301 Feet
 Projection: Transverse Mercator
 Current Meridian: 85.0501
 Zone: 16

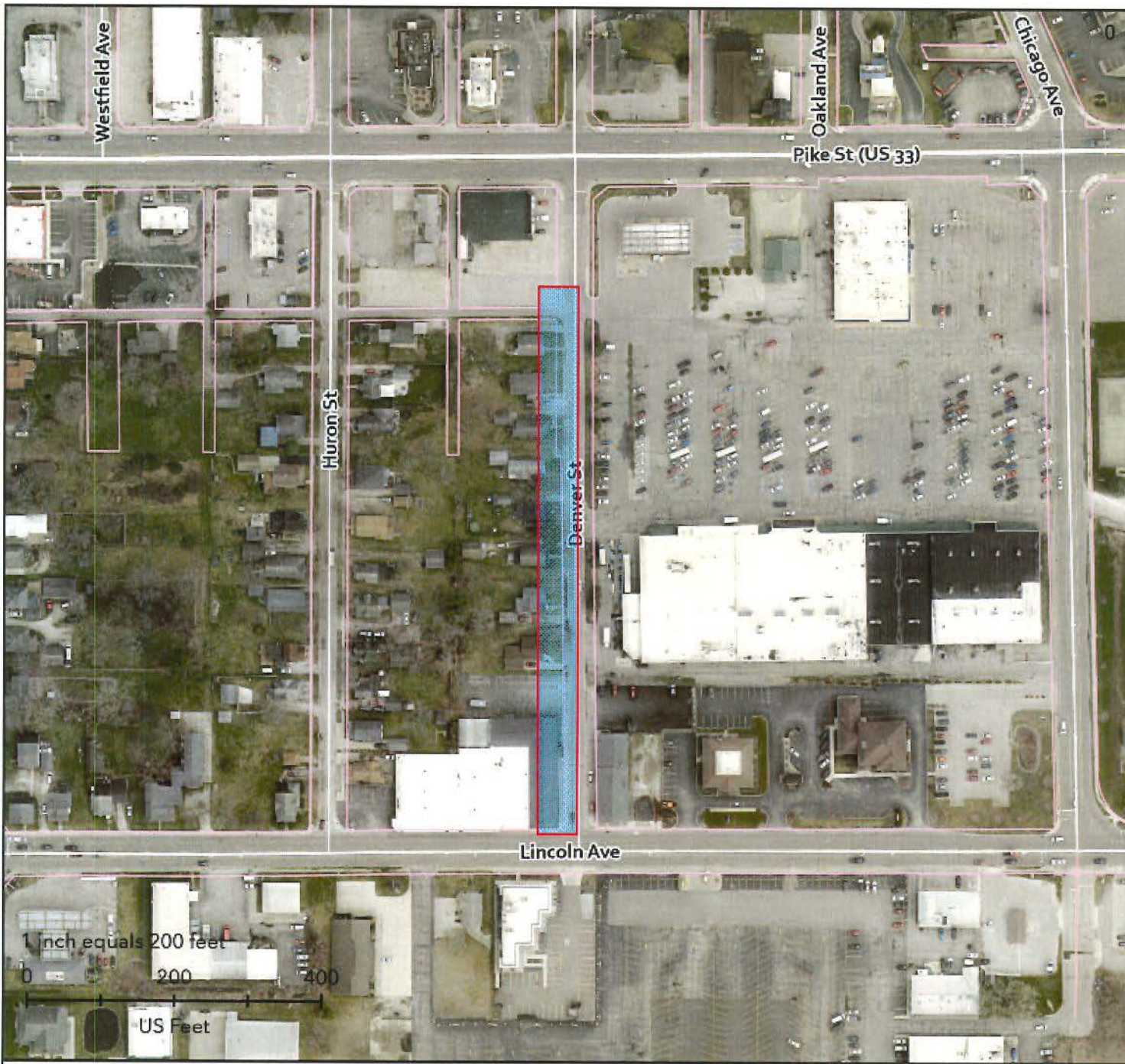
- Legend**
- Address
 - ▭ Parcels
 - ▭ City Limits
 - ROW
 - ▭ Alley
 - ▭ City Limits
 - ▨ Curb (Wilden Avenue)
 - ▨ Future Sidewalk (Wilden Avenue)
 - ▨ Future Drainage Improvements

