



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., SEPTEMBER 10, 2026

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

To access online streaming of the meeting, go to <https://goshen.in.gov/events/>

Call to Order by Mayor Gina Leichty

Approval of Minutes: September 3, 2026 meeting

Approval of Agenda

1) Maple City Market request: Approve the City providing 100 feet of temporary fencing for the market's Fall Faire during October First Friday, Oct. 2, 2026

2) Northern Indiana Clay Center request: Approve the placement of a projecting sign for the center, 118 South Main Street, on the building façade, in the adjacent Art Alley

3) Goshen Historical Society Museum request: Approve the closure of the sidewalk and the three angle parking places in front of the museum, 124 S. Main Street, from Sept. 21 to Oct. 5, 2026, so that Custom Paint and Finish, LLC can paint the building's front façade

4) Legal Department request: Approve Resolution 2026-17, Declaring Surplus and Authorizing the Disposal of IT Equipment

5) Legal Department request: Approve the settlement agreement and release as presented for the pending litigation captioned City of Goshen v. Ramirez, Cause No. 20D05-1604-PL-105, and authorize the Mayor to execute the agreement

6) Legal Department request: Approve and authorize the Mayor to execute the Service Site Organization Agreement with the Michiana Council of Governments for AmeriCorps at MACOG Program for a total of \$75,000 for the five (5) full-time AmeriCorps volunteers

7) Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT during CCMG application

8) Engineering Department request: Approve the closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, from Sept. 12 until Sept. 14, 2026

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE SEPTEMBER 3, 2026 REGULAR MEETING
Convened in the Goshen Police 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 August 27, 2026 meeting as prepared by Clerk-Treasurer Richard R. 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 the addition of six agenda items as follows: #10, *Goshen High School Band Boosters request: Street closures, barricades and parking for the Goshen High School Marching Band Invitational, Saturday, Sept. 12, 2026*; #11, Legal Department request: Approve and authorize Mayor Leichty to execute the amendment for the continued design services by Troyer Group; #12, Legal Department request: Approve and authorize Mayor Leichty to execute a Purchase Order with Verizon to authorize service line changes; #13, Approve and authorize Mayor Leichty to execute the Participating Addendum with Verizon to allow the City to participate in a Master Agreement to allow access to special government pricing; #14, Street Department request: Move to approve East Lincoln Avenue lane and parking restrictions during the dates of Sept. 8-18, 2026; and #15, Engineering Department: Notification of Norfolk Southern Railroad crossing closure at Beaver Lane.

Board member Nichols made a motion to approve the agenda as presented. Board member Myers seconded the motion. The motion passed 4-0.

1) Mayor Leichty request: Acknowledge that \$200,000 of the original \$250,000 loan principal amount to LaCasa of Goshen, Inc. has been forgiven, leaving a remaining principal balance of \$50,000

Mayor Leichty told the Board that she was excited to share that LaCasa of Goshen, with whom City has had made a loan forgiveness agreement, has completed a significant portion of its proposed project to build permanent supportive housing at the Oaklawn campus, located at 320 Lakeview Drive.

The Mayor said as part of that loan agreement, the City agreed to forgive the principal amount of the loan upon La Casa achieving two milestones: Completing the first 8-unit building and the third 8-unit building, which totals \$200,000 of the loan. She said there's an additional \$50,000 loan that LaCasa will still be seeking to seek forgiveness for upon completion of a final project.

In a memorandum to the Board, Mayor Leichty wrote that loan agreement, dated Jan. 8, 2024, was for water and sewer utility infrastructure improvements to support the construction of the permanent supportive housing.

The Mayor wrote that this acknowledgment was being provided for the records of LaCasa and the City and to support LaCasa's year-end financial reporting and audit documentation.

Mayor Leichty invited Jeremy Stutsman, President and CEO of Lacasa, to discuss the project.

Stutsman said, "We're really excited about how this project is progressing and very grateful for the City's participation in helping us with the infrastructure to get it going. When this project was first presented to the City by La Casa, I think it was about four or five years ago, the thought was that they would be able to build one building every couple of years. So, in the three-year period, they would have to build the first two buildings. I'm proud to say that we're just coming up on the third year of this construction process, and we have built four buildings already."



Stutsman continued, "One of those buildings is permanent supportive housing for people with addiction recovery needs and mental health services. We have a building out there that is for youth aging out of foster care ... That happens to be an 11-unit building. So, youth that are aging out of foster care have nowhere else to go. They can come live at our location now.

"We also have an affordable housing building out there, which is for families that just need that extra leg up and assistance as they continue to grow. And then the building that we'll be completing the finishing touches inside is for 55-plus homeless individuals who have been chronically homeless; it's for seniors.

"And we're very intentionally working to bring multiple different types of populations together out there to create what we would know as a neighborhood anywhere else. We're hoping that the youth are there to help with the seniors as they're doing their day-to-day tasks, and we're trying to create something that allows everybody to lean on others, for those just normal day-to-day things that all neighbors lean on each other for.

Stutsman concluded, "So, I'm proud to say we're going faster than we thought we were. Back when this was presented to the City, it was going to be six buildings of 8 units each. And we have found a plan that's been approved that will allow us to actually build seven buildings there, so it's going to continue to grow over the next couple years. We appreciate your support and appreciate the long forgiveness.

Mayor Leichty said, "I just want to say thank you, and we're so proud to be able to partner with you on this project, and others. And thanks for making time today. I know you're incredibly busy with your schedule this week.

Mayor Leichty said no Board action was necessary but wanted to acknowledge what had transpired.

2) Open bids received from contractors for: The 2026 Asphalt Paving Package C - Chip and Seal project, read the bid total amounts and refer bids to the Engineering Department

On behalf of the Goshen Engineering Department, the City solicited sealed bids from contractors for the 2026 Asphalt Paving Package C - Chip and Seal project (JN: 2026-0002). This project includes asphalt chip and seal of various locations throughout the City of Goshen.

All sealed bids were due by 4 p.m. on Sept. 3, 2026 at the Clerk-Treasurer's Office or by 4 p.m. at the Board meeting. The Board was asked to open and announce any bids submitted, read aloud the bid total amount and refer the bids to the Engineering Department for review.

Mayor Leichty asked if there were additional bids to be submitted to the Board. There were none. The Mayor then announced that the following bids were received:

- **Evergreen Roadworks, LLC, Urbana, IL: \$ \$577,625.86 (base proposal)**
- **Pavement Solutions, Inc., Middletown, IN: \$766,270.00 (base proposal)**

Nichols/Myers made a motion to forward the bids to the City Engineering Department for review. The motion passed 4-0.

3) Fire Department request: Approve the promotion of Matthew Yutzy from the rank of Probationary Firefighter to Private First Class with the Goshen Fire Department, retroactive to Aug. 25, 2026

City Fire Chief Anthony Powell asked the Board to approve the promotion of **Matthew Yutzy** from the rank of Probationary Firefighter to Private First Class with the Goshen Fire Department, retroactive to Aug. 25, 2026.

Chief Powell said Firefighter Yutzy has successfully completed the Goshen Fire Department Recruit Academy and has met the training, performance, and professional standards required during his probationary year. Throughout this period, Chief Powell said Firefighter Yutzy "has demonstrated a strong commitment to the department and has become a valued member of his shift and the Goshen Fire Department."

Chief Powell said, "We are confident that Matt's knowledge, discipline, work ethic, and dedication to service will continue to positively contribute to the Goshen Fire Department and our mission of 'Positively Impacting Our Community Through Service.'"



Chief Powell recommended the Board's approval of the promotion and said he looked forward to Firefighter Yutzy's "continued growth and service with the Goshen Fire Department."

Nichols/Myers made a motion to approve the promotion of Matthew Yutzy from the rank of Probationary Firefighter to Private First Class with the Goshen Fire Department, retroactive to Aug. 25, 2026. The motion passed 4-0.

After approval, Mayor Leichty swore Firefighter Matthew Yutzy into office as a Private First Class.

4) Fire Department request: Acknowledge and accept the resignation of Probationary Firefighter Ben Snider from the Goshen Fire Department, effective Sept. 2, 2026

City Fire Chief Anthony Powell asked the Board to acknowledge and accept the resignation of Probationary Firefighter **Ben Snider** from the Goshen Fire Department, effective Sept. 2, 2026.

Chief Powell said Firefighter Snider submitted his resignation and expressed his appreciation for the opportunity to begin his fire service career with the Goshen Fire Department. During his time with GFD, he was provided the opportunity to begin his training and development as a professional firefighter.

Chief Powell added, "While we are disappointed to see Ben leave the department, we appreciate his service to the City of Goshen and the time he spent as a member of the Goshen Fire Department. We wish him success as he moves forward with the next opportunity in his fire service career."

Nichols/Myers made a motion to acknowledge and accept the resignation of Probationary Firefighter Ben Snider from the Goshen Fire Department, effective Sept. 2, 2026. The motion passed 4-0.

5) NIPSCO request: Approve more road closures for the NIPSCO Distribution Automation (DA) project

Nick Bogucki, a NIPSCO senior project manager for the Distribution Automation Program from Valparaiso, requested road closures for the continuing NIPSCO Distribution Automation (DA) project. He said he appreciated the assistance from the City Engineering Department for helping with this project.

Bogucki submitted traffic plans by Area and pursuant to his City-approved permit. He noted that the previous plans for street closures now only had to be lane restrictions for Areas 4 (Greencroft Boulevard), 5 (Chicago Avenue) and 15 (College Avenue).

Discussed overview and streets affected;

Area 1 –East Reynolds Street

Replace Pole 678230: 9/21/2026

Install Recloser Switch 1213: 9/22/2026

Area 2 – Monroe Street

Replace Pole 687751: 9/23/2026

Replace 3-200 KVAR CAP: 9/23/2026

Replace Pole 686696: 9/24/2026

Replace Switch 3403: 7/25/2026

Area 4 – Greencroft Boulevard

Install Pole 1125218: 9/30/2026

Install Recloser Switch 7661: 10/01/2026

Change SW Orientation: 10/02/2026

Area 5 – Chicago Avenue

Replace Pole 543818: 9/08/2026

Replace Switch 1735: 9/09/2026

Area 6 – Garfield Avenue

Replace Pole 675807: 10/02/2026

Replace Switch 1221: 10/05/2026



Area 7 – Jefferson Street

Replace Pole 682759: 10/06/2026

Replace Switch 2051: 10/07/2026

Area 14 – Plymouth Avenue

Replace Pole 675202: 10/27/2026

Replace 3-300 KVAR CAP: 10/27/2026

Area 15 – College Avenue

Replace Pole 660139: 10/28/2026

Replace 3-300 KVAR CAP: 10/29/2026

Mayor Leichty asked that approval be given contingent on NIPSCO informing affected businesses of the work. In March, the Board approved NIPSCO's request for lane restrictions and street closures on collector and arterial roadways – pursuant to a Right-of-Way Permit issued by the City Engineering Department – to replace five utility poles and related equipment, including conductors and wires in the City.

Nichols/Myers made a motion to approve the series of road closures for NIPSCO contingent on communication being made with neighboring businesses. Motion passed 4-0.

6) Water & Sewer Office request: Move \$1,392 in uncollected finalized accounts from active to collection, sewer liens and write-offs for the period through June 11, 2026

Water & Sewer Utilities Business Office Manager Kelly Saenz told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through June 11, 2026, was \$2,548.17. Collection letters were sent out and payments of \$1,156.17 were collected.

With the uncollected amount being \$1,392, **Saenz** asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write-offs for the period. Of the uncollected amounts, \$786.87 came from water accounts and \$605.13 came from sewer accounts.

Board member Landis noted that the uncollected amount was smaller than the last request and wondered if that was because it was a shorter collection period. **Saenz** said it was because of the type of customers.

Nichols/Myers made a motion to move the Goshen Water and Sewer Office's \$1,392 in uncollected finalized accounts for this period from active to Collection, Sewer Liens and Write offs. The motion passed 4-0.

7) Water Treatment & Sewer Collection Department request: Approve the temporary closure of South 8th Street, between Plymouth Avenue and Jackson Street, from Sept. 8-11, 2026, for the installation of a sanitary sewer service connection at 911 South 8th Street

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Collection Department, asked the Board to approve the temporary road closure of South 8th Street, between Plymouth Avenue and Jackson Street, from 7 a.m. on Sept. 8, 2026 through the afternoon of Sept. 11, 2026, to allow installation of a new sanitary sewer service connection at 911 South 8th Street.

Shepherd said the closure is necessary to provide a safe work area for Water & Sewer Department staff and contractors. He said the work is weather dependent.

Nichols/Myers made a motion to approve the temporary closure of South 8th Street, between Plymouth Avenue and Jackson Street, from Sept. 8, 2026, through Sept. 11, 2026, for the installation of a sanitary sewer service connection at 911 South 8th Street, subject to coordination with emergency services and proper traffic control measures. The motion passed 4-0.

8) Water Treatment & Sewer Collection Department public announcement: The Fall Hydrant Flushing Program will begin Monday, Sept. 28 and continue through Friday, Oct. 2, 2025, weather permitting



Kyle Weldy, the City Water Quality Manager, informed the Board that Goshen Utilities will start the fall hydrant flushing program beginning Monday, Sept. 28 through Friday, Oct. 2, 2025, weather permitting.

Weldy said from Sept. 28 through Oct. 2, City crews will be flushing during daylight hours from 8:30 a.m. to 3:30 p.m. in the upper pressure zone, which is everything northeast of U.S. 33 and the Norfolk Southern tracks.

Weldy said City residents can go to the city's website, type in their addresses on an interactive map and learn when work will take place in their neighborhoods.

