



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., OCTOBER 8, 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 24, 2026 meeting

Approval of Agenda

- 1) Lorrie & Michael Willits request:** Approve a City water service connection to 1009 Chicago Avenue, an accessory structure to 1005 Chicago Avenue
- 2) Underground Vintage request:** Approve the use of the sidewalk and three parking spaces in front of the store, at 211 South Main Street, 6-9 p.m., on Friday, Oct. 23, 2026 for a showcase of fashion and Halloween-inspired looks
- 3) Legal Department:** Approve and authorize Mayor Leichty to execute the Amendment with Dixon Engineering, Inc. for \$2,500 in necessary services which were performed during the course of work per the Agreement for the Clinton Elevated Water Tower
- 4) Planning & Zoning Department request:** Approve and authorize the Mayor to sign the CBDO and CDBG agreements for the Public Services and Housing Activities for Program Year 2026
- 5) Engineering Department request:** Approve Change Order No. 1 for the Community Sidewalk Improvement & 50/50 Project for the time extension of 14 days.
- 6) Engineering Department request:** Approve the weekend closure of College Avenue, from Lincolnway East / US 33 east to Century Drive, from Saturday, Oct. 10 until Monday, October 12, or from Saturday, Oct. 17, until Monday, Oct. 19
- 7) Engineering Department request:** Review the 2026 Bridge Inspections Report for the City of Goshen by DLZ Indiana, LLC (*approval of report is scheduled for Oct. 29, 2026*)
(**The report can be viewed at:** B:\Engineering\BOW\2026\2026.10.8\2026.10.08 BOW Memo - Review Draft Report of Bridge Inspections.pdf)

Privilege of the Floor



REVIEW/COMPLIANCE HEARINGS FOR BUILDING COMMISSIONER ORDERS

4:00 p.m., OCTOBER 8, 2026

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

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

8) Public Nuisance/Unsafe Building hearing on Building Commissioner Order: 711 East Jefferson Street for public nuisance conditions, an inoperable vehicle and an unsafe building (garage) on the property (D.L. Strycker, property owner)

9) Public Nuisance/Unsafe Building hearing on Building Commissioner Order: 517/519 New York Street for public nuisance conditions and residential structures needing repairs (Unique Property Leasing, LLC, property owners)

Approval of Civil City and Utility Claims

Adjournment



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE SEPTEMBER 24, 2026 REGULAR MEETING
Convened in the Goshen Police Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Orv Myers, Mary Nichols and Barb Swartley

Absent: Mike Landis

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 Sept. 17, 2026 meeting as prepared by Clerk-Treasurer Richard R. Aguirre. Board member Barb Swartley made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with added item #20, *Legal Department request: Approve and authorize the Mayor to execute an agreement with Lawns and More for the installation of Christmas wreaths in downtown Goshen.* Board member Swartley made a motion to approve the agenda as amended. Board member Nichols seconded the motion. The motion passed 4-0.

1) Police/Legal Departments request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Spencer Macoie Brubacher, dated March 17, 2026, to serve as a Probationary Patrol Officer

City Attorney Bodie Stegelmann said a conditional offer of employment was extended on behalf of the Board to Spencer Macoie Brubacher for employment with the Goshen Police Department, and a Conditional Offer of Employment agreement was entered into on March 17, 2026.

Stegelmann recommended that the Board approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement.

Swartley/Nichols made a motion to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Spencer Macoie Brubacher, dated March 17, 2026. The motion passed 4-0.

2) Police Department request: Approve the hiring of Spencer Macoie Brubacher as a Probationary Police Officer, retroactive to Friday, Sept. 18, 2026

Goshen Police Chief Andy Stephenson asked the Board to approve the hiring of Spencer Macoie Brubacher as a Probationary Police Officer, retroactive to Friday, Sept. 18, 2026.

Chief Stephenson said Officer Brubacher successfully completed the hiring process and was approved by the local and state pension boards. He added, "We are excited for him to begin serving the residents of the City of Goshen."

Swartley/Nichols made a motion to approve the hiring of Spencer Brubacher as a Probationary Police Officer, effective Friday, Sept. 18, 2026. The motion passed 4-0.

After approval, Mayor Leichty swore in Spencer Macoie Brubacher as a Probationary Patrol Officer.

3) Legal Departments request: Approve Resolution 2026-19, Approving Revised City of Goshen Police Department Policies and Repealing Certain Policies, effective Oct. 1, 2026

City Attorney Bodie Stegelmann said the Board previously approved City of Goshen Police Department policies developed in coordination with Lexipol, LLC. He said the Police Department and Lexipol LLC staff identified certain revisions to existing policies deemed appropriate due to legislative or other changed circumstances.



Stegelmann said after approval of Resolution 2026-19, the revised policies would be inserted into the Policy Manual in final form. **According to Resolution 2026-19:**

- On Dec.7, 2020, the Board of Public Works and Safety approved an agreement with Lexipol LLC to review, revise, and keep up to date the City of Goshen Police Department's policies.
- The Board has previously approved Police Department policies developed and suggested by Lexipol LLC, as well as revisions thereto.
- The last revision of the City of Goshen Police Department Policies has a copyright by Lexipol LLC of 2025/09/05.
- As part of the process of keeping its policies up to date, the Police Department and Lexipol LLC staff have identified certain revisions to existing policies deemed appropriate due to legislative changes or other changed circumstances; and
- The Board of Public Works and Safety finds that it is appropriate to approve certain revised policies identified below, as Resolution 2026-19 to repeal policies previously approved.

After the adoption of Resolution 2026-19, the following Goshen Police Department policies would be revised, effective Oct. 1, 2026:

208 – LETB Uniform Statewide Defensive Tactics Training Program

410 – Emergency Detentions

414 – Immigration Violations

426 – Homeless Persons

504 – Operating While Intoxicated

802 – Records Maintenance and Release

805 – CJIS Access, Maintenance, and Security

900 – Temporary Custody of Adults

1000 – Recruitment and Selection

Further, upon the approval of the above-described Goshen Police Department policies, the corresponding current policies would be repealed, effective Oct.1, 2026, and replaced with the new versions.

Swartley/Nichols made a motion to approve Resolution 2026-19, Approving Revised City of Goshen Police Department Policies and Repealing Certain Policies, effective Oct. 1, 2026. The motion passed 4-0.

4) Eric and Kimberly Kurtz request: Approve a request for a connection to City water and sewer service for an accessory building at 201 North 22nd Street

Dale Klaasen, a contractor for Erin and Kimberly Kurtz, said the Kurtzes want to convert a storage shed into living space by adding a kitchen and bathroom to the building. To do so, he request permission to connect the accessory building to City sewer service outside and City water inside the home.

In his letter to the Board, **Klaassen** wrote that the Kurtzes, who live at 201 North 22nd Street, want to use the new living space for guests, and possibly for future use by their disabled son. He added that “there really is no possibility that this space could be divided out in the future.”

City Assistant Planning & Zoning Administrator Rossa Deegan said the request to allow an accessory building was approved Tuesday by the City Board of Zoning Appeals. He said it was approved with the stipulation that the owners make a commitment that the buildings will not be sold separately.

City Director of Public Works & Utilities Dustin Sailor said the Engineering Department reviewed this plan with the property owner and the contractor. He asked that the approval include the condition that the home and accessory building be kept together and if ever sold separately, each would need its own water and sewer service.

City Building Commissioner Myron Grise said that if approved “we just need to make sure that it is brought up to the 2020 building code. Most garages are nowhere near that ... I just want to remind them that needs to be done.”



Klassen responded that the shed is well built and has a good foundation. He added that the bathroom addition will have the correct footing and would be built according to code.

Swartley/Nichols made a motion to approve the request for a connection to City water and sewer service for an accessory building at 201 North 22nd Street with the stipulations that the building be brought up to current building codes, and then the properties can never be sold separately. The motion passed 4-0.