Exhibit A City of Goshen Wilden Avenue - Survey Limits

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



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 possibility or the accuracy of the data. The cartographer's digital files are not a legal representation of any of the features depicted, and the city and county disavow any assumption of the legal status they represent. Any unmarked boundaries, including variations of ownership or lines 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 overstate, and is subject to modification 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.



Printed 5/7/2025 by

Legend

- ROW
- Road Segments**
 - Public Road
 - Private Road
 - State Road/US Highway

The City of Goshen

Department of Public Works & Safety
Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 engineering@goshencity.com

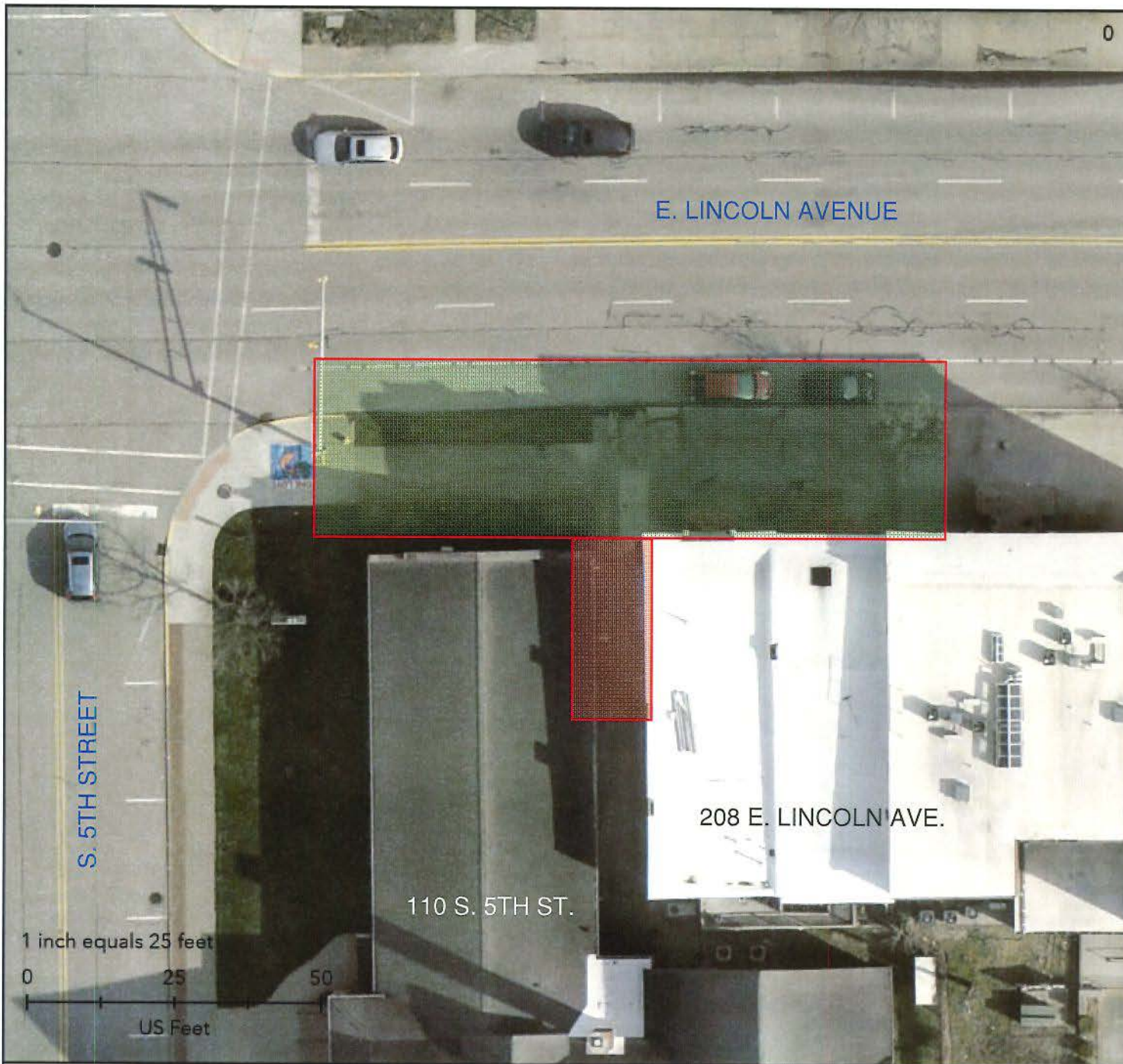
The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee 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.