Night-time flushing from 9 p.m. to 6 a.m. will take place as follows:

Monday, Sept. 28, on Madison and 10th streets, heading south to the City limits and between the Norfolk Southern tracks and U.S. 33 to the City limits south.

Tuesday, Sept. 29, between Cottage Avenue and 10th Street from the Norfolk Southern tracks south to the city limits; between Lincolnway East and the Norfolk Southern tracks east to the city limits.

Wednesday, Sept. 30, between Pike Street and the City limits south; between North Greene Road and Cottage Avenue.

Thursday, Oct. 1, between Norfolk Southern and the City limits south; between North Greene Road and the city limits west.

In a memo to the Board, City staff advised residents to avoid doing laundry on the day City crews are close to their homes, due to the rust that crews are removing from water mains. If residents have a problem with their laundry, they can call the Utilities Office at 574-534-5306 and they will be provided special soap to use to remove discoloration.

Mayor Leichty invited **Weldy** to bring some of the soap to City Hall in case it is requested.

There was no Board action because this was an information-only item.

9) Engineering Department request: Approve Change Order No. 11 and Change Order No. 12 for the Steury Avenue and Lincoln Avenue Reconstruction and Drainage Improvements

City Civil Engineer Brad Minnick presented two change orders for the Steury Avenue and Lincoln Avenue Reconstruction and Drainage Improvements project.

For Change Order No. 11, **Minnick** said that during investigation of the existing water main to complete a shutdown and tie-in of the proposed 12-inch water main, an existing 10-inch fire-suppression service serving Lions Head was discovered. The City also identified concerns about maintaining adequate system pressure during the shutdown and installation of the connection points.

Minnick said Change order No. 11 is to provide all labor, material, equipment, supervision, testing, coordination, and incidentals required to supply and install the 10-inch water main connection.

Goshen Engineering requested that the Board approve Change Order No. 11 in the amount of \$38,643.40. This change, along with previous changes, increases the value of the contract by 5.39 percent. Goshen Redevelopment is funding this project and will review Change Order #11 at its meeting on Sept. 8, 2026.

Nichols/Myers made a motion to approve Change Order No. 11 in the amount of \$38,643.40 to supply and install the 10-inch water main connection. The motion passed 4-0.

For Change Order No. 12, **Minnick** said that during review of the plans for work associated with the off-site parking lots, it was noted that, although pavement striping is shown on the plans, the legend does not include callouts identifying the required line widths, colors, or pavement marking materials. Additionally, there are no plan callouts identifying permanent message markings, including ADA symbols and accessible parking space designations.

Goshen Engineering requested that the Board approve Change Order No. 12 in the amount of \$1,745.00. This change, along with previous changes, increases the value of the contract by 5.41 percent. Goshen Redevelopment is funding this project and will review Change Order #12 at its meeting on Sept. 8, 2026.

Nichols/Myers made a motion to approve Change Order No. 12 for \$1,745.00 ,643.40 for the Steury Avenue and Lincoln Avenue Reconstruction and Drainage Improvements project. The motion passed 4-0.



10) Goshen High School Band Boosters request: Street closures, barricades and parking for the Goshen High School Marching Band Invitational, Saturday, Sept. 12, 2026

Jason Kauffman, a representative of the Goshen High School Band Boosters, asked the Board to approve the closure of several public streets for the upcoming Goshen Marching Band Invitational, which will be held at Goshen High School on Saturday, Sept. 12, 2026.

He said boosters were making the request for the safety of the students and volunteers attending the event. Since the high school utilizes the entire campus for this event, students' movement across these streets is necessary.

Kauffman said 23 marching bands from around the region will begin performing in the mid-afternoon. Preparations for the Invitational and the arrival of each participating school will begin in the morning, so the Boosters requested street closures no later than 9:30 a.m. and the event will conclude shortly after 9:30 pm, with all participants leaving no later than 11 p.m. and clean-up completed no later than midnight.

Boosters requested street closures, starting at 10 a.m., as follows:

1. East Purl Street from 9th Street east to the school campus
2. 10th Street from the intersection of 10th and Madison Street south to East Reynolds Street.

Band boosters also requested the use of 50 safety cones for marking off walk areas for people and musical instruments as they walk and move throughout the campus. The street closures and the request for barricades and safety cones have been discussed with **David Gibbs, Street Commissioner**.

The Boosters also requested the use of the grassy area between South 11th Street and US 33 and East Madison Street on the south for parking for spectators during the Invitational, if that area is within the City's purview to grant.

Mayor Leichty thanked Kauffman for his volunteer work with the band.

NOTE: Before the meeting, Board members were provided with a memorandum and map from **Joel DeMott, president of the Goshen High School Band boosters**, outlining requests for the band festival (**EXHIBIT #1**). **Nichols/Myers made a motion to approve the requested street closures from 10 a.m. until midnight on Sept. 12, 2026. The motion passed 4-0.**

11) Legal Department request: Approve and authorize Mayor Leichty to execute the amendment for the continued design services by Troyer Group

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an amendment with Troyer Group for the continued design services regarding Indiana Avenue reconstruction, from Pike Street to Chicago Avenue, which were paused in 2023 until funding could be identified and secured as is more particularly described in the attachments from Redevelopment Commission and Troyer Group.

The total cost will be \$252,690.

In a memorandum to the City Development Commission, dated Aug. 11, 2026, **City Redevelopment Director Becky Hutsell** explained the Agreement Amendment with Troyer Group for Design Completion. She wrote:

"In November 2021, the City entered into an agreement with Troyer Group to provide engineering and design services for the reconstruction of Indiana Avenue from Pike Street north to Chicago Avenue.

"The original intent was to complete the roadway improvements, including necessary utility upgrades, utilizing primarily Community Crossings Matching Grant (CCMG) funding. Although substantial engineering and design work was completed, the project was ultimately paused due to escalating project costs and limitations on available CCMG funding. As a result, the project remains approximately 90 percent designed but has not advanced to bidding or construction."



Hutsell continued, "Since the project was paused, the condition of Indiana Avenue has continued to deteriorate. In addition, several City engineering standards and construction details have been updated, making revisions to the existing plans necessary before the project can move forward. Staff is requesting authorization to proceed with completion of the design and preparation for construction, which is anticipated to occur in 2027. Funding for the project was included in the Commission's most recently approved capital plan."

Hutsell explained the proposed scope of services as follows: "The attached proposal outlines the services necessary to complete the project design and prepare the project for bidding and construction. Scope items include updating previously prepared plans to reflect current City standards and field conditions, utility coordination, neighborhood and stakeholder engagement, final bid document preparation, bidding assistance, construction administration, and project closeout services.

"The proposal also accounts for the additional effort required to restart and update a project that has been inactive for several years and incorporates services that were not included in the original scope, including bidding and construction administration.

As for compensation, Hutsell wrote: "The original 2021 agreement was authorized in the amount of \$201,278, of which \$188,251.24 has been billed, leaving a remaining balance of \$13,026.76. The proposed amendment increases the total contract authorization to \$252,690, representing an increase of \$51,412 over the original agreement amount. "The amended scope includes updates necessary to restart the project after a multi-year pause, including plan revisions to current City standards, renewed utility coordination efforts, environmental documentation updates, and a new hourly not-to-exceed amount of \$23,100 for bidding and construction administration services that were not included in the original agreement.

"Staff has reviewed the proposed scope and fee and believes the costs are reasonable given that the project is substantially designed, requires updates to meet current standards and conditions, and includes services necessary to carry the project through bidding and construction completion."

NOTE: Before the meeting, **Legal Department Paralegal Christina Bonham** provided Board members with a memorandum, Amendment No. 1 and Exhibit A for this project (**EXHIBIT #2**),

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the amendment for the continued design services by Troyer Group. The motion passed 4-0.

12) Legal Department request: Approve and authorize Mayor Leichty to execute a Purchase Order with Verizon to authorize service line changes.

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute a Purchase Order with Verizon as it is required by Verizon to authorize service line changes to our general account.

Stegelmann said this Purchase Order will allow the City Innovation and Technology Department to manipulate, as needed, the current 131 lines to add, remove and adjust the plan type of lines on behalf of the City.

Stegelmann noted that the pricing listed in the "Funds Authorized" section is a not to exceed estimation based on past and future usage but that in no way obligates purchase.

The Funds Authorized section of the Purchase Order set forth the following:

"The quantities listed are estimates only and are based on past and future usage. You may purchase less than the amounts shown, but no more. Purchases in excess of the amount shown will need an updated order form. All services orders shall be on an 'as needed' basis, subject to the availability of funding and budgetary considerations.



Monthly Access Fees for service on up to 160 lines	(Estimated)	\$8,000.00
Equipment charge(s) on up to 160 lines	(Estimates)	\$56,000.00
Total Access and Equipment Fees on up to 160 lines	(Estimate)	\$248,000.00
Plus, applicable fees, taxes and charges.		

NOTE: Before the meeting, **Legal Department Paralegal Christina Bonham** provided Board members with a memorandum and a Verizon Wireless Purchase Order. (EXHIBIT #3).

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the Purchase Order with Verizon to authorize service line changes. The motion passed 4-0.

13) Approve and authorize Mayor Leichty to execute the Participating Addendum with Verizon to allow the City to participate in a Master Agreement to allow access to special government pricing

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the Participating Addendum with Verizon to allow the City to participate in a Master Agreement negotiated by the State of Utah and available to government entities, which will allow the City to set up a secondary account type to allow access to special government pricing.

Stegelmann said there is a need for newer, upgraded mobile devices for several City departments. Verizon is running a promotion through this account type that would allow a lower monthly per-line cost and a free iPad device upgrade. Utilizing this promotion would mean the City would own the iPad outright but would agree to a 2-year service term. By replacing the approximate 20-30 devices currently outdated, the City will save about \$500 each.

NOTE: Before the meeting, **Legal Department Paralegal Christina Bonham** provided Board members with a memorandum and a four-page Participating Addendum document for the proposed addendum (EXHIBIT #4).

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the Participating Addendum with Verizon to allow the City to participate in a Master Agreement to allow access to special government pricing. The motion passed 4-0.

14) Street Department request: Move to approve East Lincoln Avenue lane and parking restrictions during the dates of Sept. 8-18, 2026

City Street Commissioner David Gibbs told the Board that the City will be restriping East Lincoln Avenue to include bicycle and pedestrian lanes.

Gibbs said workers will be restricting traffic to one lane in each direction to complete the center turn lane and then shifting outward from there which will require no parking through the project area. He said the project should be completed in two weeks depending on the weather. He said some work may continue afterward without restrictions.

Board member Landis asked if parking would be prohibited on the north and south sides of Lincoln Avenue. **Gibbs** said parking would be closed one side at a time. The **Mayor** suggested keeping a drop-off zone on the south side.

NOTE: Before the meeting, **City Street Commissioner David Gibbs** gave Board members a memorandum and map outlining his requests. (EXHIBIT #5).

Nichols/Myers made a motion to approve the requested lane and parking restrictions during the dates of Sept. 8-18, 2026. Motion passed 4-0.

15) Engineering Department: Notification of Norfolk Southern Railroad crossing closure at Beaver Lane.

City Civil Engineer Brad Minnick said the City Engineering Department received a communication on Thursday, Sept. 3, 2026 from Norfolk Southern (NS) that the company plans to close the Beaver Lane railroad crossing starting Wednesday, Sept. 9, until Friday, September 11, 2026. He said the crossing would be closed for Northern Southern crews to perform track repairs. **No Board action was required.**



NOTE: Before the meeting, the Goshen Engineering Department Board gave Board members a memorandum with a color aerial photograph describing the closure. (EXHIBIT #6).

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

Mayor Leichty opened Privilege of the Floor at 4:34 p.m.

16) Pioneer Restoration, LLC request: Approve sidewalk and parking space closures for repair work at Goshen First Church, 214 South Fifth Street

John Reid, owner of Pioneer Restoration of Frankfort, Indiana, asked for sidewalk and parking space closures for work the company is performing at Goshen First Church, 214 South Fifth Street. He said he was informed a permit or permission was needed for the lift equipment he will be placing on City sidewalks and streets.

Reid said he has been in business for 45 years and normally the person or entity he is working for arranges for any permits necessary for the work he does. He also asked if a permit was necessary for work on the church steeple.

Mayor Leichty said the first issue was the use of the City's right-of-way for his equipment. She said permission was needed from the Board to do so, and asked **Reid** for the dates of his work.

Reid said he would be back for work on Sept. 8 and would work for three days on the east side of the church and then on the south side. All told, he said the work would take a week and the work would require parking equipment on sidewalks on the east and south sides of the church. He said the equipment would be moved when not in use.

Mayor Leichty asked if the Engineering Department had any comments.

City Director of Public Works & Utilities Dustin Sailor said approval also was needed to include leaving equipment in parking spaces south of the church, on Jefferson Street. **Reid** said one parking space would be needed on Jefferson Street. **Sailor** recommended reserving two parking spaces.

Mayor Leichty clarified the request.

Nichols/Myers then made a motion to approve the request to close the west side and south side sidewalks as well as two parking spaces on Jefferson Street, on the south side of Goshen First Church, from Sept. 8 through Sept. 11, 2026.

Reid said that if it rains during those dates, he would need additional days to complete the work. He requested three additional days in case of rain.

Nichols/Myers modified the motion to approve the request to close the west side and south side sidewalks as well as two parking spaces on Jefferson Street, on the south side of Goshen First Church, from Sept. 8 through Sept. 11, 2026 with an additional three days in case of rain. The amended motion passed 4-0.