5) Shanklin Millrace neighborhood request: Approve the closure of the northern half of the 700 Block of Emerson Street, from West Douglas Street to the alleyway between Douglas and Garfield, from 9 a.m. to 2 p.m. on Oct. 3, 2026 for the annual block party

Emma Conrad, a resident of the Shanklin Millrace neighborhood, asked the Board for permission to close the northern half of the 700 block of Anderson Street for a block party. She said, "We did this last year. We had pretty good success with it. Attendance was really great and we'd like to do it again this year. Same as last year."

Conrad indicated that the block party would take place from 11 a.m. to 1 p.m. Set up would begin roughly two hours before the start time and likely take up to two hours to clean up and remove the barriers. She requested a closure from 9 a.m. to 3 p.m. on October 3, 2026.

Swartley/Nichols made a motion to approve the closure of the northern half of the 700 block of Emerson Street, from West Douglas Street to the alleyway between Douglas and Garfield, from 9 a.m. to 3 p.m. on Oct. 3, 2026, for the annual neighborhood block party. The motion passed 4-0.

6) Post Youth Center request: Approve the temporary closure of a portion of 6th Street, adjacent to 301 East Lincoln Avenue, from 4 p.m. to 9 p.m. on Saturday, Sept. 26, 2026 for the Post's Kick-Off for Kids community fundraising event

Christy Matthews, the executive director of The Post Youth Center, asked the Board for the temporary closure of 6th Street, adjacent to the Post, which is at 301 East Lincoln Avenue, for Sept. 26, 2026.

Matthews said the Post will be hosting its Kickoff for Kid fundraiser. She added, "We will have a lot of youth out in the community. We will also be using this space at First Presbyterian Church, straight across the street from our facility, and we want to make sure that the students and children are safe, moving back and forth across that street."

Street Commissioner David Gibbs indicated to the **Mayor** that he reviewed the request and had no objection.

In response to the **Mayor's** request, **Matthews** said, Kickoff for Kids will be a picnic and 15th annual fundraiser at First Presbyterian Church. This year it will have football theme in hopes of attracting more children.

Swartley/Nichols made a motion to approve the temporary closure of a portion of 6th Street adjacent to 301 East Lincoln Avenue from 4 p.m. to 9 p.m. on Saturday, Sept. 26, 2026, for The Post's Kickoff for Kids Community Fundraiser event. The motion passed 4-0.

7) St. John the Evangelist Catholic Church request: To allow parishioners to safely enjoy the festival in the parish school parking lot, approve the partial closure of Third Street, from noon until 11 p.m. on Saturday, Oct. 3, 2026 during the annual parish festival

Johnny Evangelista, Pastoral Associate and Director of Religious Education at St. John the Evangelist Catholic Church, asked the Board for a street closure for the annual parish festival on Saturday, Oct. 3. It will start at 4 p.m. and end at 10 p.m.

Evangelista requested the closure of South Third Street, adjacent to the parish school, between 12 p.m. until 11 p.m. He said this street closure was requested, as in the past, so that up to 1,000 parishioners can safely attend the festival.

Evangelista added, "Everybody is welcome. You don't have to be Catholic. Anyone in the City of Goshen can come and we just have a great time. **Mayor Leichty** responded, "Wonderful. Sounds like a great event."



City Fire Chief Anthony Powell informed the Board that River Race Drive will also be closed during this time, "so our access to that area is going to be very limited. So, just take that into consideration."

Asked by the **Mayor** if he had a recommendation, **Chief Powell** said it would be better to keep Monroe Street open.

City Director of Public Works & Utilities Dustin Sailor said the City will be closing River Race Drive, south of Monroe Street, and likely the alley just to the north. He recommended that both lanes of Third Street not be closed.

Mayor Leichty recommended Third Street be closed by the Church but not Monroe Street. **Evangelista** said that would be fine.

Mayor Leichty/Board member Nichols made a motion to approve the partial closure of Third Street as modified, from Monroe to Madison streets, from noon until 11 p.m. on Saturday, Oct. 3, 2026 during the annual St. John parish festival. The motion passed 4-0.

8) GME Testing request: Approve a lane closure on Virginia Street and Park Avenue on Oct. 1, 2026 during work to obtain soil borings for a reconstruction project

The applicant was not present, but **City Civil Engineer Brad Minnick** said he reviewed the request from GME Testing's maintenance of traffic plan and it was acceptable to the Engineering Department.

In their written request, GME Testing staff indicated that the lane closure would take place Oct. 1, 2026, with a re-open date of the same day. The lane closure hours of operation would be 8 am to 5 pm.

The applicant's proposed maintenance of traffic plan submitted to the City Engineering Department on Sept. 18, 2026, was accepted by Minnick.

Swartley/Nichols made a motion to approve a lane closure on a Virginia Street, at Park Avenue, on Oct. 1, 2026, during work to obtain soil borings for a reconstruction project. The motion passed 4-0.

9) Encore Construction Concepts request: Approve construction of a retaining wall in the City's right-of-way on the northwest corner of 604 North 5th Street

Will Tindle of Encore Construction asked the Board for permission to remove and replace a 28-foot retaining wall at 604 North Fifth Street.

Tindle said, "The sidewalk is deteriorated; it's grass right now. We're going to damage it more, so we have to replace that, and we have to close the sidewalk for the time approaching."

City Director of Public Works & Utilities Dustin Sailor said, "We appreciate them coming in and asking first and we support the improvement."

Swartley/Nichols made a motion to approve construction of a retaining wall in the City's right-of-way on the northwest corner of 604 North 5th Street. The motion passed 4-0.

10) Legal Department request: Adopt Resolution 2026-18, Interlocal Memorandum of Understanding for 2026 Edward Byrne Memorial Justice Assistance Grant Formula Program

City Attorney Bodie Stegelmann told the Board that the governments of Elkhart County, the City of Elkhart, and the City of Goshen jointly applied for and were awarded funding under the Edward Byrne Memorial Justice Assistance Grant Program. She said each entity will receive \$26,046.33 for fiscal year 2026, to be used for eligible criminal justice purposes.

Stegelmann said Resolution 2026-18 would approve the terms and conditions of the Interlocal Memorandum of Understanding (MOU) between the three entities and ratify Mayor Leichty's execution of the MOU on behalf of the Board of Public Works and Safety and the City.

Swartley/Nichols made a motion to adopt Resolution 2026-18, Interlocal Memorandum of Understanding for 2026 Edward Byrne Memorial Justice Assistance Grant Formula Program Award. The motion passed 4-0.



11) Legal Department request: Approve and ratify the Mayor's execution of the Transit Services Agreement with the Michiana Area Council of Governments (MACOG) for \$85,000 in local matching funds to be used for the transit program's administration, operation, and capital equipment needs in 2026

City Attorney Bodie Stegelmann recommended that the Board approve and ratify the Mayor's execution of the Transit Services Agreement with the Michiana Area Council of Governments (MACOG).

Stegelmann said MACOG is the recipient of grant funds which are used to provide the Interurban Trolley and Interurban Trolley ADA Paratransit Services. The City will contribute to MACOG \$85,000 in local matching funds to be used for the transit program's administration, operation, and capital equipment needs in 2026.

According to the agreement, the funds will be used for a fixed-route public bus system known as the Interurban Trolley from Jan. 1 to Dec. 31, 2026.

Swartley/Nichols made a motion to approve and ratify the Mayor's execution of the Transit Services Agreement with MACOG. The motion passed 4-0.

12) Legal Department request: Approve and ratify the Mayor's execution of the Memorandum of Understanding with the St. Joseph River Basin Commission for water level monitoring

City Attorney Bodie Stegelmann asked the Board to approve and ratify the Mayor's execution of a Memorandum of Understanding with the St. Joseph River Basin Commission (SJRBC) for a water level monitoring project.