DENVER ST. TOPO SURVEY

Exhibit B

Spatial Reference Information
Name: NAD 1983 2011 StatePlane Indiana East FIPS 1301 Ft US
Projection: Transverse Mercator
Central Meridian: -85.6667
Aerial Imagery from Nearmap US Inc



Printed 5/20/2025 by

-SURVEY FROM BUILDING FOUNDATIONS TO ON STREET PARKING AREA

-COLLECT FINISH FLOOR ELEVATIONS

-SURVEY APPROXIMATELY HALF WAY DOWN CONCRETE SIDEWALK BETWEEN BUILDINGS TO DETERMINE DRAINAGE ISSUES

-COLLECT SUFFICIENT NUMBER OF POINTS TO DESIGN SIDEWALK AND CURB REPLACEMENT MATCHING INTO EXISTING SIDEWALK, CURB, DOORWAYS AND DRAINAGE

-SET HORIZONTAL AND VERTICAL CONTROLS

The City of Goshen

Department of Public Works & Safety
Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 engineering@goshencity.com

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RFQ FOR TOPO SURVEY

Exhibit C

Spatial Reference Information
Name: NAD 1983 2011 StatePlane Indiana East FIPS 1301 Ft US
Projection: Transverse Mercator
Central Meridian: -85.6667
Aerial Imagery from Nearmap US Inc

Exhibit B

Abonmarche Consultants – 2025 Sidewalk Survey Package Proposal

May 22, 2025

Mr. Jason Hoffman, Technician
City of Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528-3405

RE: **PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES**

2025 Sidewalk 50-50 Survey Package

City of Goshen, Indiana
City Project No. 2025-0001

Dear Mr. Hoffman:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional surveying services for the proposed project referenced above. We have tailored our scope of services based upon your Request for Survey Quotes dated May 20, 2025.

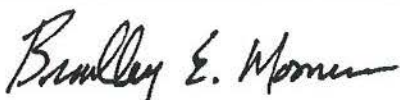
This proposal includes our Work Plan, which consists of our Scope of Services, Fees for Services, and Anticipated Schedule.

I will be the primary contact and can be reached at the office at (574) 314-1024 or by email at bmosness@abonmarche.com.

We appreciate the opportunity to submit our proposal and look forward to working with you. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President / Goshen Office Director

WORK PLAN

PROJECT UNDERSTANDING

The City of Goshen's current need is to obtain topographic services of the following locations:

1. **Wilden Avenue** – from 5th Street to Alley 147 (east of 6th Street)
2. **Denver Street** – West Side from Lincoln Avenue to Alley 262 (just south of 708 W. Pike Street)
3. **Sidewalk and Curb near 208 E. Lincoln Avenue**

SCOPE OF SERVICES

We have tailored our scope of services based upon your survey request, and our experience with these types of surveys. A brief listing of services we expect to deliver are listed below.

Task #1: Survey Services

This task includes performing survey services of the specified sites listed above in the project understanding and in accordance with the requirements set forth in the survey request attached to this proposal.