At 4:41 p.m., **Mayor Leichty** closed the public comment period and called for a brief recess in the meeting.

At 4:44 p.m., **Mayor Leichty** reconvened the Board of Public Works & Safety meeting and then paused it convene Review/Compliance hearings for City Building Commissioner orders.

REVIEW/COMPLIANCE HEARINGS FOR BUILDING COMMISSIONER ORDERS

4:00 p.m., Sept. 3, 2026

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

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

Absent: Barb Swartley



17) Public Nuisance/Unsafe Building hearing on Building Commissioner Order: 517/519 New York Street for public nuisance conditions as well as building code violations at the residential structures on the property (Unique Property Leasing, LLC, property owner)

At 4:44 p.m., Mayor Leichty convened a review hearing for 517/519 New York Street for public nuisance conditions as well as building code violations at the residential structures on the property (Unique Property Leasing, LLC, property owner)

BACKGROUND:

In a Sept. 3, 2026 memorandum, **Assistant City Attorney Don Shuler** wrote that a hearing ordered to review Public Nuisance enforcement under Goshen City Code § 6.10.2. An Order of the City of Goshen Building Commissioner was issued on August 3, 2026 for the property at 517-519 New York. The Order addressed both public nuisance conditions as well as building code violations at the residential structures on the property. The Order required that the nuisance conditions be abated and the code violations repaired within thirty (30) days.

Shuler wrote that the Order of the Building Commissioner was sent via certified mail and regular mail, as required by the Indiana Unsafe Building Law. The certified mail was returned "unclaimed." The regular mail was not returned.

Shuler wrote that the hearing was being convened to review the Building Commissioner's Order. He wrote that the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and any other individual wishing to speak to the property.

Shuler provided the Building Commissioner's Order, the Staff Report to be presented at the Hearing, as well as the Staff's recommended Order proposed Order.

Section 1.

On Aug. 3, 2026, City Building Commissioner Myron Grise issued a Public Nuisance/Unsafe Building Enforcement Authority Order for 517/519 New York Street.

Grise informed the property owners, Unique Property Leasing, LLC., that they were "in violation of the City of Goshen Public Nuisance Ordinance, codified at Goshen City Code § 6.10.2; and the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1."

Section 2.

In his seven-page letter, Grise wrote that the following conditions existed on the premises identified in

A. Public Nuisance

1) Solid waste generated at the Premises is not contained. The solid waste containers serving the Premises are habitually filled beyond their rated capacity and above the maximum loading level marked upon the containers and bagged and loose garbage and litter accumulate upon the ground surrounding the containers and scatter across the Premises. The number of containers provided at the Premises, and the frequency with which they are collected, are insufficient to contain the solid waste generated at the Premises between collections, and the condition therefore recurs. This condition was observed and documented on June 9, 2026, June 17, 2026, and July 1, 2026. This condition constitutes a public nuisance generally under § 6.10.2.(c) and more specifically under §§ 6.10.2. (c)(1), (4), (7), and (11).

2) There has accumulated upon the Premises, outside any enclosed structure, a quantity of debris covered by deteriorating tarpaulins, including building materials, scrap, concrete block, and rubble, together with associated loose materials at the margins of the accumulation, maintained in an unsanitary condition and providing harborage for rodents and insects. This accumulation was observed and documented on July 29, 2025 and remained in substantially the same location and condition when observed and documented on June 9, 2026. This condition constitutes a public nuisance generally under § 6.10.2. (c) and more specifically under §§ 6.10.2. (c)(1), (2), (4), and (11), and to the extent the accumulation includes demolition remains, under § 6.10.2.1(c)(3).



3) A detached automobile panel and other materials are situated upon the accumulation described in Section 2.A(2), exposed to the weather and outside any enclosed structure. This condition constitutes a public nuisance generally under § 6.10.2.1(c) and more specifically under § 6.10.2.1(c)(5).

The foregoing conditions, individually and collectively, constitute the having, maintaining, or allowing of a public nuisance on the Premises in violation of Goshen City Code § 6.10.2.4. The Enforcement Authority further finds that the condition described in Section 2.A(l) is recurring in nature, that its recurrence is caused by the insufficiency of the container capacity provided at the Premises and of the frequency of collection, and that the condition will continue to recur unless that capacity and frequency are increased sufficiently to contain all solid waste generated at the Premises between collections. The Enforcement Authority further finds, pursuant to Goshen City Code § 6.10.2.10 and J.C. § 36-7-9-4(b)(2)(C), that the existence of a public nuisance upon the Premises renders the Premises unsafe premises within the meaning of the Indiana Unsafe Building Law, I.C. § 36-7-9-1 *et seq.*

Grise also reported as follows:

B. Unsafe Building

1) The exterior wall assemblies of the residential structures upon the Premises are incomplete. Large areas of both structures, including full elevations and full-height wall sections, are covered only by house wrap - a water-resistive barrier designed and manufactured to be installed beneath a finished exterior wall covering - with no siding or other finished exterior wall covering installed over it. The house wrap has been exposed directly to the weather since at least July 29, 2025, and is torn, detached, and degraded in multiple locations, exposing bare wall sheathing beneath. House wrap is not an approved exterior wall covering and does not, standing alone, provide a weather-resistant exterior wall envelope.

2) The soffit and eave assemblies of the structures are open and unenclosed, with rafter tails and eave cavities exposed along substantial runs of the roof line, permitting entry of water, birds, bats, rodents, and insects into the attic and wall assemblies of the structures. These conditions were observed and documented on July 29, 2025 and remained uncorrected when the Premises were observed and documented on June 9, 2026, June 17, 2026, and July 1, 2026.

Grise wrote that the structures “are unsafe buildings within the meaning of Indiana Code § 36-7-9-4, in that each is a public nuisance per LC. § 36-7-9-4(a)(4). The conditions described above are injurious to health, offensive to the senses, and an obstruction to the free use of neighboring property so as essentially to interfere with the comfortable enjoyment of life and property, and therefore constitute a public nuisance” generally under Goshen City Code § 6.10.2.1(c); and the open soffit and eave conditions described in Section 2.B(2) constitute the permitting upon real property of a condition that attracts or may attract rodents, insects, and animals in such a manner as to create a health hazard and unsanitary condition under Goshen City Code § 6.10.2.1(c)(II). The conditions further violate the minimum standards for building condition and maintenance of the City of Goshen Neighborhood Preservation Ordinance, Goshen City Code § 6.3.1.1(bb).

Section 3.

Grise ordered the property owners to take the following actions to abate the public nuisance and the unsafe building conditions identified in Section 2 of this Order.

A. Abatement of Public Nuisance.

1) Remove from the Premises and lawfully dispose of all garbage, solid waste, and litter located outside a solid waste container, as described in Section 2.A(l), and thereafter keep the Premises and the area surrounding every solid waste container upon the Premises free of such accumulation.

2) Provide at the Premises a number of solid waste containers, and arrange a frequency of collection, sufficient to contain all solid waste generated at the Premises between collections, so that no solid waste is deposited or permitted to remain outside a container.



Within the time allowed for compliance with this subsection, furnish the Building Commissioner with written confirmation from the solid waste hauler or haulers serving the premises or other adequate documentation identifying the number and size of the containers provided and the frequency of collection.

3) Remove from the Premises and lawfully dispose of all materials described in Section 2.A(2), or store all such materials fully enclosed within a lawful, permitted structure, so that no such accumulation remains exposed on the Premises

B. Repair of Unsafe Building.

You are ORDERED to repair and rehabilitate the structures described in Section 2.B so as to eliminate all unsafe conditions and bring the structures into compliance with the applicable standards for building condition and maintenance under the Goshen City Code and the Neighborhood Preservation

Ordinance, including without limitation: (1) installing a complete and finished exterior wall and siding covering all exterior wall areas presently covered only by house wrap; (2) removing and replacing all torn, detached, or degraded house wrap and repairing or replacing all damaged or deteriorated wall sheathing beneath it, before the finished wall and siding covering is installed; and (3) closing and enclosing all open soffit and eave assemblies so that the attic and wall cavities of the structures are sealed against the entry of water, birds, bats, rodents, and insects. All work required by this Section must include obtaining all required permits and passing all required inspections.

Grise further ordered that the property owners to complete all action required by Section 3.A of this Order within twenty (20) days after notice of this Order is given; to make a substantial beginning toward the action required by Section 3.B of this Order within thirty (30) days after notice of this Order is given and complete all action required by Section 3.B within sixty (60) days after notice of this order is given.

Section 4.

Grise notified the property owners 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 5.

Grise also wrote that a hearing would be held before the Goshen Board of Public Works and Safety on **Sept. 3, 2026** for the purpose of reviewing the Order of the City of Goshen Building Commissioner.

DISCUSSION AND OUTCOME OF THE COMPLIANCE REVIEW HEARING ON SEPT. 3, 2026:

At 4:44 p.m., Mayor Leichty convened a review hearing for 517/519 New York Street for public nuisance conditions as well as building code violations at the residential structures on the property (Unique Property Leasing, LLC, property owner)

Present at the hearing were: Board members Leichty, Landis, Myers and Nichols (Member Barb Swartley was absent); Assistant City Attorney Don Shuler; City Attorney Bodie Stegelmann; City Building Commissioner Myron Grise and Code Enforcement Officer Ryan Conrad. The property owner was not present.

The Mayor invited a presentation from Assistant City Attorney Don Shuler.

Shuler provided a report on the property at 517/519 New York Street using a 24-slide PowerPoint presentation prepared for the hearing. The PowerPoint included information about the property and owner, applicable local and state laws, the City's inspection findings and the current conditions of the property, the Building Commissioner's Order, the options before the Board and the staff recommendation.

In his introduction, **Shuler** discussed the purpose of the hearing, the background of the property and said the matter was before the Board as a result of inspections that show the property was in violation of Goshen City Code §6.10.2, which prohibits having, maintaining, or allowing a public nuisance and Indiana Code §36-7-9, for being unsafe.



Assistant City Attorney Shuler invited a report on the conditions of the property by Code Enforcement Officer Ryan Conrad. Mayor Leichty swore in Conrad sworn to give truthful and complete testimony.

NOTE: Before the meeting, Board members were provided with a memorandum, dated Sept. 3, from Code Enforcement Officer Ryan Conrad with a summary of his inspection report for the property. (**EXHIBIT #7**).

Conrad said, "In July of 2025, Code Enforcement began receiving complaints in reference to overflowing dumpsters, an accumulation of materials, and exterior siding that was in disrepair at 517 and 519 New York St. We inspected the property and found several violations.

"As a result, violation notices were mailed to the property owner on the following dates: July 29, 2025, Sept. 3, 2025, Oct. 1, 2025, June 9, 2026 and June 17, 2026. None of the violations were corrected by the property owner after the violation notices were sent, and as a result, citations with fines were issued on the following dates: Oct. 29, 2025, Dec. 17, 2025, March 24, 2026 and July 1, 2026"

Conrad added, "The condition of the property has not changed, and the Ordinance Department continues to receive complaints from neighbors."

Using the PowerPoint presentation, **Conrad** described the 15 photographs showing the conditions of the property. These included: the accumulation of materials and trash on the property, a tarp covered some of the vinyl siding, a detached automobile panel lying on the ground, dumpsters overflowing with trash, incomplete exterior siding work, and open soffits and eaves. He said there has been no change in the conditions in 13 months.

In response to a question from **Board member Landis**, **Conrad** said that the property owner hasn't paid any of the fines the City has imposed.

Shuler said that fines of \$175 are imposed for a first offense, and then \$200 and \$250 by the City Ordinance Violations Bureau. If there are no payments, the unpaid fines are referred to the Goshen City Court. He said the property owner did not respond, so default judgments were entered. And eventually \$600 in fines and \$400 in court costs were referred to collection.

In response to questions from **Board members Landis and Leichty**, **Conrad** said trash has been present in the dumpsters the past two years and it doesn't appear there has been any collections.

City Building Commissioner Myron Grise said he could clarify the situation, so **Mayor Leichty** swore him in to give truthful and complete testimony.

Grise said trash has been overflowing at the property for at least two years. He said one trash hauler removed its dumpsters and others were placed on site and remain full. A neighbor told him raccoons scavenge in them nightly.

Shuler said no one representing the property owner was present.

Continuing his presentation using the PowerPoint, **Shuler** said the **City Building Commissioner's Order** required **three things from the property owner:** abate the nuisance by cleaning up all garbage and litter; fix the trash capacity issue by providing enough containers to contain all waste between pickups and to repair or complete finished wall coverings, which has been an ongoing issue for several years. Based on the testimony of **Conrad** and **Grise**, **Shuler** said none of those requirements have been met.

Shuler said **City staff** was recommending that the **Board:** affirm or modify the Building Commissioner's findings and order, including that the property is a public nuisance and unsafe premises; make a specific finding in the order that there has been a willful failure to comply; issue an order requiring abatement of the public nuisance and the completion of repairs, impose a civil penalty in the amount of \$2,500 but have the effective date of the fine postponed until a review hearing on Oct. 8, 2026 to determine progress and compliance with the order. **Shuler** said that the delay would provide a last chance of the property owner to comply.

Unlike fines imposed by the Ordinance Violations Bureau, **Shuler** said the new civil penalties, if unpaid after being imposed by the Board, would eventually get attached to the property in the same fashion as taxes, "so it's a much bigger hammer."

Mayor Leichty asked for an explanation of two additional proposed orders for the property.