Stegelmann said the SJRBC will be responsible for the installation and operation of water level monitoring equipment at four waterways upstream from the City. The data collected will show how high the water is flowing which will assist the City in anticipating the onset of flooding conditions and determining when flooding is occurring.

Stegelmann said the City will contribute \$14,600 to SJRBC for this project.

Swartley/Nichols made a motion to approve and ratify the Mayor's execution of the Memorandum of Understanding with St. Joseph River Basin Commission for water level monitoring. The motion passed 4-0.

13) Legal Department request: Approve Resolution 2026-20, Authorizing Execution of Documents and Sale, Purchase, and Development of Real Estate Agreement, and authorize the Mayor to execute the Agreement on the City's behalf

Assistant City Attorney Don Shuler said he provided the Board with Resolution 2026-20, passage of which would approve an agreement for the Sale, Purchase, and Development of Real Estate with Struxure Development, LLC, and to authorize the Mayor to execute the same.

Shuler said the agreement outlines the terms for development of Redevelopment-owned property located generally in the 200 block of South 3rd Street, north of West Jefferson Street.

Under the Agreement, **Shuler** said Redevelopment will transfer the real estate to Struxure Development. The development will include construction of a three-story apartment building containing approximately 38 units, together with on-site parking, a landscaped courtyard, and related site improvements, with an anticipated capital investment of \$9,500,000.

Shuler said the City will retain a mortgage on the Real Estate in the amount of \$1.5 million until minimum investment thresholds are met. Closing is to occur by July 1, 2027, with commencement of construction to begin shortly thereafter and be completed by June 1, 2029.

Shuler said Board approval is necessary to authorize certain utility-related provisions in the agreement, which include funding perimeter parking, curbs, and sidewalks; permitting possible stormwater connections; and providing water and sewer service to the new property line of the subject real estate.



Board member Swartley asked if the City has seen exterior drawings of the development. **Shuler** said at this point the development is conceptual. He said, "They have to go through some zoning processes first to get the site developed, and there's some other things that may impact what that ultimately would look like."

Mayor Leichty asked when the development will be presented to the Redevelopment Commission. Shuler said the development agreement has already been approved, but no scheduled for further City review has yet to be scheduled.

Board member Swartley said previous ideas for the site included parking underneath the housing. She asked if on-site parking would be provided for the 38 units. **Shuler** said he didn't believe underground parking would be required for all of the housing units. He said with Struxure has developed other nearby housing.

Emma Conrad of Goshen, a resident of the neighborhood, asked if the develop would be building luxury apartments. Shuler said, It's still under determination as far as I know, but I think the discussions at this point have been about it being market-rate rate apartments. Sometimes these things shift as they get further into the development stages."

Swartley/Nichols made a motion to approve Resolution 2026- 20 as presented and authorize the Mayor to execute the agreement on the City's behalf. The motion passed 4-0.

14) Engineering Department request: Approve the contract with Evergreen Roadworks, LLC for the 2026 Chip and Seal Project C in the amount of \$577,625.86

City Civil Engineer Brad Minnick told the Board that on Sept.3, 2026, the City received proposals for the 2026 Chip and Seal Project C. The Following were the results:

- Evergreen Roadworks, LLC \$577,625.86
- Pavement Solutions, Inc. \$766,220.00

The itemized bid tab was provided for the Board's reference.

The Engineering Department asked the Board to award the contract to Evergreen Roadworks LLC as the lowest responsive and responsible bidder.

At **Board member Swartley's** request, **Minnick** clarified and explained the contrasting bid amounts, including for the temporary maintenance of traffic.

Swartley/Nichols made a motion to approve the contract with Evergreen Roadworks, LLC for the 2026 Chip and Seal Project C in the amount of \$577,625.86. The motion passed 4-0.

15) Engineering Department request: Approve the road closure of Chicago Avenue, Monday, Sept. 28, 2026 through Friday, Oct. 9, 2026, for pavement reconstruction

City Civil Engineer Brad Minnick told the Board that Niblock Excavating, Inc, submitted a road closure request for pavement reconstruction on Chicago Avenue, between Lincoln Avenue and Pike Street.

Minnick said the detour route will utilize Indiana Avenue; attached was the maintenance of traffic for reference. The closure is scheduled to begin Tuesday, Sept. 29, 2026 and conclude on Friday, Oct. 9, 2026.

Swartley/Nichols made a motion to approve the road closure of Chicago Avenue on Tuesday, Sept. 29, 2026 through Friday, Oct. 9, 2026. The motion passed 4-0.

16) Engineering Department request: Approve the road closure of River Race Drive, from Sept. 28, 2026 to Oct. 21, 2026, to accommodate road construction operations



City Civil Engineer Brad Minnick told the Board that Niblock Excavating, Inc. has requested a road closure on River Race Drive, from West Monroe Street and West Purl Street. He said the road closure would begin on Monday, Sept. 28, 2026 and conclude on Wednesday, Oct. 21, 2026.

Swartley/Nichols made a motion to accept the proposed road closure of River Race Drive, from Sept. 28, 2026 to Oct. 21, 2026 to accommodate road construction operations. The motion passed 4-0.

17) Engineering Department request: Approve the southbound lane closure on Century Drive, from College Avenue to Eisenhower Drive, until Saturday, Nov. 21, 2026

City Civil Engineer Brad Minnick told the Board that Niblock Excavating has moved into the next phase of the Century Drive Reconstruction project.

Minnick said Niblock is requesting the closure of the southbound lane of Century Drive, from College Avenue to Eisenhower Drive, until Saturday, November 21, 2026.

Minnick said the lane will be closed for Niblock to reconstruct the roadway and perform minor drainage improvements. One-way, southbound, traffic will be maintained on the reconstructed northbound lane. Other traffic is detoured via Kercher Road, County Road 31, and College Avenue.

Minnick said access will be maintained to all businesses within the closure area. This closure incorporates Phase II of the project, and the traffic control plan is attached. All appropriate traffic control devices will be utilized.

Swartley/Nichols made a motion to approve the southbound lane closure on Century Drive, from College Avenue to Eisenhower Drive, until Saturday, Nov. 21, 2026. The motion passed 4-0.

18) Engineering Department request: Approve the re-scheduled lane closure using temporary traffic signals on College Avenue, east of the bridge over Horn Ditch, from Oct. 5 through Oct. 16, 2026 for the NIPSCO gas utility relocation (JN: 2019-0022)

City Civil Engineer Brad Minnick told the Board that NIPSCO Gas had previously requested a lane closure using temporary traffic signals to maintain two-way access on College Avenue east of the bridge over Horn Ditch from Sept. 21, 2026, through Oct. 2, 2026.

Due to an update in subcontractor schedule, **Minnick** said the lane closure is now planned for Monday, Oct. 5, 2026, until Friday, Oct. 16, 2026. The operation of the signals will still be verified by the City's resident project representative at the initial setup. The same traffic control plan was provided again, for reference.

Swartley/Nichols made a motion to approve the re-scheduled lane closure using temporary traffic signals on College Avenue, east of the bridge over Horn Ditch, from Oct. 5 through Oct. 16, 2026. The motion passed 4-0.

19) Stormwater Department request: Accept the post-construction stormwater management plan for Zollinger Subdivision as it has been found to meet the requirements of City Ordinance 5228

Brad Minnick said the developer of Zollinger Subdivision, affecting one or more acres of land and located along the east side of Zollinger Road, just north of the intersection with Middlebury Street, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management."

Minnick said the original PCSMP for Zollinger Subdivision was previously accepted by the Board of Public Works and Safety on Sept. 12, 2024.

The Stormwater Management Department asked the Board's acceptance of the post-construction stormwater management plan.



Swartley/Nichols made a motion to accept the post-construction stormwater management plan for Zollinger Subdivision as it has been found to meet the requirements of City Ordinance 5228. The motion passed 4-0.