DELIVERABLES

Deliverables shall be in accordance with the survey request.

FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount listed below unless a supplement is executed by the parties which increases the maximum amount payable. All services below are firm for 90 days.

Task #1 Survey Services

Wilden Avenue	\$ 6,500
Denver Street	\$ 5,600
Sidewalk and Curb near 208 E. Lincoln Avenue	\$ 2,400

TOTAL LUMP SUM: \$ 14,500



ANTICIPATED PROJECT TIMELINE

If a signed contract is furnished by May 30, 2025, ABONMARCHE proposes completing and delivering the surveys by the end of business on June 27, 2025, as requested **(subject to weather and utility locates to be performed by the City)**.

INFORMATION TO BE PROVIDED BY CITY, IF AVAILABLE

1. Existing surveys, if available
2. Existing Construction Records, if available
3. Existing Right-of-Way Records, if available





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **COPPERLEAF COVE APARTMENTS – BOND RELEASE
(JN: 2020-2010)**

DATE: June 3, 2025

As part of Ancon Construction's work at Copperleaf Cove Apartments, a right-of-way bond in the amount of \$144,000 was posted for work performed within Indiana Avenue's right-of-way.

The work was inspected and found to have been satisfactorily completed. Upon acceptance, a three (3) year maintenance bond was posted with an expiration date in May 2026.

The right-of-way bond did not have an expiration date and Goshen Engineering is requesting the Board's permission to release the bond.

Requested Motion: Move to release the right-of-way bond (No. 30163170) posted by Ancon Construction in the amount of \$144,000 for the restoration and replacement of portions of Indiana Avenue, south of Plymouth Avenue.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member

RIGHT OF WAY BOND

Bond No. 30163170

KNOW ALL MEN BY THESE PRESENTS:

That, Ancon Construction Co., Inc. hereinafter called the Principal, and Western Surety Company hereinafter called the Surety, are held and firmly bound unto the City of Goshen hereinafter called the Obligee, in the sum of \$144,000.00 Dollars, to the payment of which sum, well and truly to be made, the said Principal and the Surety bind themselves, their successors, heirs and assigns, jointly and severally, firmly by these presents.

WHEREAS, Right of Way bond is required of said Principal to guarantee the proper restoration and replacement of street rights-of-way in accordance with the plans and specifications of the ROW work at Goshen Apts. and within the time specified for such completion, then this obligation shall be void at the expiration of the maintenance period of one (1) year; otherwise to remain in full force and effect.

Signed, sealed and dated this 6th day of June, 2022.

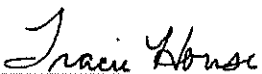
Ancon Construction Co., Inc.

Principal

By: 

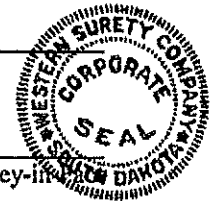
Western Surety Company

Surety

By: 

Tracie House

Attorney-in-fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracie House, Individually

of, South Bend, IN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30163170

Principal: Ancon Construction Co., Inc.

Obligee: City of Goshen

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

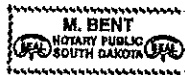
State of South Dakota }
County of Minnehaha }

ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of June, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



**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: Board of Works Public and Safety

FROM: Engineering

RE: **(HIGH PARK, WOODWARD & MAYFIELD) ASPHALT PAVING PROJECT
A (JN: 2024-0002)**

DATE: June 5, 2025

Niblock Excavating is requesting a road closure on High Park between S.R. 15 and Gra-Roy Drive. Niblock will be performing work to remove and replace full depth asphalt pavement. This work will start Tuesday June 10, and go through Thursday June 19. Niblock will maintain access to the hospital employee parking lot and have all the traffic control devices in place. The hospital has been informed and has made accommodations for patients, visitors, deliveries and staff.