Assistant City Attorney Shuler said proposed Order No. 5 would impose a civil penalty in the amount of \$2,500 for the owner's willful failure to comply with Sections 3.A and 3.B of the Building Commissioner's Order. But the effective date of this civil penalty would be postponed to Oct. 8, 2026. If the Board was satisfied on or before that date that all work necessary to fully comply with the Order had been completed, or that substantial good faith efforts have been to complete all such work, Shuler said the Board could order the civil penalty reduced or stricken.

Shuler said proposed Order No. 6 would give the Board continuing jurisdiction over this matter, including the authority under I.C. § 36-7-9-7(e) to reduce or strike any civil penalty imposed above and impose one (1) or more additional civil penalties not exceeding \$5,000 each.

Mayor Leichty asked **Shuler** if the Board could take action to require the property owner to more quickly remove the dumpsters and trash on the property. For example, she asked if the City could charge the property owner for the time involved in arranging for the removal of the trash. She also asked about the City going on the property and removing the rank vegetation on the site and billing the property owner for the City's work.

Shuler and **City Attorney Stegelmann** responded that such additional actions were possible, but they might not address the trash on this property.

Mayor Leichty said, "For the sake of those poor neighbors who have stared at this for two years, I'm just trying to figure out if the building owner is unwilling to comply, what can we do to provide relief to those poor neighbors. So, I was trying to think if there was a mechanism that we could take, proactive action, to alleviate that part of the issue."

Shuler said there could be one option. He said that if the work that's required by the Building Commissioner's Order is not completed, the City can complete some work with its own staff if it's below a certain monetary amount. He said the proposed order could be modified to include this option. **Shuler** also advised that the Board could also revise today's proposed order to allow the City to remove the dumpsters and trash.

Mayor Leichty said she would support adding a requirement to remove the trash and clean up the site soon.

Board member Myers agreed and said, "It's not a healthy situation having raw garbage and stuff out there, and you're getting all kinds of creatures and stuff. Raccoons are rampant anyhow. You don't want to give them a smorgasbord. I think we should at least try and get that thing out of there for the dignity of the rest of the neighbors out there have been staring at it for all this time."

Board members Nichols and Leichty briefly discussed the proposed order modification to require the timely removal of trash on the property by removing the dumpsters. **Shuler** clarified the situation. **Board members Landis and Myers** supported the suggestion.

Nichols/Myers then made a motion to affirm the Building Commissioner's Order, adopt the proposed findings and orders, including the findings that the failure to comply was willful, required abatement and repairs, and set a review hearing for Oct. 8, 2026, as well as to amend this order to include that the City will contact the owner of the garbage dumpsters and get that cleaned up in the meantime, at the expense of the owner. The motion passed 4-0.

18) Unsafe Building hearing on Building Commissioner Order: 1006 Zollinger Road for vacant residential structure in need of exterior clean up and internal repairs violations of Goshen City Code as to the current condition of the duplex (J. Bowers, LLC, property owner)

At 5:07 p.m., Mayor Leichty convened a review hearing on 1006 Zollinger Road, due to multiple violations of Goshen City Code as to the current condition of the duplex (J. Bowers, LLC, property owner)



BACKGROUND:

In a Sept. 3, 2026 memorandum, **Assistant City Attorney Don Shuler** wrote that the Board held a hearing for this property on July 9, 2026.

At the conclusion of that hearing, **the Board affirmed the finding of the vacant residential structure on the Real Estate as an unsafe building and entered an Order requiring the property owner to clean up the exterior by Aug. 9, 2026, make reasonable progress either in attempting to sell the Real Estate or make internal repairs to the unsafe structure, and to maintain good communication with the Building Commissioner.**

The Board's Order set the matter for a review hearing on Sept. 3, 2026.

The purpose of the Sept. 3 Board's hearing was to determine if there have been reasonable efforts to comply with the Board's Order. The Board was provided with the Board's July 9, 2026 Order, the Staff Report that led to the order and the Staff's recommended proposed Order for Sept. 3.

In its July 9, 2026 Order, the Board summarized what occurred during its hearing that day "concerning the condition of the residential structure located at the Real Estate. Jeff Bowers of J Bowers, LLC ('Owner'), was present during the hearing and presented evidence, testimony, and argument concerning the condition of the residential structure located at the Real Estate."

After consideration of the evidence and testimony presented, **the Board reached a finding that the Building Commissioner's Order was supported by substantial evidence. The Board concluded that residential structure was an unsafe structure under Indiana law.** The Board specifically adopted Section 2 of the Order, as well as the Staff Report and Analysis presented during the hearing, as its Findings.

The Board further found that good cause existed to modify the compliance schedule established by the Order. The owner has begun work on cleaning up the property and its residential structure and has indicated plans to continue work and potentially sell the real estate.

The unsafe building determination and findings established by the City Building Commissioner's Order were affirmed. The compliance schedule established by the Order was modified as set forth in Paragraph 2 below; in all other respects the Order was affirmed and remains in full force and effect.

1. This Order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.

2. Owner is hereby ordered to:

- a. Complete all exterior repairs and cleanup of the subject Real Estate by Aug. 9, 2026.
- b. Demonstrate substantial progress on internal repairs and/ or pursuing the sale of the Real Estate to a party with capacity to complete required repairs to the residential structure on the Real Estate by Aug. 23, 2026.
- c. Maintain good and consistent communication with the Building Commissioner as to progress and efforts made in this matter.

3. This matter was scheduled for hearing to review compliance with this Order before the Board on Sept. 3, 2026.

The order also established the property owner's appeal options and notified the property owner that the information on the order needed to be provided to any part that purchased or gained an interest in the property.

A staff report to the Board for the Sept. 3, 2026 compliance review hearing contained the following information:

Status:

"On July 9, 2026, the Board affirmed the Building Commissioner's determination that the residential structure on the Real Estate is unsafe. Since that time, the owner has cleaned and generally maintained the exterior of the property. A "For Sale by Owner" sign is posted, and the Department has received information from a third party indicating that a purchase agreement for the Real Estate has been executed, although the owner has not confirmed this to the Department as of Aug. 31, 2026. No building permits have been issued, and Staff has no indication that interior repairs have begun. On balance, the matter appears to be progressing toward resolution through sale of the Real Estate.



“Recommendation:

“Staff recommends that the Board table this matter for further review until Oct.29, 2026, and enter an Order requiring the owner to:

- “(a) maintain the exterior of the Real Estate in compliance with Goshen City ordinances;
- “(b) continue efforts to sell the Real Estate or make substantial progress on necessary internal repairs; and
- “(c) provide bi-weekly updates to the Goshen Building Department.

“In all other respects, the Board’s July 9, 2026 Order remains in full force and effect.

“Recommended Motion:

“Move to adopt the Staff recommendations, table the matter concerning 1006 & 1008 Zollinger Road for further review until October 29, 2026, and to adopt the proposed Tabling Order.”

A Tabling Order for Sept. 3, 2026 also provided by City staff to the Board stated that “based on the testimony, evidence, and information from the hearing, the Hearing Authority makes the following findings:

“1. The Unsafe Building at the Real Estate is still unsafe and has not been brought into compliance with Goshen City Code.

“2. Owner cleaned up the exterior of the Real Estate by August 9, 2026.

3. The interior of the residential structure on the Real Estate is in substantially the same condition.

4. Owner has listed the Real Estate for sale and has actively pursued the sale of the Real Estate.

Therefore, City staff proposed that the Boarder order:

“1. This matter, specifically whether the Order should be affirmed, rescinded, or further modified, is set for further review on Oct. 29, 2026 at 4:00 p.m. (local time), or as soon thereafter as this matter may be heard, in the Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

“2. Owner must continue to maintain the exterior of the Real Estate in compliance with Goshen City Code and Ordinances

“3. The Property Owner must continue efforts to sell the Real Estate or make substantial progress on necessary internal repairs to the residential structure on the Real Estate and must provide bi-weekly updates to the Goshen Building Department.”

DISCUSSION AND OUTCOME OF THE COMPLIANCE REVIEW HEARING ON SEPT. 3 2026:

At 5:07 p.m., Mayor Leichty convened a review hearing on 1006 Zollinger Road, due to multiple violations of Goshen City Code as to the current condition of the duplex (J. Bowers, LLC, property owner).

Present at the hearing were: Board members Leichty, Landis, Myers and Nichols (Board member Barb Swartley was absent); Assistant City Attorney Don Shuler; City Attorney Bodie Stegelmann; City Building Commissioner Myron Grise; and Jeff Bowers, the property owner.

The Mayor invited a presentation from Assistant City Attorney Don Shuler.

Shuler said that on July 9, the Board convened a hearing for 1006 Zollinger Road, due to multiple violations of Goshen City Code as to the current condition of the duplex. Shuler said the Board determined that the property was unsafe and required three things: the property owner was to complete some repairs, primarily to clean up the exterior of the property by Aug. 9; to demonstrate substantial progress on the internal repairs and or pursuing the sale of the property by August 23; and to maintain communication with the Building Commissioner. And the board set up fa compliance review hearing for Sept. 3 today to determine that things were progressing.

Shuler said City staff provided a report for today’s hearing that set forth the status of the unsafe property and provided a recommendation for the Board.

Shuler said staff confirmed that the owner posted a “For Sale” sign in the front yard of the property shortly after the July 9 Board hearing. “And then they heard some information from third parties that there was an agreement for the property,” Shuler said.



Shuler said that the **City Building Commissioner** and the property owner could brief the Board on the possible sale, "but my understanding is that there is a signed purchase agreement in place, that was signed in the middle of August, and they're working, actively working towards, closing the property."

Shuler said the proposed tabling order recommends tabling this matter until the end of October to allow that closing to happen, then to continue discussions with the new property owner about a timeline for repairs.

City Building Commissioner Myron Grise said, "We hadn't heard anything about this property for a long time and then I made a call to the owner of the property and he said that it was being sold. It has paperwork just started, but it wasn't finalized yet. Yesterday, late in the end of the day, I got a copy of that.

"So, there is a process that they're selling the property, but nothing's been finalized at this point. It sounds like it might be three or four weeks out, possibly. I did talk to the person that bought it or is buying it in Warsaw. He did say that he was in the process of buying from the owner at this point."

Mayor Leichty swore in Jeff Bowers, the owner of 1006 and 1008 Zollinger Road, to give truthful and complete testimony.

Bowers said he signed a purchase agreement Aug. 9 and the new owner signed it August 11. He said, "The paperwork was submitted to the title company. The title company ... emailed me some documents. I emailed them what they needed back ... and everything looks good, so I'm just waiting on the closing."

In response to a question from the **Mayor**, **Bowers** said the title company and the parties haven't set a closing date but expects it to happen in a few weeks.

Mayor Leichty invited a motion from the Board.

Nichols/Myers made a motion to adopt the staff recommendations, table the matter concerning 1006 and 1008 Zellinger Road for further review until Oct. 29, 2026 and to adopt the proposed tabling order. The motion passed 4-0.

At 5:12 p.m., Mayor Leichty adjourned the Review/Compliance hearing for the Building Commissioner orders and resumed the meeting of the Board of Public Works & Safety.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty then adjourned the meeting at 5:12 p.m.

EXHIBIT #1: *Before the meeting, Board members were provided with a memorandum and map from Joel DeMott, president of the Goshen High School Band boosters, outlining requests for agenda item #10, Goshen High School Band Boosters request: Street closures, barricades and parking for the Goshen High School Marching Band Invitational, Saturday, Sept. 12, 2026.*



EXHIBIT #2: Before the meeting, Legal Department Paralegal Christina Bonham provided Board members with a memorandum, Amendment No. 1 and Exhibit A in support of agenda item #11, Legal Department request: Approve and authorize Mayor Leichty to execute the amendment for the continued design services by Troyer Group.

EXHIBIT #3: Before the meeting, Legal Department Paralegal Christina Bonham provided Board members with a memorandum and a Verizon Wireless Purchase Order for agenda item #12, Legal Department request: Approve and authorize Mayor Leichty to execute a Purchase Order with Verizon to authorize service line changes.

EXHIBIT #4: Before the meeting, Legal Department Paralegal Christina Bonham provided Board members with a memorandum and a four-page Participating Addendum document for agenda item #13, Legal Department: Approve and authorize Mayor Leichty to execute the Participating Addendum with Verizon to allow the City to participate in a Master Agreement to allow access to special government pricing.

EXHIBIT #5: Before the meeting, City Street Commissioner David Gibbs gave Board members a memorandum and map outlining his requests for agenda item #14, Street Department request: Move to approve East Lincoln Avenue lane and parking restrictions during the dates of Sept. 8-18, 2026.

EXHIBIT #6: Before the meeting, the Goshen Engineering Department Board gave Board members a memorandum with a color aerial photograph describing the railroad closure advisory described in agenda item #15, Engineering Department: Notification of Norfolk Southern Railroad crossing closure at Beaver Lane.

EXHIBIT #7: Before the meeting, Board members were provided with a memorandum, dated Sept, 3, from Code Enforcement Officer Ryan Conrad with a summary of his inspection report for the property that was the subject of agenda item #17. Public Nuisance/Unsafe Building hearing on Building Commissioner Order: 517/519 New York Street for public nuisance conditions as well as building code violations at the residential structures on the property (Unique Property Leasing, LLC, property owner.)

APPROVED:

Mayor Gina Leichty

Mike Landis, Member



Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



Attention: Commissioner Gibbs and Richard Aguirre
Goshen Street Department and Board of Works
Goshen, IN

September 3, 2026

From: Carrie Lee Bland-Kendall

Maple City Market, Marketing & Events Manager
314 S Main St. Goshen, IN 46526
carrieree@maplecitymarket.coop
Store: 574-534-2355
Cell: 574-312-5372

Subject: Request for Event Fencing for Fall Event – Maple City Market

Hello!