20) Legal Department request: Approve and authorize the Mayor to execute an agreement with Lawns and More for the installation of Christmas wreaths in downtown Goshen

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Lawns and More to allow the City to enter into an agreement for the installation of wreaths in downtown Goshen. He said the total cost for the installation would be \$7,200.

According to the agreement, 40 artificial wreaths, to be illuminated with warm white commercial grade LEDs, with red bows and gold trim, will be installed starting in October and removed in January.

NOTE: *Before the meeting, Legal Department Paralegal Christina Bonham gave Board members a one-page memorandum, dated Sept. 24, 2026, an eight-page agreement with Lawns and More and two pages of exhibits for this added agenda item.*

Swartley/Nichols made a motion to approve and authorize Mayor Leichty to execute the agreement with Lawns and More for the installation of wreaths in downtown Goshen. The motion passed 4-0.

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

Mayor Leichty opened Privilege of the Floor at 4:43 p.m. There were no comments.

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 Nichols seconded the motion. The motion passed 4-0.

Adjournment

Mayor Leichty then adjourned the meeting at 4:44 p.m.

EXHIBIT #1: *Before the meeting, Legal Department Paralegal Christina Bonham emailed to Board members a one-page memorandum, dated Sept. 24, 2026, an eight-page agreement with Lawns and More and two pages of exhibits for added agenda #20, Legal Department request: Approve and authorize the Mayor to execute an agreement with Lawns and More for the installation of Christmas wreaths in downtown Goshen.*

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer

October 1st, 2026

City of Goshen
Board of Works and Safety and Stormwater Board
email: clerktreasurer@goshencity.com
202 S. Fifth Street
Goshen, IN 46528

Attention: Board of Works Members

**RE: LORRIE WILLITS – 1005 & 1009 CHICAGO AVENUE
REQUEST FOR SUBORDINATE WATER TAP IN ACCORDANCE WITH
WATER ORDINANCE 4290 SECTION 1(F) & 1(H)(1)**

Dear Board Members,

I, along with my husband, Michael Willits, am an owner of 1005 and 1009 Chicago Avenue. I am writing to respectfully request approval to connect the water service for 1009 Chicago Avenue, an accessory structure to 1005 Chicago Avenue, to the water service at 1005 Chicago Avenue.

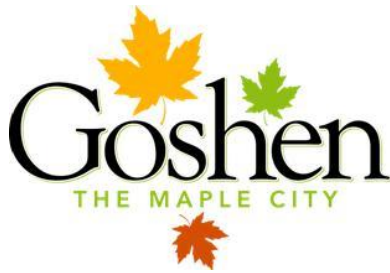
The accessory structure currently has multiple uses that include an event space on the upper floor and a hair salon on the lower floor. Both buildings currently share a water service from Indiana Avenue and are separately metered. Acknowledgment of [1009 Chicago Avenue](#) as an accessory structure would allow the water service to continue to be used by both structures with a minor change in metering locations shifted to 1005 Chicago Avenue. This allowance would assist with access constraints through a small private utility easement and reduce the significant construction cost associated with installing a second water service to allow for independent shutoffs. This would give peace of mind that if either location were to fall short on their water service financial obligation, the city would have recourse available to them in respect to shutting off service to just that specific location.

We recognize that City Ordinance 4290, Section 1(F) governs water utility connections to subordinate structures. As utility customers, we and any future owners agree to comply fully with all current and future water and sewer ordinances. We, therefore, request the Board's permission to connect the accessory structure to 1005 Chicago Avenue, the primary structure, existing public water service and meter.

On September 22nd, 2026, we were successfully able to join the two separate parcels into one with the Elkhart County Auditor's Office. However, we understand and accept that, as a condition of approval, separate utility connections will be required should either structure ever be parceled from the other.

We appreciate the Board's consideration of this request. A representative will be present at the Board meeting to provide additional information and answer any questions.

Sincerely,
Lorrie Willits - Co-Owner



Dustin K. Sailor, P.E., Director of Public Works & Utilities
ENGINEERING DEPARTMENT, CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8628 • TDD 574-534-3185
engineering@goshencity.com • www.goshen.in.gov

September 8, 2026

Lorrie Willits
21948 Shirley Drive
Goshen, IN 46526

Attention: Lorrie Willits

<email: carriagebarnevents@gmail.com &
LorrieAnnPhotography.com>

**RE: WATER SERVICE INSTALLATION FOR 1005 & 1009 CHICAGO AVENUE
(JN: 2026-2005)**

Dear Ms. Willits:

Thank you for meeting with the Mayor and myself on Friday, September 4, 2026, to discuss the common water service line to your properties located at 1005 & 1009 Chicago Avenue.

As a follow-up to that discussion, I would like to confirm that the City of Goshen's Indiana Avenue Reconstruction Project is moving forward, with plans to bid the project in the later part of 2026 and begin construction in 2027. Because the project is proceeding on the noted schedule, Goshen Utilities will not require compliance, at this time, with Ordinance 4290, which requires the separation of connected water services on different zoning lots. Please review Goshen Utilities compliance pause with Rossa Deegan, in the Goshen Planning and Zoning Department, as it may relate to other compliance requirements that may have been established for which Goshen Utilities has no jurisdiction over.

When construction of the Indiana Avenue project begins, the additional water service tap can be installed by the City's contractor as part of that construction (assuming the applicable utility tap fee and inspection fee are paid in advance). Following the water service tap being installed for 1005 Chicago Avenue, your group will be required to extend the water service to the service point within 90-days of being given notice by the City.

Alternatively, we discussed the possibility of combining the tax parcels for 1005 & 1009 Chicago Avenue and then requesting that the Board of Public Works and Safety acknowledge 1009 Chicago Avenue (the event space) as a subordinate structure to 1005 Chicago Avenue. I ran this concept past Rossa Deegan, following our meeting, and he stated that he would look further into it. If acceptable, this would allow 1009 Chicago Avenue to be served through the existing water meter at 1005 Chicago Avenue¹. In addition to the necessary paperwork, you would need to retain a licensed

¹ Note: Use of 1005 Chicago Ave. as the master metering point assumes the existing water service is functioning adequately for both 1005 and 1009 Chicago Avenue currently. Although there is no water service card on record for 1005 and 1009 Chicago Avenue currently, it is believed the current water service is 3/4" in size. Upsizing the existing 5/8" water meter to a 3/4" water meter may be advisable with the combined demand of both buildings and should be discussed with your selected plumber.

Lorrie Willits, Carriage Barn Event Center

September 8, 2026

Page 2

plumber to route the common water service for 1005 & 1009 Chicago Avenue through 1005 Chicago Avenue, utilizing the existing water service piping. Because the anticipated utility work would occur both within and outside the structure at 1005 Chicago Avenue, inspection permits would need to be obtained from both the Goshen Building Department and the Goshen Utility Business Office.

For your convenience, I have attached an example letter to the Board of Public Works and Safety as **Exhibit C** that would be sufficient for requesting subordinate structure status for purposes of a single water and sewer utility connection.

If you have any questions regarding either of these options or the upcoming Indiana Avenue project, please feel free to contact me.

Sincerely,

CITY OF GOSHEN

A handwritten signature in dark ink that reads "Dustin K. Sailor". The signature is fluid and cursive, with the first name "Dustin" and last name "Sailor" clearly legible.

Dustin K. Sailor, P.E.