Requested motion: Move to approve the road closure on High Park between S.R. 15 and Gra-Roy Drive for the work of full depth pavement removal and to rebuild the asphalt roadway from Tuesday June 10 thru Thursday June 19, 2025.

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

Gina Leichty, Mayor

Orv Myers, Member

Mary Nichols, Member

Michael Landis, Member

Barb Swartley, Member



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

February 6, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Demolition Hearing – 105 Prospect Avenue, Goshen, Indiana

An unsafe building hearing is scheduled for the property located at 105 Prospect Avenue, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner for the Property, finding it unsafe and ordering demolition.

The Board should conduct a hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property.

After receiving evidence and at the conclusion of the hearing, the Board should make factual findings as to the condition of the Property and determine if it will affirm, modify, or rescind the Building Commissioner's Order for demolition.

**CITY OF GOSHEN BUILDING COMMISSIONER
UNSAFE BUILDING ENFORCEMENT AUTHORITY
ORDER**

April 29, 2025

IN RE: Violation of Goshen City Code

Property Address: 105 Prospect Avenue, Goshen, Indiana

Property Tax Code: 20-11-09-210-006.000-015

Property Owner: Ronald E. Davidhizar

Substantial Property Interest of Record: Unknown Tenants/Occupants

Section 1.

Pursuant to I.C. § 36-7-9-6(a), this Order modifies and the Order of the City of Goshen Building Commissioner dated June 18, 2024 and recorded June 21, 2024 as Instrument Number 2024-09848 in the Office of the Elkhart County Recorder.

Section 2.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-210-006.000-015; commonly known as 105 Prospect Avenue, Goshen, Indiana, and more particularly described as follows:

Sixty-six (66) feet off of the west end of Lot Number Thirteen (13) in Albrights Addition to the City of Goshen, Elkhart County, Indiana.

Section 3.

The following violations of Goshen City Code Title 6, Article 3, Chapter 1 exist at the residential structure at the real estate identified in Section 2:

1. The residential structure's exterior walls have not been kept in good repair, is deteriorating, is loose and falling, and has holes permitting the weather elements to enter the interior. In addition, the wood siding is not properly coated and weather tight. These are violations of Sections 6.3.1.1(b), (g), (k) and (s).
2. The residential structure's roof and flashing is not sound, containing defects admitting rain, a violation of Section 6.3.1.1(b) and (c).
3. The residential structure's ceilings have not been kept in good repair, as there are missing ceiling panels and water damage as the result of the faulty roof, a violation of Section 6.3.1.1(b).
4. Dwelling units at the residential structure are using extension or flexible cords for permanent wiring, with said cords running through doors, under carpets, or concealed within walls, floors, or ceilings, in violation of Section 6.3.1.5(h).
5. A receptacle outlet in the living room near the front door at the residential structure is cracked and in need of replacement, a violation of Section 6.3.1.5(g).
6. A receptacle outlet in the bathroom is inoperable, a violation of Section 6.3.1.1(a).
7. There are not heating facilities that are properly installed and maintained in safe and good working condition, a violation of Sections 6.3.1.1(a) and 6.3.1.3(e).
8. The residential structure has an infestation of cockroaches, bedbugs, or other insects as a result of the owner's failure to maintain the structure, a violation of Section 6.3.1.6(b)(4).
9. There is no stairway to the basement in one of the units, with only plywood covering, rendering such access unsafe, a violation of Section 6.3.1.1(e).

The residential structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). In addition, the use of extension cords as permanent wiring, unvented fuel burning space heaters as the source of primary heating due to the inoperability of the furnace, and there being no discharge pipe on the water heater constitutes fire hazards, thereby rendering the residential structure on the real estate an unsafe building within the meaning of I.C. § 36-7-9-4(a)(2). There are holes in the exterior wood siding providing direct access to the interior of the structure, indicative of structural weakness, thereby rendering the residential structure on the real estate an unsafe building within the meaning of I.C. § 36-7-9-4(a)(1). The residential structure has repeatedly had posted on it "no occupancy," meaning the structure should be vacant under City of Goshen Code; the residential structure has not been maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code, and is therefore an unsafe building under the meaning of I.C. § 36-7-9-4(a)(6).