Maple City Market is requesting event fencing for an upcoming event this Fall - MCM's Fall Faire which is held during October First Friday.

We respectfully request fencing for:

October 2, 2026 | approximately 100 ft

This event will be held at the front entrance, patio, and a portion of the parking lot of Maple City Market. We've had great success with city-provided fencing in the past, and we hope to maintain that same safe and welcoming atmosphere this season. We will not need assistance setting up. Dropping off the fence along the outside of the store, as done previously, would work out well. We will have the fencing organized and ready for pick up after the event.

We are working closely with Niomi from First Friday/DGI on our events, and as always, we are notifying our north-side neighbor, Aracelia Manriquez of the International Community Center, Inc., located at 312 S. Main Street.

A map of the parking lot and event area is included with this request. We plan to have fencing set up approximately at 3:00 PM on event day to accommodate inspection by the Elkhart County Health Department. We will wrap up the event by 9:00 PM the same evening.

We greatly appreciate your continued support and consideration in helping make our community events a success.

Warm regards,

Carrie Lee Bland-Kendall

Maple City Market, Marketing and Events Manager
574-312-5372

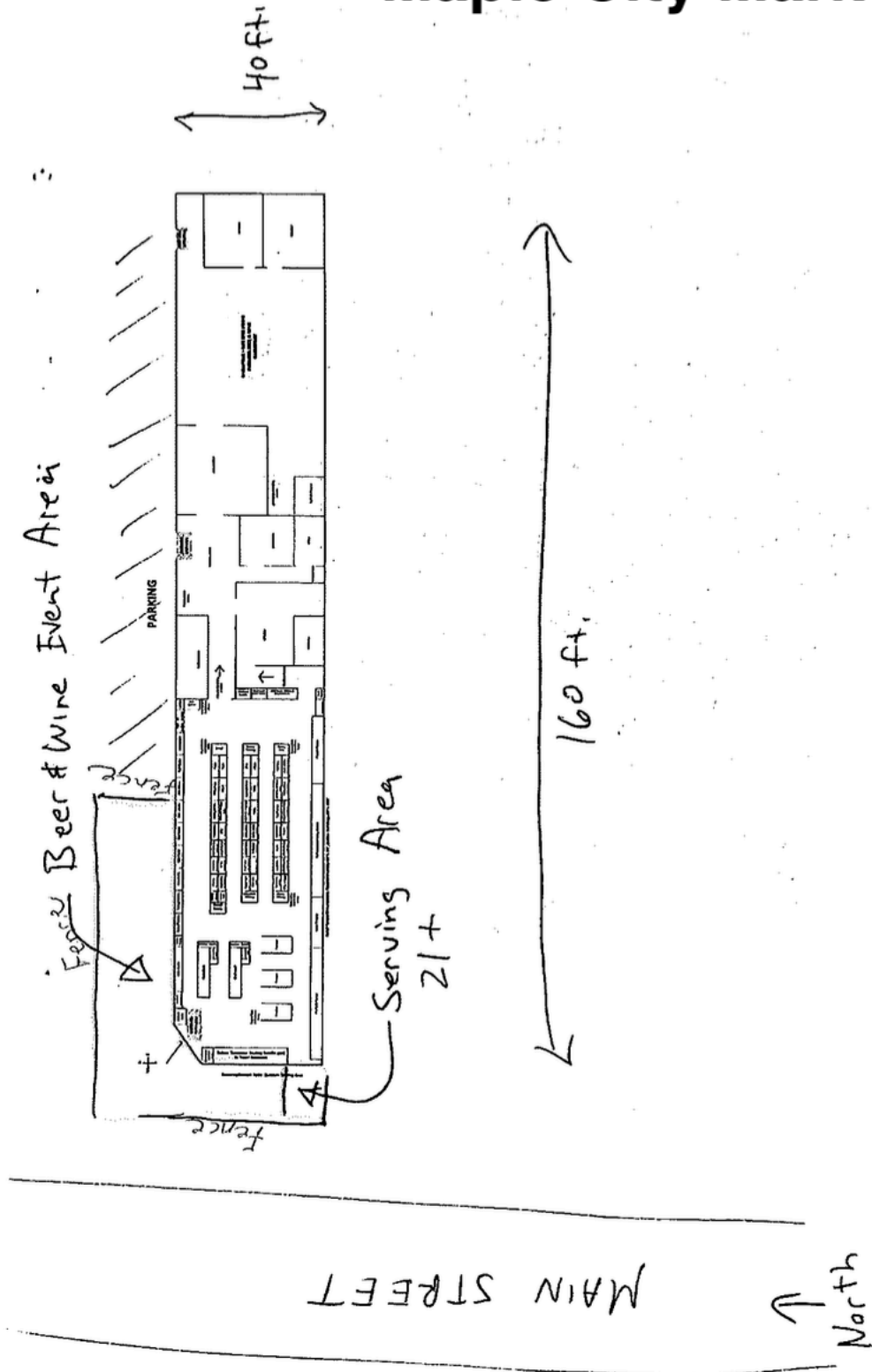


 (574) 534-2355

 info@maplecitymarket.coop

 314 S. Main St. Goshen, IN 46526

Maple City Market





1508 Bashor Rd

Goshen, IN 46528

SEPTEMBER 1, 2026

CITY OF GOSHEN BOARD OF WORKS

202 S FIFTH ST

GOSHEN, IN 46528

We respectfully request that our petition be reviewed by the City of Goshen Board of Works at their earliest convenience.

This request is pertaining to:

A new projecting sign structure to be installed at 118 S Main St in Goshen for NICC.

This sign will meet the Goshen Engineering standards for vertical clearance, and the owner agrees to keep the sign in good condition and will agree to remove the sign in a timely manor if necessary for the City of Goshen to maintain and improve its right-of-way.

Sincerely,

Trevor Daugherty

NICC

Stephanie Lehman

Signtech Sign Services



**Engineering Department
CITY OF GOSHEN**

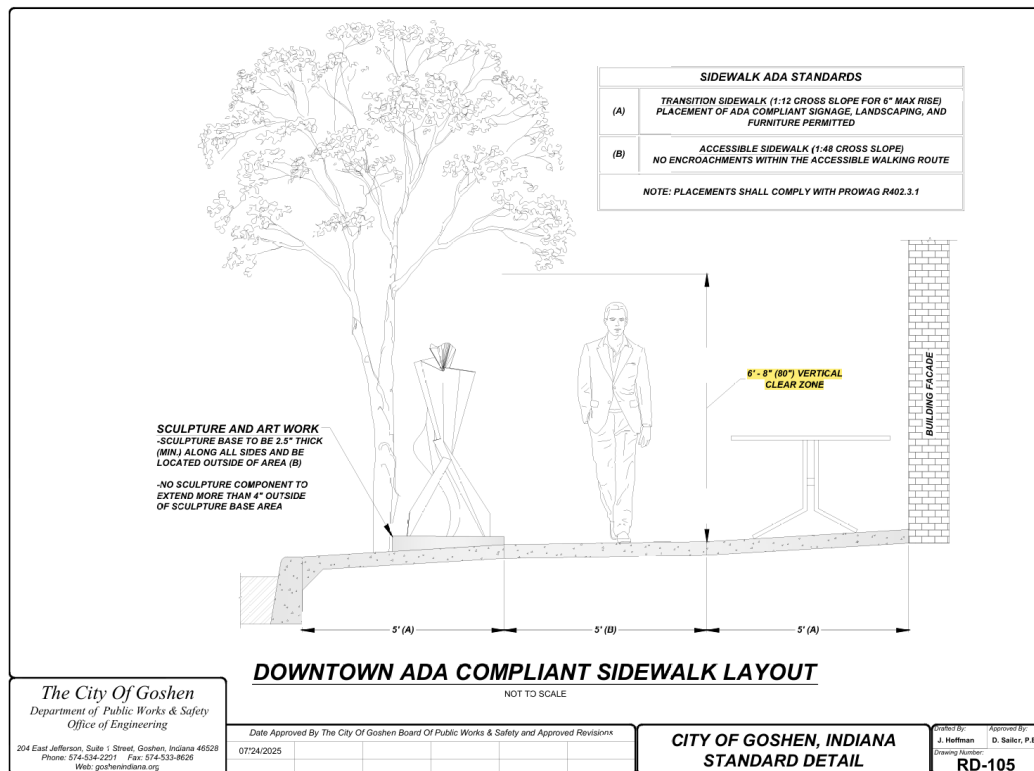
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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

On Mon, Aug 31, 2026 at 12:41 PM Minnick, Brad <bradminnick@goshencity.com wrote:

Stephanie –

Your proposed sign placement is consistent with Goshen Engineering's standards for vertical clearance.



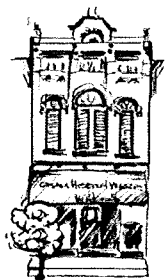
Additionally, in your written request to the Board of Works, please acknowledge the owner's intention to keep the sign in a condition of good repair and maintenance while committing to remove the encroachment in a timely fashion at the owner's cost, if necessary for the City to maintain and improve its right-of-way. I have Cc'd the Clerk-Treasurer, to alert him that the request will be forthcoming and that Engineering is in support of the sign installation.

Brad Minnick, P.E.

Civil Engineer

bradminnick@goshencity.com; Office (574) 534.2201





GOSHEN
Historical
SOCIETY

124 S. Main Street
Goshen, Indiana 46526
574.975.0033
museum@goshenhistorical.org
www.goshenhistorical.org

September 2, 2026

To: Goshen Board of Public Works and Safety

Cc: Goshen Street Department

Re: Closure of parking and sidewalk for façade painting

Custom Paint and Finish has scheduled the Goshen Historical Society Museum to complete a painting job of our front façade from September 21st to October 5th. They have estimated the job will take a week-and-a-half depending on the weather and should be done before Friday, October 1. They will be using a lift and we are requesting that three angle parking places in front of the museum at 124 S. Main Street and the sidewalk in front of the museum be closed to enable the work to be done. A copy of the work description and bid by Custom Paint and Finish is attached. Thank you for your consideration of our request.

Ron Hoke

Executive Director

ESTIMATE

Custom Paint and Finish LLC
831 Ridgeview Dr
Goshen, IN 46526

custompaintandfinish@gmail.com
+1 (574) 370-2646



Bill to

Goshen Historical Society
124 S. Main Street
Goshen, Indiana 46526

Ship to

Goshen Historical Society
124 S. Main Street
Goshen, Indiana 46526

Estimate details

Estimate no.: 1216

Estimate date: 03/13/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Painting	Pressure Wash, Prep, Spot Prime, Paint Front of Museum	1	\$5,000.00	\$5,000.00
2.	Painting	Lift Allowance	1	\$1,000.00	\$1,000.00
Total					\$6,000.00

Accepted date

Accepted by



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.goshen.in.gov

September 10, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2026-17 - Declaring Surplus and Authorizing the Disposal of IT Equipment

The City's Technology Department has identified various items of IT equipment that are no longer needed or are unfit for the purposes for which it was intended. The items have been determined to be worthless or to have no market value.

Resolution 2026-17 declares the identified IT equipment to be surplus property and authorizes its disposal in accordance with Indiana Code § 5-22-22-8. The property will be demolished or junked, with components recycled where possible.

Suggested Motion:

Move to pass Resolution 2026-17 - Declaring Surplus and Authorizing the Disposal of IT Equipment.

**Goshen Board of Public Works and Safety
Resolution 2026-17**

Declaring Surplus and Authorizing the Disposal of IT Equipment

WHEREAS City of Goshen Technology Department has identified personal property that is no longer needed or is unfit for the purposes for which it was intended, and wishes to dispose of the personal property.

WHEREAS the personal property has been determined to be worthless or have no market value.

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

1. The personal property set forth in Exhibit A is declared as surplus property, hereinafter collectively referred to as "Surplus Property."
2. City staff are authorized to dispose of the Surplus Property in accordance with Indiana Code § 5-22-22-8. The Surplus Property that is worthless or has no market value shall be demolished or junked, with components recycled where possible.

PASSED by the Goshen Board of Public Works and Safety on September 10, 2026.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

EXHIBIT A

Surplus Property - Resolution 2026-17

13 Flat Screen Monitors
1 Keyboard
4 Mice
1 set Speakers
4 Battery Backups
1 Foot Pedal for Transcription Device

Hard Drives

HDD -Seagate - W330EM2T

HDD - Western Digital - WMAYUD410697

Towers

Custom Build

Custom Build

Custom Build

Custom Build

Lenovo TS130 - Server - 1S110520UMJHXAER

B85M-HD3 - JU052K15001

Custom Build - JU05K15001

Lenovo 20U - MJHXAER

Laptops

HP Elitebook 810 - 2CE41117FZ

Lenovo Thinkbook - LR-43CX3-11/03

HP Elitebook 840 G1 - USH421ADNC

Dell Latitude 3380 - 4LXDYN2

HP EliteBook 840 - CNU4179SY5



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 • goshen.in.gov
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

September 10, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Settlement Agreement and Release

The City is a party to the pending litigation captioned *City of Goshen v. Ramirez*, Cause No. 20D05-1604-PL-105, which arises out of the City's acquisition of the property at 922 East Lincoln Avenue and the relocation of the former occupant's business. The City and the former property owner has negotiated terms of a resolution, and submit for the Board's approval a Settlement Agreement and Release that contains those terms. City staff requests that the Board of Public Works and Safety approve the Settlement Agreement and Release and authorize Mayor Leichty to execute the same.