Director of Public Works & Utilities

cc: File

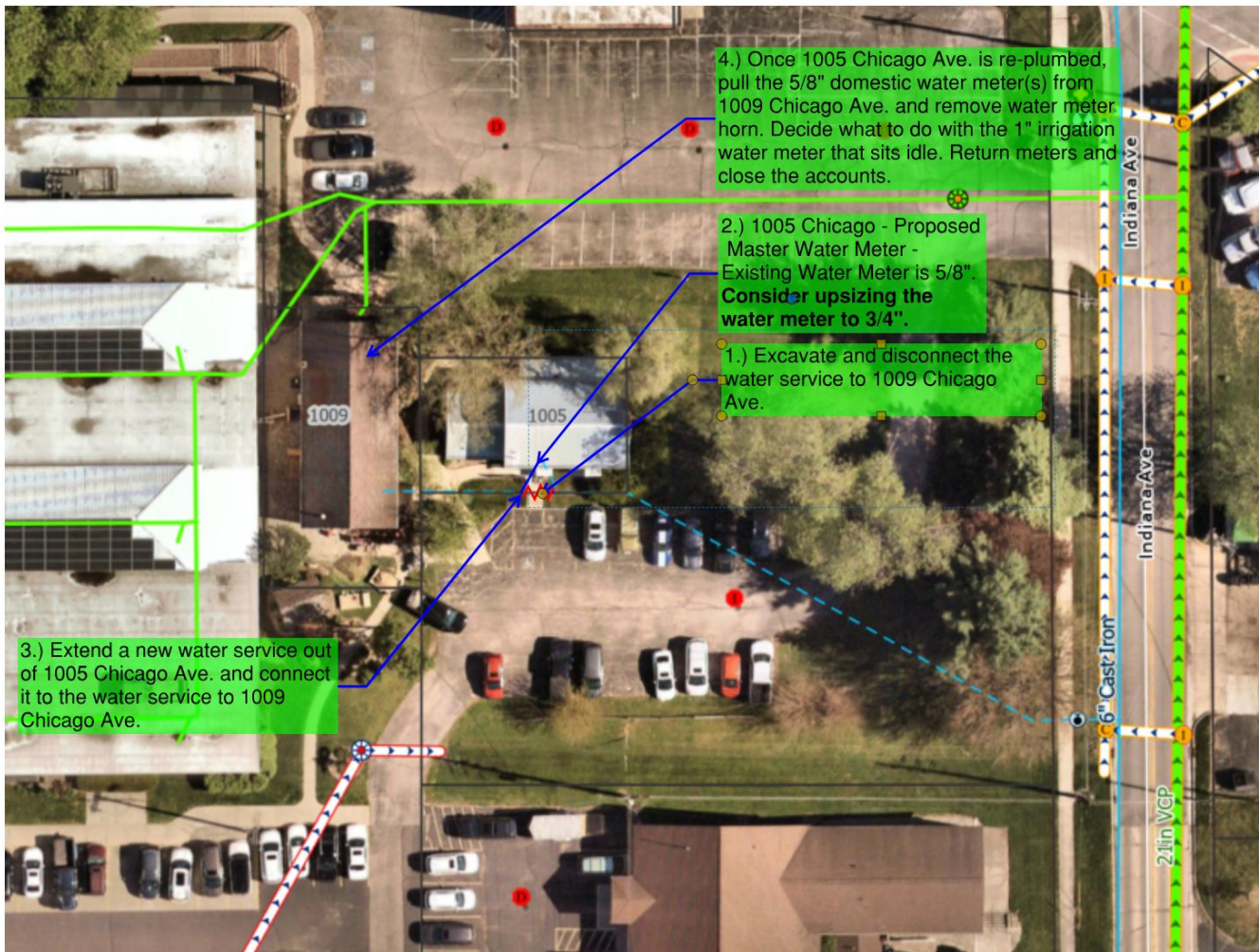
Mayor Leichty

Rossa Deegan, Goshen Planning

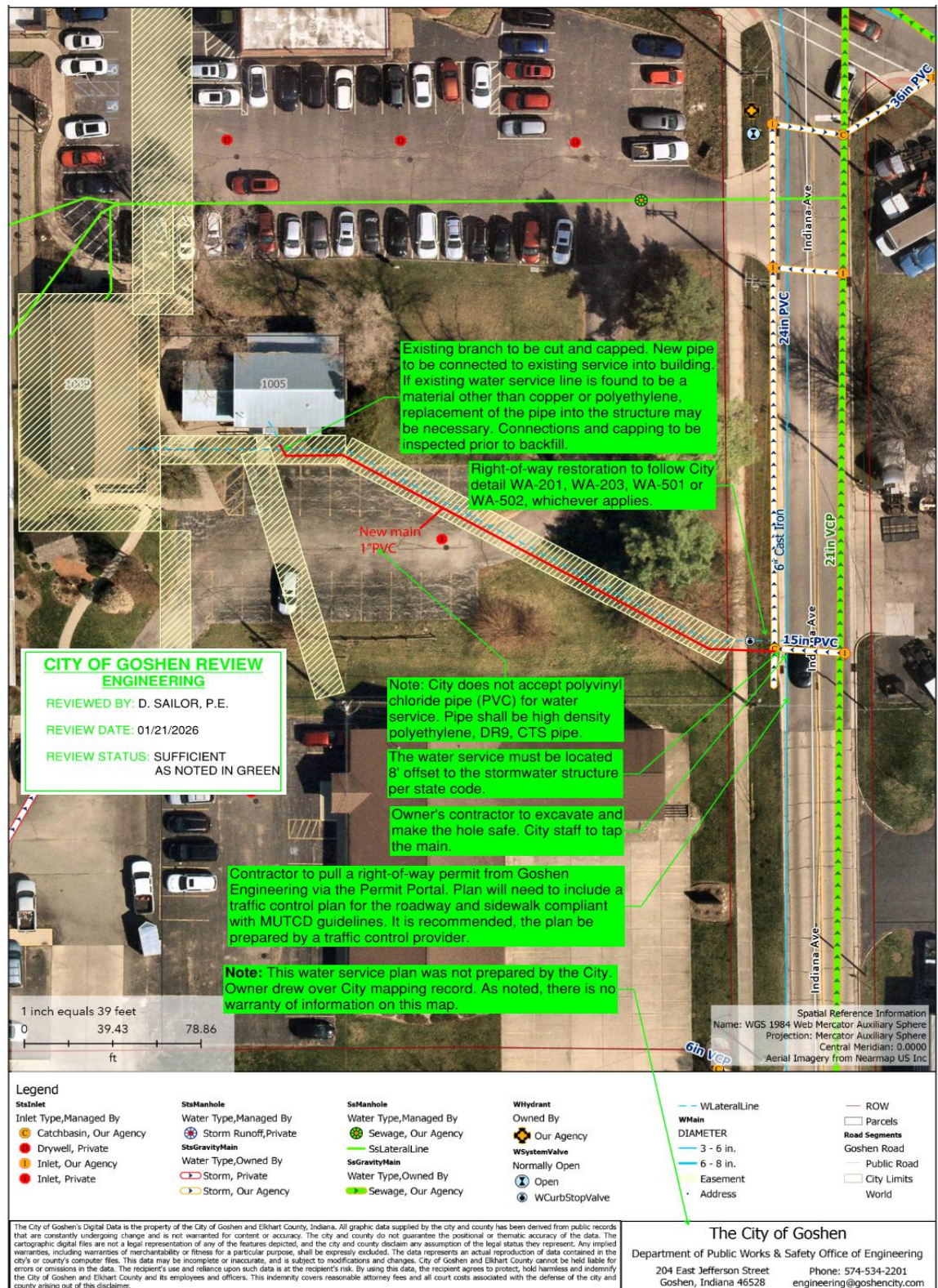
Kelly Saenz, Goshen Utility Business Office

Brad Minnick, Goshen Engineering

Exhibit A
Possible Service Alternative as Opposed to Running a Separate Water Service



Utility Service Extension to be Implemented Once New Tap is Made Available





Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: October 8, 2026
Subject: Underground Vintage sidewalk & parking spaces request

On Oct. 2, 2026, Itzy Lopez submitted the following request:

I am reaching out to request approval to host a fashion show on Friday, October 23, 2026, at Underground Vintage, located at 211 South Main Street in Goshen, Indiana.

The event will be a simple fashion showcase organized by our business to highlight our vendors and showcase Halloween-inspired looks. This is not a nonprofit or fundraising event, and no food will be provided.