Further, the residential structure at the real property identified in Section 2 continue to require reinspection and additional abatement action after prior abatement actions. As noted

previously, this Order modifies the June 18, 2024 Order of the City of Goshen Building Commissioner regarding the residential structure at the real estate identified in Section 2. The June 18, 2024 found the property to be unsafe and ordered repairs to be made within sixty (60) days. No repairs were completed, resulting in an Order Civil Penalty issued on December 18, 2024, assessing a civil penalty in the sum of Two Thousand Five Hundred Dollars (\$2,500.00) against the Owner pursuant to I.C. § 36-7-9-7.5. During this time, despite postings advising that the premises are not to be occupied, the Owner has permitted individuals to reside at the property without a registration receipt as required by Goshen City Code Section 6.3.1.10. Recent inspections reveal that despite these prior administrative actions – ordering repairs and issuing civil penalties to obtain compliance – repairs have not been completed and the residential structure at the real property remains unsafe.

Based on these findings concerning the condition of the residential structure on the real property, as well as the fact that the real property continues to require reinspection and additional abatement action by Goshen despite prior efforts, demolition of the unsafe building on the real property is warranted.

Section 4.

You are hereby **ORDERED** to vacate or otherwise remove all persons and property from the unsafe building identified in Section 3 of this Order at the real property identified in Section 2 of this Order, demolish said unsafe building, and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade.

You are **FURTHER ORDERED** to complete all said work within sixty (60) days.

Section 5.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you 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.

Section 6.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, May 22, 2025 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the

time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order.

Section 7.

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
 - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
 - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

Section 8.

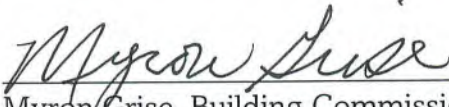
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

Section 9.

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on April 29, 2025.

City of Goshen Building Department

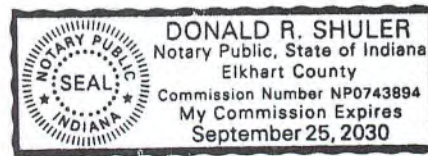

Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this April 29, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public



Certificate of Service

The undersigned certifies that the foregoing was served upon the following:

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

on April 30, 2025, by:

- ☐ Sending a copy by registered or certified mail to the residence of place of business or employment of the person to be notified, with return receipt requested.
- ☐ Deliver a copy personally to the person to be notified.
- ☐ Leaving a copy at the dwelling or usual place of abode of the person to be notified.
- ☒ Leaving a copy at the dwelling or usual place or abode of the person to be notified and sending by first class mail to the last known address of the person to be notified.
- ☒ Sending a copy by first class mail to the last known address of the person to be notified.
- ☐ Publishing in the Goshen News two (2) times, at least one (1) week apart.

The undersigned certifies that the foregoing was served upon the following:

Unknown Occupant
105 Prospect Avenue # 1
Goshen, Indiana 46528

Unknown Occupant
105 Prospect Avenue # 3
Goshen, Indiana 46528

on April 30, 2025, by:

- ☒ Sending a copy by registered or certified mail to the residence of place of business or employment of the person to be notified, with return receipt requested.
- ☐ Deliver a copy personally to the person to be notified.
- ☐ Leaving a copy at the dwelling or usual place of abode of the person to be notified.

- ☐ Leaving a copy at the dwelling or usual place or abode of the person to be notified and sending by first class mail to the last known address of the person to be notified.
- ☒ Sending a copy by first class mail to the last known address of the person to be notified.
- ☐ Publishing in the Goshen News two (2) times, at least one (1) week apart.

By: Myron Grise
Printed: Myron Grise
Title: Building Commissioner

I affirm under the penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3820.