Suggested Motion: Move to approve the Settlement Agreement and Release as presented, and authorize the Mayor to execute the Agreement.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is made and entered into effective as of the ____ day of _____, 2026, by and between Agustin Ramirez a/k/a Augustin Ramirez a/k/a Augustine Ramirez, and Maria Calderon (together, "Ramirez"), Ramirez's attorney, John William Davis, Jr., ("Davis") and the City of Goshen, Indiana (the "City"). Ramirez and the City are each referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City acquired the real property formerly occupied by the Ramirez business, commonly known as 922 East Lincoln Avenue, Goshen, Indiana (the "Property"), and Ramirez relocated the business from the Property (the "Relocation").

WHEREAS, disputes arose between the Parties concerning the compensation, expenses, and losses claimed by Ramirez in connection with the Relocation ("relocation expenses"), and Ramirez asserted claims against the City in the action captioned *City of Goshen, Indiana v. Agustin Ramirez a/k/a Augustin Ramirez a/k/a Augustine Ramirez, and Maria Calderon*, Cause No. 20D05-1604-PL-105, pending in Elkhart Superior Court No. 5 (the "Lawsuit").

WHEREAS, City disputes Ramirez' claims and denies that it owes any additional amount. The Parties nonetheless desire to fully and finally resolve the Lawsuit and all claims relating to the Relocation without further litigation, and solely to compromise disputed claims.

WHEREAS, Attorney for Ramirez, Davis has given a Notice of Equitable Charging Lien to the City and to Ramirez and filed the same with the Court.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The Parties acknowledge and agree that the foregoing Recitals are true and correct and are incorporated into this Agreement.

2. **Settlement Payment.**

2.1. The City will pay to Ramirez the total sum of Forty-Nine Thousand Seven Hundred Ninety-Eight and 05/100 Dollars (\$49,798.05) (the "Settlement Payment") in full and final settlement of the claims released in Sections 3 and 4.

2.2. The City will make the Settlement Payment within forty-five (45) days after the last to occur of (a) the full execution of this Agreement by all Parties and (b) the filing of the stipulation of dismissal described in Section 5. The Settlement Payment will be made by check payable to the Davis & Roose Trust Account for the benefit of Ramirez and Davis and delivered to Ramirez' counsel.

3. **Release by Ramirez.** Ramirez, on behalf of themselves and their respective heirs, personal representatives, successors, and assigns, fully and finally release, acquit, and forever discharge the City of Goshen, Indiana, and each of its respective past and present officials, officers, council, commission, and board members, employees, agents, insurers, and attorneys (collectively, the "Released Parties"), from any and all claims, demands, causes of action, damages, costs, expenses, and liabilities of every kind and nature whatsoever, whether known or unknown, fixed or contingent, at law or in equity, that Ramirez have or may have against the Released Parties for or relating to relocation expenses, moving expenses, direct losses, business-related losses, compensation, and attorney fees arising out of or relating to the Relocation, including all such claims that were or could have been asserted in the Lawsuit. Nothing in this Section releases any obligation created by this Agreement.

4. **Release by Davis.** Davis, on behalf of himself and his heirs, personal representatives, successors, and assigns, fully and finally releases, acquits, and forever discharges the City of Goshen, Indiana, and each of its respective past and present officials, officers, council, commission, and board members, employees, agents, insurers, and attorneys (collectively, the "Released Parties"), from any and all claims, demands, causes of action, damages, costs, expenses, and liabilities of every kind and nature whatsoever, whether known or unknown, fixed or contingent, at law or in equity, that Davis has or may have against the Released Parties for or relating to his notice of Equitable Charging Lien for Attorney's Fees, including all such claims that were or could have been asserted in the Lawsuit. Nothing in this Section releases any obligation created by this Agreement.

5. **Dismissal with Prejudice.** Promptly after full execution of this Agreement, the Parties will execute and file a stipulation of dismissal of the Lawsuit with prejudice. Each Party will bear its own attorney fees and costs incurred in the Lawsuit.
6. **No Admission of Liability.** This Agreement is a compromise of disputed claims. Neither the execution of this Agreement nor the Settlement Payment is, or may be, construed as an admission of liability or wrongdoing by any Party, all of which are expressly denied.
7. **Tax Matters.** City will make Settlement Payment without withholding. Ramirez are solely responsible for the payment of any and all taxes owed on the Settlement Payment and will indemnify and hold the Released Parties harmless from any tax liability, interest, or penalty arising from the Settlement Payment. City may issue a Form 1099 or other information return but only as required by law; Ramirez previously provided completed IRS Forms W-9 in connection with City's acquisition of real property from Ramirez; city acknowledges that under 42 U.S.C. § 4636, as interpreted by PLR-130280-15, payments for relocation expenses are not considered income for purposes of USC Title 26 or included by Ramirez in gross income under 26 USC § 61.
8. **Necessary Parties.** Ramirez represent and warrant that all persons and entities holding or claiming any interest in the claims released by this Agreement, including any interest arising from any business through which Ramirez operated, are Parties to this Agreement and have executed it, and that no other person or entity is necessary to fully and finally release those claims.
9. **Sufficiency of Consideration.** The Parties acknowledge that full and sufficient consideration exists for their execution of this Agreement, and each Party waives any defense of lack, failure, or inadequacy of consideration.
10. **Representations; No Reliance.** Each person signing this Agreement represents that he, she, or it has full authority to do so. Ramirez represents that they have not assigned or transferred any released claim. Each party has relied fully on its own judgment and the advice of its own counsel in entering into this Agreement, and not on any representation, promise, or statement of any other Party that is not set forth in this Agreement.
11. **Attorney Fees.** If any action or proceeding is brought to enforce or arising out of this Agreement, the prevailing party is entitled to recover from the unsuccessful party its reasonable attorney fees, costs, and expenses incurred in connection with that action or proceeding, in addition to any other relief awarded.

12. **Governing Law; Exclusive Venue.** This Agreement is governed by the laws of the State of Indiana. Any suit, action, or proceeding arising out of or relating to this Agreement must be filed and maintained in a state court in Elkhart County, Indiana, and

each Party consents to the jurisdiction of that court and waives any objection to venue or any claim that the forum is improper.

13. **Entire Agreement; Amendment.** This Agreement contains the entire agreement between the Parties regarding its subject matter and supersedes all prior negotiations, understandings, and agreements relating to that subject matter. This Agreement may be amended only by a writing signed by all Parties.
14. **Counterparts.** This Agreement may be executed in counterparts, and electronic or scanned signatures will have the same effect as original signatures. Each counterpart is an original, and all counterparts together constitute one and the same agreement.
15. **Severability.** If any provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect and will not be affected or impaired, and this Agreement will be construed as if the invalid provisions were omitted.
16. **Construction.** Each Party and its counsel have reviewed this Agreement, and any rule of construction providing that ambiguities are resolved against the drafting Party will not be employed in interpreting this Agreement.
17. **No Waiver.** No delay or failure to exercise any right or remedy under this Agreement operates as a waiver of that right or remedy, and no single waiver of any breach is a waiver of any other or later breach.
18. **Voluntary Agreement.** Each Party has read this Agreement, understands it, and signs it voluntarily.

IN WITNESS WHEREOF, the Parties execute this Agreement effective as of the date first written above.

City of Goshen, Indiana, by and through **Agustin Ramirez a/k/a Augustin
its Board of Public Works and Safety Ramirez a/k/a Augustine Ramirez**

Gina M. Leichty, Mayor

Agustin Ramirez

Maria Calderon

Maria Calderon

John William Davis, Jr.

John William Davis, Jr.



CITY OF GOSHEN LEGAL DEPARTMENT

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September 10, 2026

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Service Site Organization Agreement with Michiana Council of Governments for AmeriCorps at MACOG Program

It is recommended that the Board approve and authorize the Mayor to execute the attached Service Site Organization Agreement with Michiana Council of Governments (MACOG) for AmeriCorps at MACOG Program. Under this Agreement, MACOG will assign five (5) full-time AmeriCorps Volunteers to the City for the 2026-2027 program year. The City will pay MACOG \$15,000 per member service year for each full-time AmeriCorps Volunteer, or a total of \$75,000 for the five (5) full-time AmeriCorps Volunteers.

Suggested Motion:

Approve and authorize the Mayor to execute the Service Site Organization Agreement with Michiana Council of Governments for AmeriCorps at MACOG Program.

AmeriCorps at MACOG

SERVICE SITE ORGANIZATION AGREEMENT

This agreement is entered into for the Program Year 2026 – 2027, between the Service Site Organization: City of Goshen, Indiana, (hereafter referred to as “the Organization”) and Michiana Area Council of Governments (MACOG), administering the AmeriCorps at MACOG Program (hereafter referred to as “the Program”).

I. Terms of the Contract

- A. AmeriCorps Volunteers will begin service on or after September 1, 2026 and complete the required number of service and training hours no later than August 31, 2027 as shown in the chart below.

AmeriCorps Volunteer Type	MSY (Member Service Year)	Total Number of Hours	Minimum number of training hours (12%)	Maximum number of training hours (20%)	Maximum number of fundraising hours (10%)
Full-time	1.0	1700	204	340	170
Three Quarter Time	0.7	1200	144	240	120
Half-Time	0.5	900	108	180	90
Reduced Half-time	0.38	675	81	135	67.5
Quarter-Time	0.26	450	54	90	45
Minimum Time	0.21	300	36	60	30

II. Program Role and Responsibilities

MACOG will:

- A. Pay AmeriCorps Volunteers’ living allowances on a bi-weekly schedule.
- B. Serve as the primary provider of training and technical assistance for AmeriCorps Volunteers throughout the program year. Such assistance includes:
1. Recruit AmeriCorps Volunteers for placement at the Service Site; Service Sites will share the cost of advertising in newspapers for applicants.
 2. Perform criminal background checks on all AmeriCorps Volunteers.
 3. Develop and implement training sessions, AmeriCorps Volunteer meetings, and community service projects, and coordinate with the Serve Indiana and Indiana AmeriCorps Director Association for statewide events;
 4. Conduct Service Site visits with the Program Director at a minimum annually;
 5. Provide service gear for AmeriCorps Volunteers; and

6. Provide other support and assistance as needed to Service Sites and AmeriCorps Volunteers.
- C. Provide an AmeriCorps orientation for AmeriCorps Volunteers and Service Site staff. Participants will receive information and training on:
 1. Instruction on time and activity reporting, and other documentation on AmeriCorps and Program personnel policies and grievance procedures;
 2. The AmeriCorps and the National Service movement and the Program operation, goals and objectives; and
 3. Supervision of AmeriCorps Volunteers.
 - D. Develop and distribute forms for the effective evaluation and continuous improvement of the Program, including time and activity reports, monthly, semi-annual and annual reports, Volunteer evaluations, and training session evaluations.
 - E. Maintain and update AmeriCorps Volunteer service records including logs of hours served and training hours, and all enrollment, eligibility, Volunteer agreements, status changes and exit forms as required by the Corporation for National Service.
 - F. Provide accounting and fiscal management services.

III. Service Site Roles and Responsibilities

The Organization agrees to:

- A. Serve as a Service Site for one or more AmeriCorps Volunteers. Specifically, five (5) full-time AmeriCorps Volunteers will be assigned to Organization for 2026-2027.
- B. Provide full and complete supervision for the AmeriCorps Volunteer(s) assigned in accordance with its own policies and procedures and the policies and procedures of the AmeriCorps at MACOG program and AmeriCorps (CNCS). Supervision includes developing a service plan at the beginning of the program year that clearly defines the number of hours of service to be assigned each week and dates the Service Site will be closed because of holidays or vacations. If the hours to be served will vary because of different programming for the school year and for the summer, this should also be included in the work plan. Each AmeriCorps Volunteer should receive a copy of the plan and a copy should also be submitted to the Program Director to include in AmeriCorps Volunteer files.

If the Service Site is not able to provide enough hours for the AmeriCorps Volunteer to complete the required AmeriCorps terms of service, the Program Director should be informed and consulted about secondary sites where the AmeriCorps Volunteer can serve to fulfill requirements.

- C. Participate in all planning, training, evaluation and reporting activities required by the Program to meet the requirements as a grantee of the AmeriCorps Service Site Agreement.
- D. Complete mid-year and year end evaluations of the Organization's assigned AmeriCorps Volunteer(s), verifying the accuracy of AmeriCorps Volunteer time and activity reports and monthly reports, and ensuring timely submission of these reports to the Program Director.

- E. Submit time sheets the week after the completion of each pay period and the monthly reports are due the week following the end of each month.
- F. Oversee and assist AmeriCorps Volunteers in timely completion of pre- and post-tests and participant surveys, and to tabulate the results at the end of the program year. Results should then be forwarded to the Program Director.
Failure to meet obligations as a Service Site can lead to termination of service by AmeriCorps Volunteers to the Organization.
- G. Allow AmeriCorps Volunteers time off from their Service Site responsibilities to attend the required meetings and training sessions scheduled by the Program which meet the AmeriCorps Volunteer Development Performance Measures described in the grant.
- H. Allow AmeriCorps Volunteers to participate in the Program's community service projects, to meet the capacity building objectives described in the grant and allow AmeriCorps Volunteers to attend the statewide AmeriCorps Volunteer events.
- I. Pay MACOG those moneys necessary to meet the Program's Service Site Fee for agreed costs as they may apply to the AmeriCorps Volunteer(s) serving the organization. The Service Site Fee for 2026-2027 is \$15,000 per MSY (Member Service Year) for each full-time AmeriCorps Volunteer. **Federal dollars cannot be used as the source for the cash match.** The total amount due to MACOG is \$75,000 for five (5) full-time AmeriCorps Volunteers assigned to Organization.
- J. Provide insurance coverage necessary to protect the Organization and the AmeriCorps Volunteer(s) serving it from liability claims and errors and omissions related to service to the Organization. Workmen's Compensation coverage will be provided for AmeriCorps Volunteers through the policies of the Program (fiscal agent).
- K. Provide the first recourse to the AmeriCorps Volunteer(s) assigned to it for resolution of disputes or grievances related to service with the organization. Cooperate with grievance procedures in AmeriCorps Volunteer Agreements between a AmeriCorps Volunteer assigned to the Service Site and MACOG.