Requested Event Details

Date: Friday, October 23, 2026

Time: 6:00 p.m. to 9:00 p.m.

Location: Underground Vintage, 211 South Main Street, Goshen, Indiana

Expected attendance: Approximately 30–50 people, with a maximum of around 65

Outdoor space: Use of the sidewalk immediately outside our storefront, if permitted

Parking: Request to temporarily reserve three parking spaces, with barricades as needed

Music: Music will be played during the fashion show, with a proposed maximum volume of 65, subject to applicable city noise regulations.

We are requesting permission to use the sidewalk and three parking spaces from 6:00 p.m. to 9:00 p.m. We may finish earlier, depending on the flow of the event, but we expect to be completely finished and cleaned up by 9:00 p.m. at the latest.

I have attached a map outlining our proposed event set up to give you a better idea of how we envision the space being arranged, including the potential use of the sidewalk and parking spaces.

We have already spoken with our neighboring businesses, including the theater, the hardware store, and Goshen Theater, and have received their approval for the proposed event.

We want to ensure that we comply with all applicable city regulations and requirements. We will be mindful of our neighbors, maintain appropriate music levels, keep the area orderly, and follow any conditions regarding noise, pedestrian access, barricades, parking, and public safety.

If using the sidewalk and parking spaces is not possible, our alternative would be to host the entire fashion show inside our store. We would appreciate your guidance on whether this option would be permissible and whether any permits or additional requirements would apply.

Given that the event is approaching quickly, we would be grateful for a response at your earliest convenience so we can finalize our arrangements. We apologize for the short notice; we have only recently received confirmation from our neighboring businesses and are now coordinating the remaining details with the City.

Could you please advise us on whether the proposed setup is possible, what permits or approvals may be required, and whether there are any additional safety, accessibility, noise, or cleanup requirements we should be aware of?

Thank you for your time and consideration. We appreciate your guidance and are happy to provide any additional information or complete the necessary applications to help move this forward.

Best regards,

Itzy Lopez

Underground Vintage

211 South Main Street, Goshen, Indiana

itzeleani01@gmail.com

October
23rd

6-9 pm

Possible
Requested
Space

Groschen
Theater

S - ~~MAIN~~ - S

1

2

3

Side walk

211 S Main St

UGV

Hardware

Art
Store



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

October 8, 2026

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Amendment #1 with Dixon Engineering, Inc. for Services for the Clinton Elevated Water Tank

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Amendment with Dixon Engineering, Inc. to allow the City to enter into this Amendment for necessary services which were performed during the course of their work per the Agreement.

The total cost for these services will be Two Thousand Five Hundred Dollars (\$2,500).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Amendment with Dixon Engineering, Inc. for necessary services which were performed during the course of their work per the Agreement.

AMENDMENT NO. 1

SERVICES FOR THE CLINTON ELEVATED WATER TANK

THIS AMENDMENT is entered into on _____, 2026, which is the last signature date set forth below, by and between **Dixon Engineering, Inc.** ("Contractor"), whose mailing address is 1104 Third Avenue, Lake Odessa, MI 49849, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

RECITALS

- (A) City and Contractor entered into an Agreement on August 28, 2025, for contractor services for the Clinton Elevated Water Tower.
- (B) Once work began, and upon further observation, a hole near the overflow pipe on the tank roof was discovered and was in need of repair.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

SECTION 1. Contractor Services

- 1.01 The Agreement shall be amended by adding the following Services, which Contractor has already provided City:
- (A) Additional services were due to an observation once work began of a hole near the overflow pipe on the tank roof, which needed to be prepared.
 - (B) Additional project administration services were required to create and administer the change order for this repair specification and documentation.

SECTION 2. Effective Date

All Services have been completed as of the date of the drafting of this Amendment.

SECTION 3. Compensation

City agrees to compensate Contractor the sum of Two Thousand Five Hundred (\$2,500) for performing the Services under this Amendment.

SECTION 4. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

SECTION 5. Authority to Execute

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

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Dixon Engineering, Inc.

Gina M. Leichty, Mayor

Paul Spitzley, P.E., Project Manager

Date Signed: _____

Date Signed: _____



**COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185
theresacummings@goshencity.com • www.goshen.in.gov

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Theresa Cummings, Community Development Specialist

DATE: October 8, 2026

RE: Approval of 2026 Community Development Block Grant (CDBG) Agreements

Please approve and authorize the Mayor to sign the following CDBG agreements and CBDO (Community Based Development Organization) agreement for Program Year 2026:

Public Service Grants:

Boys and Girls Clubs of Elkhart County – Goshen Club	\$5,300
Council on Aging of Elkhart County	\$5,300
Elkhart County Clubhouse	\$4,210
Goshen Interfaith Hospitality Network	\$17,140
Maple City Health Care Center, Inc.	\$5,300
Walnut Hill Early Childhood Center	\$12,680

Housing Grants:

Owner Occupied Rehab - Lacasa, Inc.	\$47,909
Homeownership Assistance & Housing Counseling – Lacasa, Inc.	\$51,750
Energy Conservation Multi Family Rehab – Lacasa, Inc. (CBDO)	\$160,411

Planning, Public Service, and Housing Grants Total **\$310,000**

The public service grants will be used to fund access to early childhood education, daily nutrition programs, mental health support, senior transportation, and primary healthcare. The housing grants will be used to fund the ongoing owner-occupied housing rehab program, homeownership assistance accompanied by housing counseling, and a CBDO project for solar improvements to 19 affordable multi-family housing units.

A sample public service agreement is attached.

Suggested motion: To approve and authorize the Mayor to sign the CBDO and CDBG agreements for Planning, Public Services and Housing activities for Program Year 2026.

CITY OF GOSHEN - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Program Year 2026: July 1, 2026 – June 30, 2027

Public Service Sub-Recipient Agreement

Boys & Girls Clubs of Elkhart County – Goshen Club

This Agreement is entered into as of the 8th day of October, 2026 between the City of Goshen (herein called the “City”) and the Boys & Girls Clubs of Elkhart County – Goshen Club (herein called the “Sub-recipient”) an Indiana Not-For-Profit Corporation, for the contract period July 1, 2026 through June 30, 2027.

WHEREAS, the City has entered into an Agreement with the United States Department of Housing and Urban Development (HUD) for a Community Development Block Grant (CDBG) under Title I of the Housing and Community Development Act of 1974, as Amended, and;

WHEREAS, said Agreement with HUD provides for the grant of funds to the City for projects and activities principally benefiting persons of low and moderate income, and;

WHEREAS, Sub-recipient desires to carry out a project or program, described in the Scope of Services section of this document, principally for the benefit of low- and moderate-income residents of the City of Goshen and;

WHEREAS, Sub-recipient has requested the assistance of the City, through the Community Development Block Grant Program, in order to carry out the proposed program.

NOW, THEREFORE, Sub-recipient and the City agree as follows:

1. SCOPE OF SERVICES

- A. Sub-recipient agrees that CDBG funds will be used to fund the Daily Nutrition Program, providing nutritionally balanced food, available to all Club members, as outlined in the Public Services Grant Application. The project will be carried out as described in the proposed project details and budget from the application form, a copy of which is attached as Attachment A, which is hereby made a part of this Agreement.
- B. Sub-recipient certifies that the Daily Nutrition Program carried out under this Agreement will meet the LMC (Low/Moderate Income Limited Clientele) National Objective.
- C. Sub-recipient agrees that it shall comply with applicable laws and regulations including, but not limited to, those listed in Attachment B, which is hereby made a part of this Agreement.
- D. Sub-recipient agrees that it shall provide a written quarterly report within five days of the end of each quarter or with each payment request within a quarter, and a final written report with the request for final grant payment, or no later than the deadline for final claim submittal if unexpended funds remain. Using the form provided, the report shall detail how funds were used, matching funds used, number and details of project beneficiaries, and any other requested information. A sample form is provided in Attachment C, which is hereby made a part of this Agreement.
- E. The City agrees, on submission of proper reports, claims and verification of costs that it shall reimburse Sub-recipient for up to Five Thousand Three Hundred Dollars (\$5,300.00). The City shall have no obligation to reimburse Sub-recipient for any costs incurred in violation of any provision of this Agreement or any applicable law, ordinance or regulation. Claims will be processed per the City's weekly payment procedures for CDBG claims, provided in Attachment D, which is hereby made a part of this Agreement.
- F. All claims for reimbursement under this Agreement shall be submitted to the City no later than the day specified by the CDBG Administrator near the end of the contract period, approximately June 3, 2027, so that all claims can be paid within the contract year.