Whenever a problem develops related to an AmeriCorps Volunteer's job performance, the Service Site supervisor should address performance concerns with the AmeriCorps Volunteer. If the performance doesn't improve, the supervisor should provide the AmeriCorps Volunteer and the AmeriCorps Program Director with a written statement specifying necessary areas of improvement. If performance doesn't improve, the Program Director should be consulted and meet with the supervisor and the AmeriCorps Volunteer to resolve the issues. A written statement describing the areas of improvement needed and a setting a probationary period should be signed by all parties. The Service Site should also determine if staff can help the AmeriCorps Volunteer to improve performance through additional training, instruction or support. At the end of the probationary period a meeting with the AmeriCorps Volunteer should be set to evaluate performance and if there is no evidence of improvement a decision will be made whether to extend the probationary period, or to terminate the AmeriCorps Volunteer's placement at that Service Site.

- L. Act at all times in accordance with all applicable state and federal laws and regulations pertaining to AmeriCorps (including the Drug Free Workplace Act) and agrees not to ask

AmeriCorps Volunteers to participate in activities prohibited for AmeriCorps Volunteers. Prohibited activities include:

1. In general, performing or assisting in the Organization's fund-raising activities; however AmeriCorps Volunteers may receive direct service credit hours for activities related to fundraising, but only to the extent that those activities satisfy all five of the following:
 - a) Provide immediate and direct support to a specific and direct service activity;
 - b) Fall within the Program's approved direct service objectives;
 - c) Are not the primary activity of the Program;
 - d) Do not involve financial campaigns, endowment drives, solicitation of gifts and bequests, or similar activities designed for the sole purpose of raising capital or obtaining financial contributions for the Organization; and
 - e) Do not involve significant amounts of time for any AmeriCorps Volunteer.
2. Performing or assisting in grant writing except as indicated in the Section V of this Agreement.
3. Performing clerical or receptionist duties;
4. Any effort to influence legislation;
5. Organizing or participating in protests, petitions, boycotts or strikes;
6. Assisting, promoting, or deterring union organizing; Impairing existing contracts for services or collective bargaining agreements;
7. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any political office;
8. Participating in or endorsing, events or activities which are likely to include advocacy for or against political platforms, political candidates, proposed legislation or elected officials;
9. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious education or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing.
10. Providing a direct benefit to (1) a business organized for profit, (2) a labor union, (3) a partisan political organization, (4) a non profit organization that fails to comply with the restrictions contained in Sec. 501(c) of the Internal Revenue Code of 1986, and (5) an organization engaged in the religious activities described above, unless AmeriCorps (CNCS) assistance is not used to support those religious activities;
11. Discriminating against any person because of age, race, religion, color, disability, sex, marital status, physical condition, arrest or conviction record, drug abuse, alcohol abuse or alcoholism, developmental disability as defined in s. 51.01(5), sexual orientation, ancestry, or national origin; and
12. The manufacture, distribution, dispensation, possession, or use of a controlled substance.

M. Abide by the AmeriCorps Provision 33 (c) regarding non-displacement as if the "Grantee" referred to therein were the Service Site. The prohibitions are as follows:

1. **Prohibition on displacing an employee or position.** The Grantee may not displace an employee or position, including partial displacement such as

reduction in hours, wages or employment benefits, as a result of the use by such employer of an AmeriCorps Volunteer in a Program or project.

2. **Prohibition on selecting an employee for participation.** The grantee may not select an AmeriCorps Volunteer who is employed by the Grantee or who was employed by the Grantee in the previous six months, unless AmeriCorps (CNCS) waives this requirement upon sufficient demonstration of non-displacement.
3. **Prohibition on promotional infringement.** The grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.
4. **Prohibition on displacing employee services, duties or activities.** An AmeriCorps Volunteer in a Program or project may not perform any services or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.
5. **Prohibition on supplanting, hiring or infringing on recall rights.** An AmeriCorps Volunteer in a Program or project may not perform any services or duties or engage in activities, that:
 - a) Will supplant the hiring of employed workers; or
 - b) Are the services, duties or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. **Other prohibitions.** An AmeriCorps Volunteer in a Program or project may not perform services or duties that have been performed by or were assigned to any:
 - a) Presently employed worker;
 - b) Employee who recently resigned or was discharged;
 - c) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - d) Employee who is on leave (terminal, temporary, vacation, emergency or sick); or
 - e) Employee who is on strike or is being locked out.

- N. No fewer than 12% and no more than 20% of the aggregate of all AmeriCorps Volunteer service hours in a Program may be spent in education, training or other non-direct activities.

IV. Standards of Service

AmeriCorps Volunteers are expected to conduct themselves and their affairs in a manner that is honest, ethical, and which brings good credit to themselves, the organization they serve, and AmeriCorps. Their service can be terminated for cause, or suspended if they engage in activities in section III (L), above, or in activities that bring discredit to the AmeriCorps program or the organization they serve, if their performance does not meet acceptable standards of the organization being served, or if they fail to meet their obligations to support activities of the AmeriCorps at MACOG Program. The Service Site and the supervisor are expected to provide oversight concerning such matters for the AmeriCorps Volunteer(s) assigned, and to be in immediate contact with the Program Director when there is any question concerning AmeriCorps Volunteer performance or conduct.

V. Fund Raising

A. Approved AmeriCorps Volunteer Activities. AmeriCorps Volunteers may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs. Examples of fund-raising activities AmeriCorps Volunteers may perform include, but are not limited to the following:

- Seeking donations of books from companies and individuals for a program in which volunteers tutor children to read.
- Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
- Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.
- Securing financial resources from the community to assist a faith-based or community-based organization in launching or expanding a program that provides social services to the AmeriCorps Volunteers of the community and is delivered, in whole or in part, through the AmeriCorps Volunteers of the faith-based organization.
- Seeking a donation from alumni of the program for specific service projects being performed by current AmeriCorps Volunteers.

B. Prohibited Volunteer Activities. An AmeriCorps Volunteer's service activities may not include the following:

- Raising funds for his or her living allowance.
- Raising funds for an Organization's operating expenses or endowment.
- Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service.
- Writing grant applications for funding provided by any other federal agencies.

Fundraising activities that are allowable under this Agreement may not exceed 10% of an AmeriCorps Volunteer's service time.

VI. Grievance Procedure

Grievance procedures have been established by the AmeriCorps program to resolve disputes involving AmeriCorps Volunteers, labor unions, and any other interested individual concerning the AmeriCorps program. If a grievance is filed regarding a proposed placement of a participant such placement must not be made unless the placement is consistent with the resolution of the grievance.

Pre-Complaint Process

In general, all aggrieved parties such as Volunteers, applicants, or any other interested parties should attempt to resolve any problems or disputes with the other party on a one-to-one basis.

In the event that informal efforts to resolve disputes are unsuccessful, the aggrieved party may request that the program provide an Alternative Dispute Resolution process (ADR) such as mediation or facilitation to resolve the dispute. ADR proceedings must be initiated within 45 calendar days of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forgo filing a grievance on the matter under consideration.

If mediation, facilitation, or other ADR processes are selected, the process must be aided by a neutral party who may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence do not apply. Apart from a written and agreed-upon dispute resolution agreement, the proceedings must be confidential. If the matter is not resolved within 30 calendar days from the date the ADR began, the neutral party must inform the aggrieving party of

the right to file a grievance. In the event an aggrieving party files a grievance, the neutral party may not participate in the formal complaint process, and no communications or proceedings from the ADR may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

Formal Complaint Process

The aggrieved party may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The aggrieved party should make a written request for a hearing to:

Amber Werner, AmeriCorps Program Director
Michiana Area Council of Governments

The address is:

227 W Jefferson Blvd, Suite 1120
South Bend, IN 46601
awerner@macog.com

In the event that the grievance is against the individual listed above, the aggrieved party should make a written request for a hearing to:

James Turnwald, Executive Director
Michiana Area Council of Governments
227 W Jefferson Blvd, Suite 1120
South Bend, IN 46601
jturnwald@macog.com

Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year after the date of the alleged occurrence. The hearing must be conducted no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after the filing. The person conducting the grievance hearing may not have participated in any previous decisions concerning the issue in dispute.

Arbitration

An aggrieved party may request binding arbitration if a grievance hearing decision is averse to the aggrieved party or if no decision has been reached within 60 days of the filing of the grievance. The arbitrator must be independent of the interested parties and the interested parties must jointly select the arbitrator. If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the disputing parties, the AmeriCorps' Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators. An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment. A decision must be made by the arbitrator no later than 30 calendar days after the date arbitration commences. The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the state or local applicant that is party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

Suspension of placement

If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.

Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include:

1. Prohibition of a placement of a participant
2. In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—
3. Reinstatement of the employee to the position he or she held prior to the displacement;
4. Payment of lost wages and benefits;
5. Re-establishment of other relevant terms, conditions and privileges of employment;
6. Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole.

The Corporation may suspend or terminate payments for assistance under this chapter. A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

VII. Authorization

The Service Site Organization and MACOG hereby acknowledge by their signatures that they have read, understood, and agreed to the terms of this document.

For the Service Site Organization:

Authorized Signature: _____ Date: September 10, 2026

Printed Name: Gina M. Leichty Title: Mayor

For MACOG:

Authorized Signature: _____ Date: _____

Printed Name: James Turnwald Title: Executive Director



**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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **COMMUNITY CROSSINGS MATCHING GRANT (CCMG) 2027
FINANCIAL COMMITMENT LETTER (JN: 2026-0002)**

DATE: September 10, 2026

The City of Goshen is preparing to apply for the Community Crossings Matching Grant Fund through INDOT in which we can be awarded up to \$1,000,000. To be eligible for the CCMG application, a Financial Commitment Letter must be signed by Mayor Gina Leichty and submitted with the application, stating that Goshen will meet the financial match requested in the amount of \$1,000,000.

Requested Motion: Move to approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT during CCMG application.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



GINA M. LEICHTY
Mayor of Goshen, Indiana
City Hall • 202 South Fifth Street, Suite 1 • Goshen, IN 46528-3714
mayor@goshencity.com • goshenindiana.org
(574) 533-9322

September 10, 2026

Kathy Eaton-McKalip
Director of Local Programs
100 N. Senate Ave.
Indianapolis, IN 46204

**RE: COMMUNITY CROSSINGS MATCHING GRAND FUND 2027 FINANCIAL COMMITMENT
CITY OF GOSHEN (JN: 2026-0002)**

Dear Mrs. McKalip,

This letter confirms the City of Goshen's financial commitment for our Community Crossings application. We plan to utilize funding from an approved source to provide the local match for the projects application #15541. We expect our local share of the costs for application #15541 to be \$1,000,000.00 and we have the local funding available to provide this match.

Sincerely,

Gina M. Leichty
Mayor of the City of Goshen



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE PHASE I – ROAD CLOSURE FOR NIPSCO GAS
DES NO. 1900739, DES NO. 2101631, DES NO. 2501041 (JN: 2019-0022)**

DATE: September 10, 2026

NIPSCO Gas has requested to close College Avenue to through traffic from Lincolnway East / US 33 east to Century Drive on Saturday, September 12 until Monday, September 14, 2026. There will be a full road closure just west of the drive for 2132 – 2138 College Avenue.

NIPSCO Gas is requesting this closure in order to relocate a gas main crossing under College Avenue, as part of the College Avenue, Phase I roadway reconstruction project. The traffic control plan is attached.

Requested motion: Move to approve the closure of College Avenue from Lincolnway East / US 33 east to Century Drive from Saturday, September 12, until Monday, September 14, 2026.