2. AUDIT COMPLIANCE

The Sub-recipient shall provide the amount of federal funds expended in the Sub-recipient's fiscal year, as requested by the City. If the Sub-recipient expends \$1,000,000 or more of federal funds in a fiscal year, an audit following 2 CFR 200.514 must be conducted and a copy of the audit submitted to the City for review, within 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period, whichever is earlier. Any findings related to CDBG must be cleared by the City.

3. TERMINATION FOR CONVENIENCE

Sub-recipient may terminate this Agreement as to any funds not disbursed by providing notice to the City, however, Sub-recipient's service and reporting requirements shall continue. The notice of termination shall specify the reason for the termination of Agreement and the date when the Agreement shall be terminated. If the Sub-recipient chooses to terminate this Agreement after part of the funds have been drawn, the Sub-recipient must continue to comply with all other parts of this Agreement.

4. TERMINATION FOR NONCOMPLIANCE

If the City determines Sub-recipient is in noncompliance with this Agreement the City may take the following corrective actions: temporarily withhold cash payments, disallow all or part of the activity or action in noncompliance, wholly or partly suspend or terminate the current award, withhold further awards, or take other remedies that may be legally available. If Sub-recipient is found to be in noncompliance the City will provide a time and place for a hearing with the Sub-recipient at which time the Sub-recipient may appeal its suspension. The Sub-recipient must request in writing a hearing for noncompliance. Costs incurred by the Sub-recipient during suspension or following termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination. Other Sub-recipient costs during suspension or following termination which are necessary and not reasonably avoidable are allowed if, and, in the case of a termination, are non-cancelable, the costs result from obligations which were properly incurred by the Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancelable, and, the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect. Notice of suspension or termination shall be given by the City to the Sub-recipient in writing. The Sub-recipient shall have the right to appeal the suspension or termination in writing and must do so within 15 days of notice from the City.

5. TERM OF AGREEMENT

(a) The term of this Agreement shall run from and including the 1st day of July 2026 through and including the 30th day of June 2027. All of Sub-Recipient's claims to release funds from the CDBG program shall be submitted to the City no later than the day specified by the Community Development Specialist near the end of the contract period, approximately June 3, 2027, so that all claims can be paid within the contract year.

(b) When the Community Development Specialist is notified that CDBG funds are no longer available due to funding changes or lack of funding by the U.S. Department of Housing and Urban Development to support continuation of performance of the Agreement, the Agreement shall be canceled with not less than 30 days' notice to the Sub-Recipient from the City.

6. EQUIPMENT

In the event that any funds provided under this Agreement are used for the purchase of equipment, Sub-recipient shall comply with applicable federal regulations with regard to the disposition of such equipment when it is no longer needed for the program per 2 CFR Part 200. Unless federal rules require otherwise, it is hereby agreed that the City's percentage interest in equipment shall be the amount of funds provided by the City divided by the total cost of the equipment incurred over the term of this Agreement.

7. PROVISIONS IN CASE OF DEFAULT

Sub-recipient's obligations under this Agreement shall be extended for an additional year in the event Sub-recipient fails to provide evidence in reports provided for in paragraph 1.D that the Sub-recipient's programs are of benefit principally to low- and moderate-income residents of the City of Goshen. In the event that the Sub-recipient fails to provide such evidence for a

period of two years, Sub-recipient shall be in default of this Agreement. The Sub-recipient shall reimburse the City in an amount equal to the funds provided.

8. RECORDS

Sub-recipient shall maintain records adequate to identify and account for all costs pertaining to this Agreement and such other records as may be required by statute, rule or regulation. These records shall be maintained for a period of four (4) years after grant closeout and shall be made available to the City and authorized federal agencies.

9. NOTICES

Notices will be considered sufficient if sent by certified mail or delivered in person to:

City:
Theresa Cummings, Community Development Specialist
City of Goshen
204 E Jefferson, Suite 4
Goshen, IN 46528

Sub-recipient:
Tami Hicks, President & CEO
Boys and Girls Clubs of Elkhart County
306 Crescent St, PO Box 614
Goshen, IN 46527-0614

Executed as of the date first written above.

CITY OF GOSHEN

by: _____
Gina Leichty, Mayor

by: _____
Tami Hicks, President & CEO

ATTACHMENT A: GRANT APPLICATION PROJECT DETAILS

1. Briefly describe the proposed project to receive CDBG funds. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for CDBG funds.

The Boys & Girls Club is a full-service youth development agency providing programs in 5 core areas:
 - Education and Career Development; Health and Wellness; Leadership and Service; Sports and Recreation; The Arts

In addition to these five core areas, a variety of activities for children 6 – 18 years old are provided daily. The Club provides a fun atmosphere in which to learn and grow and gives members, most of whom come from low-income families, the opportunity to enjoy field trips and activities their families might not otherwise be able to afford. The kitchen has the capacity to serve 130 members at a time. During the summer months and on school recesses it is used for breakfast, snack, and lunch service while during the school year only dinner and snack, as needed, are served. The space has allowed for learning opportunities in the culinary arts as well as opening the space during non-mealtime for other program activities. The education wing includes a library, computer lab, STEAM room, and space for homework assistance and tutoring. After school attendance for the first semester of the 2025-26 school year was 300 youth per day.

The Club's academic assistance programs are among the most important, as academic success is often a deciding factor for whether children are able to complete and further their education and successfully enter the workforce as adults. Studies show, and our organization has come to experience first-hand, that children are better able to concentrate on their studies when not dealing with the issue of hunger. Each snack and meal consists of whole grains, protein, vegetables and/or fruits, and dairy products as appropriate. On days when dinner is served, the meal is available for all youth in the building during the 90-minute serving time. The same is true when snacks are served. The goal of the meal program is to make sure that all children and youth attending Boys & Girls Club have access to healthy snacks and meals. These snacks and meals are always provided to Club members at no cost. The purchase of the food, the preparation, and the serving is done by Boys & Girls Club staff who are trained and certified by the Indiana Department of Education and the Elkhart County Health Department. The majority of Club members benefiting from the Daily Nutrition Program reside in low/moderate income households. The snacks and meals made available often provide a significant portion of the child's total daily nutrition.

2. Complete the line-item budget for the proposed project and provide details on how reimbursed costs will be calculated.

Item Description	Total Amount	CDBG Funds	Other Funds
a. Food	\$125,000	\$5,500	\$119,500
b. Non-Food	\$8,500		\$8,500
c. Operational Labor	\$43,556		\$43,56
d. Program Administration	\$18,338		\$18,338
e. General Overhead	\$12,000		\$12,000
f.			
TOTALS	\$207,394	\$5,500	\$201,894

- a. Food – cost is estimated from a historical average of food purchases over the last few years. Adjustments have been made to account for rising food prices and anticipated increase in daily attendance.
 - b. non-food (serving supplies) – same as above.
 - c. Operational Labor –
 1. Food Program Manager – 30hrs/wk x 48 wks x \$22.81/hr = \$32,846
 2. Food Program Assistant (1) 25 hrs/wk x 35 wks x \$12.24/hr = \$10,710
 - d. Program Administration
 1. Food Program Manager – 10 hour/week x 48 weeks x \$22.81/hr = \$10,949
 2. Grant Program Supervisor – 1 hour/wk x 48 weeks x \$29.80/hr = \$1,430
 3. Program Manager – 5hrs/wk x 48 weeks x 24.83/hr = \$5,959
 - e. General Overhead – cost based estimate including custodial, utilities, and insurance based on the size of the café/kitchen in relation to the building as a whole.
3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

Other funding sources include Child and Adult Care Food Program (CACFP) for approximately \$160,000 annually, and the Summer Food Service Program (SFSP) for approximately (\$15,000) annually, as well as donations from individuals and service groups totaling approximately \$1,500.