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

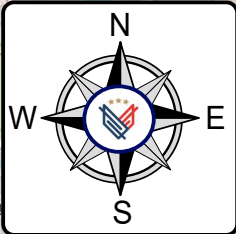
Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



SUMMARY

- 13 - Road Work Ahead
- 2 - Road Closed Ahead
- 1 - Center Lane Closed Ahead
- 2 - Turn Lane Closed Ahead
- 3 - Detour Ahead
- 1 - Use Both Lanes (Dbl Down)
- 2 - Flagger Symbol
- 9 - T-III Road Closed TTT
(w/ 1L Detour)
- 3 - T-III Road Closed
(w/ 1R Detour)
- 6 - T-III Plain
- 16 - Detour (4R 5L 5S 2E)
- 25 - Channelizers
- 4 - Variable Message Board
- 3 - Flaggers w/ Radios



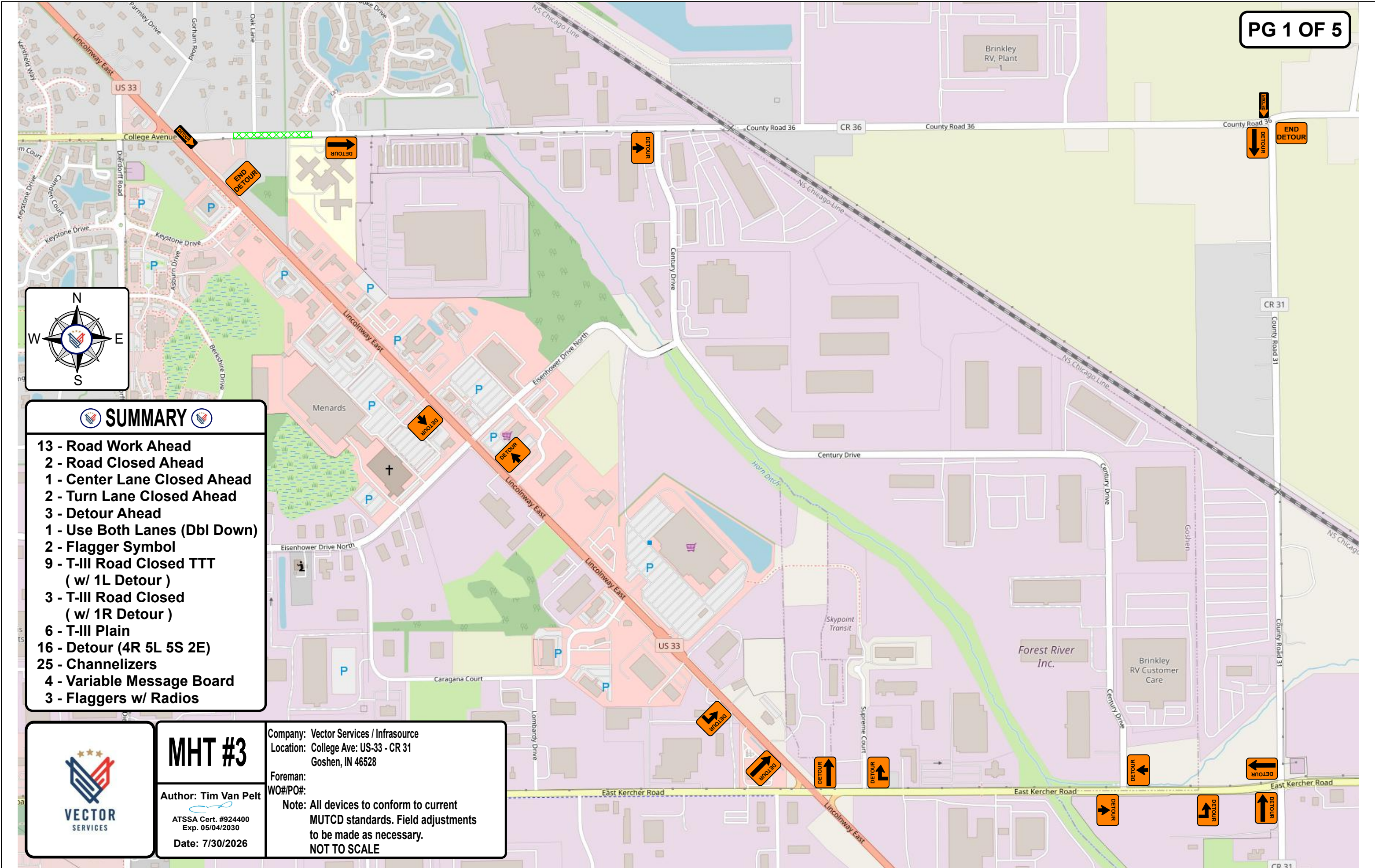
MHT #3

Author: Tim Van Pelt
ATSSA Cert. #924400
Exp. 05/04/2030
Date: 7/30/2026

Company: Vector Services / Infrsource
Location: College Ave: US-33 - CR 31
Goshen, IN 46528

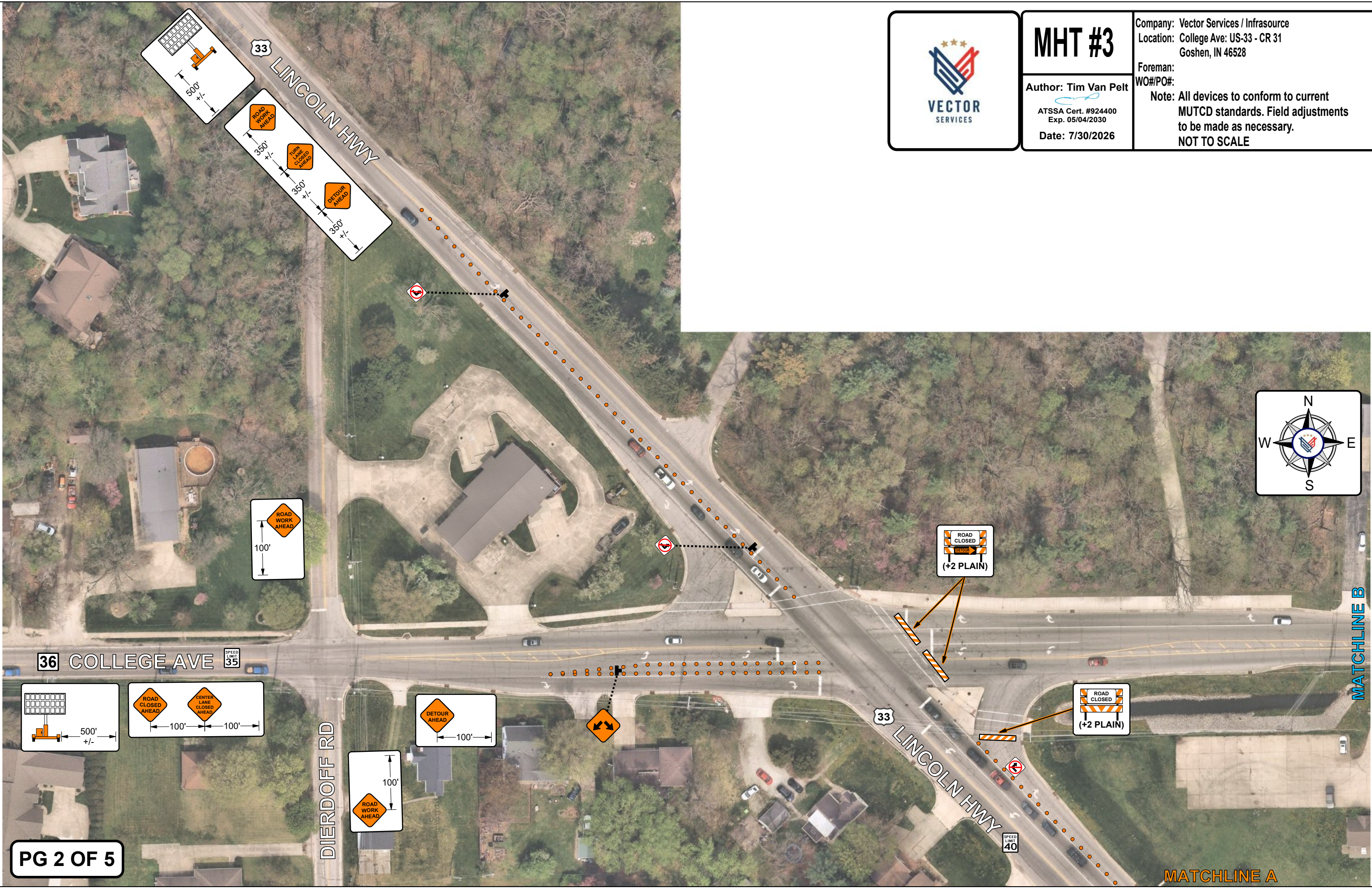
Foreman:
WO#/PO#:

Note: All devices to conform to current
MUTCD standards. Field adjustments
to be made as necessary.
NOT TO SCALE





MHT #3	Company: Vector Services / Infrsource
	Location: College Ave: US-33 - CR 31 Goshen, IN 46528
	Foreman:
	WO#/PO#:
Author: Tim Van Pelt	Note: All devices to conform to current MUTCD standards. Field adjustments to be made as necessary. NOT TO SCALE
ATSSA Cert. #924400 Exp. 05/04/2030	
Date: 7/30/2026	



MATCHLINE A



MHT #3

Author: Tim Van Pelt

ATSSA Cert. #924400
Exp. 05/04/2030

Date: 7/30/2026

Company: Vector Services / Infrsource

Location: College Ave: US-33 - CR 31
Goshen, IN 46528

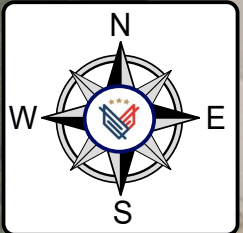
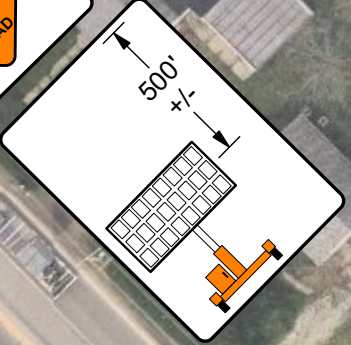
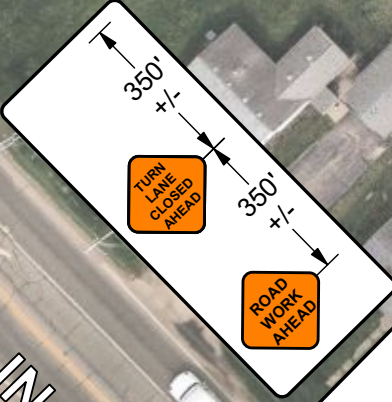
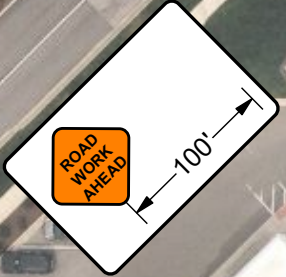
Foreman:
WO#/PO#:

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NOT TO SCALE

KEYSTONE DR

33

LINCOLN HWY

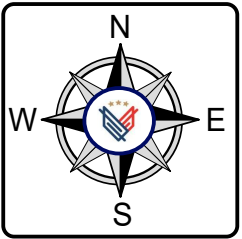
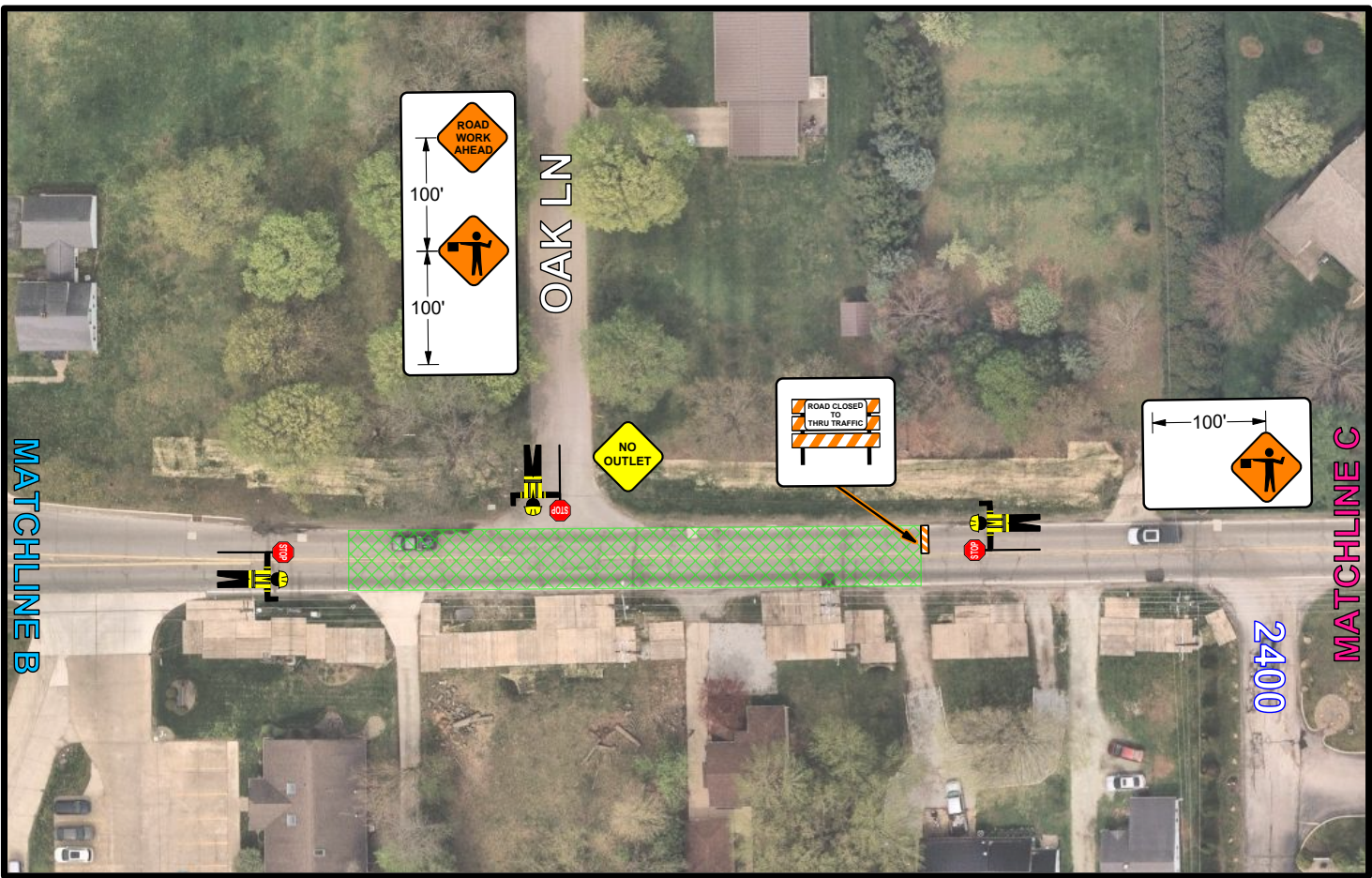




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