4. Describe how the project will meet one or more of the following objectives:
- 1) Suitable Living Environment;
 - 2) Decent Affordable Housing; or
 - 3) Creating Economic Opportunities (see attached Outcome Performance Measurement information sheet).

The Daily Nutrition Program comes under the objective: Suitable Living Environment, by addressing the issue of hunger and nutrition in the daily living environment of boys and girls who are members of the Boys & Girls Clubs of Elkhart County – Goshen Unit. We have long known that for some of our members the food provided by the Club is the only food they receive outside their daily school lunch. Even when food is offered in the homes of these members, it is often the processed or pre-packed food typically found in neighborhood convenience stores. When children are not distracted by hunger issues, they are more able to concentrate on their academic efforts and other life-enhancing programs offered by the Club.

ATTACHMENT B

Standard Contract Attachments

I. Administrative Requirements

II. Personnel and Participant Conditions

III. Environmental Conditions

I. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of execution of the grant closeout agreement between HUD and the City. City will notify subrecipients of the effective date and retention period once closeout has been achieved. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Close-Outs

The Sub-recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including

program income.

6. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Sub-recipient audits and, as applicable, 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report on a monthly basis all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the US Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Sub-recipient funds available under this contract, based upon information submitted by the Sub-recipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Sub-recipient.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provide herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

3. Travel

The Sub-recipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

II. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and State of Indiana civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

1. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Sub-recipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker’s representative of the Sub-recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs II.A., Civil Rights, and B., Equal Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or contractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income

persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement, or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such Agreement.

b) Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in

and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered person who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Sub-recipient, the City, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification:
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

III. Environmental Conditions

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 USC, 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

IV. General Conditions

A. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

B. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.



QUARTERLY / FINAL REPORT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Program Year 2026: July 1, 2026, through June 30, 2027

Report Due with Each Claim Submitted or a Minimum of
October 15, 2026, January 14, 2027, April 15, 2027, and June 3, 2027
Final Report Due with Claim for final payment

ORGANIZATION: _____

DATE OF REPORT: _____

FOR TIME PERIOD: _____

SUBMITTED BY (PRINT NAME WITH TITLE): _____

SIGNATURE: _____

CDBG CLAIM AMOUNT: \$ _____

ACCOMPLISHMENTS

BRIEFLY DESCRIBE PROJECT ACTIVITIES AND ACCOMPLISHMENTS IN REPORTING PERIOD:

MATCHING FUNDS AND IN-KIND CONTRIBUTIONS USED WITH CDBG GRANT (AMOUNT & SOURCE):

TOTAL NUMBER OF BENEFICIARIES: _____

BREAKDOWN NUMBER OF BENEFICIARIES BY RACE:

WHITE: _____

HISPANIC ORIGIN: _____

BLACK/AFRICAN AMERICAN: _____

ASIAN: _____

AMERICAN INDIAN: _____

MULTI-RACIAL: _____

OTHER (PLEASE SPECIFY): _____

INCOME QUALIFICATIONS – USE CURRENT HUD INCOME GUIDELINES OUTLINED ON NEXT PAGE:

INDIVIDUALS WITH INCOME ≤30% OF MEDIAN: _____

INDIVIDUALS WITH INCOME BETWEEN 31% AND 50% OF MEDIAN: _____

INDIVIDUALS WITH INCOME BETWEEN 51% AND 80% OF MEDIAN: _____

INDIVIDUALS WITH INCOME MORE THAN 80% OF MEDIAN: _____

ATTACHMENT D



CITY OF GOSHEN WEEKLY PAYMENT PROCEDURES FOR CDBG CLAIMS

Updated/Effective September 22, 2025

STEP 1 – Tuesday by noon	Submit claim to Community Development Specialist by noon deadline
STEP 2 – Wednesday	Review of claim by Community Development Specialist– please note that incomplete claims will be held until all required information is received
STEP 3 – Thursday	Reporting in HUD’s online system for each claim by Community Development Specialist (this step is required before a claim may be processed)
STEP 4 – Friday – AM	First drawdown authorization by Community Development Specialist
STEP 5 – Friday / Monday	Voucher submitted to Clerk Treasurer’s Office by CDBG staff
STEP 6 – Monday	Second drawdown authorization by Clerk Treasurer’s Office
STEP 7 – Monday 3 PM –	Deadline to turn in vouchers to be processed for Board of Works
STEP 8 – Thursday	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
STEP 9 – Monday	Check written by Clerk Treasurer’s Office and mailed



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **CHANGE ORDER NO. 1 FOR COMMUNITY SIDEWALK IMPROVEMENT & 50/50 (JN: 2025-0001)**

DATE: October 8, 2026

Attached please find Change Order No. 1 for the Community Sidewalk Improvement & 50/50.

Goshen Engineering has found additional sidewalk (204 syd's of concrete) in Downtown Goshen at 206 and 208 Lincoln Avenue is in poor condition, and has asked DC Construction to add this work to their contract. DC Construction has agreed to add the work with a 14 day time extension.

Requested Motion: Approve Change Order No. 1 for the Community Sidewalk Improvement & 50/50 Project for the time extension of 14 days.

CHANGE ORDER FORM

Sheet 1 of 3

Change Order No. 1

Date: 11/8/26

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

OWNER: City of Goshen

PROJECT NAME: Community Sidewalk Improvement & 50/50

PROJECT NUMBER: 2025-0001

CONTRACTOR: DC Construction

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

The Engineering Department has found additional sidewalk (204 syd's of concrete) in Downtown Goshen at 206 and 208 Lincoln Avenue is in poor condition, and has asked DC Construction to add this work to their contract. DC Construction has agreed to add the work with a 14 day time extension.

CHANGE ORDER FORM

Sheet 2 of 3

Change Order No. 1

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$1,171,800.00
2. Net (Addition/ ~~Reduction~~) due to all Previous Contract Supplements Numbers 0 to <u>0</u>	
3. Amount of Contract, not including this supplement	\$1,171,800.00
4. Addition/ ~~Reduction~~ to Contract due to this supplement	\$0.00
5. Amount of Contract, including this supplemental	\$1,171,800.00
6. Total (Addition/ ~~Reduction~~) due to all Change Orders (Line 2 + Line 4)	\$0.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)	0.00%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 14 calendar days, making the final completion date November 13, 2026.

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as N/A, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Sheet 3 of 3

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE

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

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

BY:

Contractor's Authorized Signatory



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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: October 8, 2026

NIPSCO Gas has requested to close College Avenue to through traffic from Lincolnway East / US 33 east to Century Drive, to occur either this weekend or next weekend – from Saturday, October 10, until Monday, October 12; or from Saturday, October 17, until Monday, October 19, 2026. There will be a full road closure just east of Horn Ditch. The closure dates are dependent on progress of the gas main bore under Horn Ditch, which is currently underway, and an updated request will be provided to the Board at their October 8th meeting.

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 weekend closure of College Avenue from Lincolnway East / US 33 east to Century Drive from Saturday, October 10, until Monday, October 12, or from Saturday, October 17, until Monday, October 19, 2026.

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

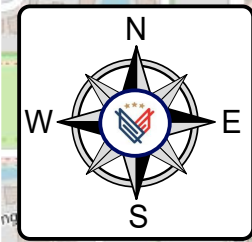
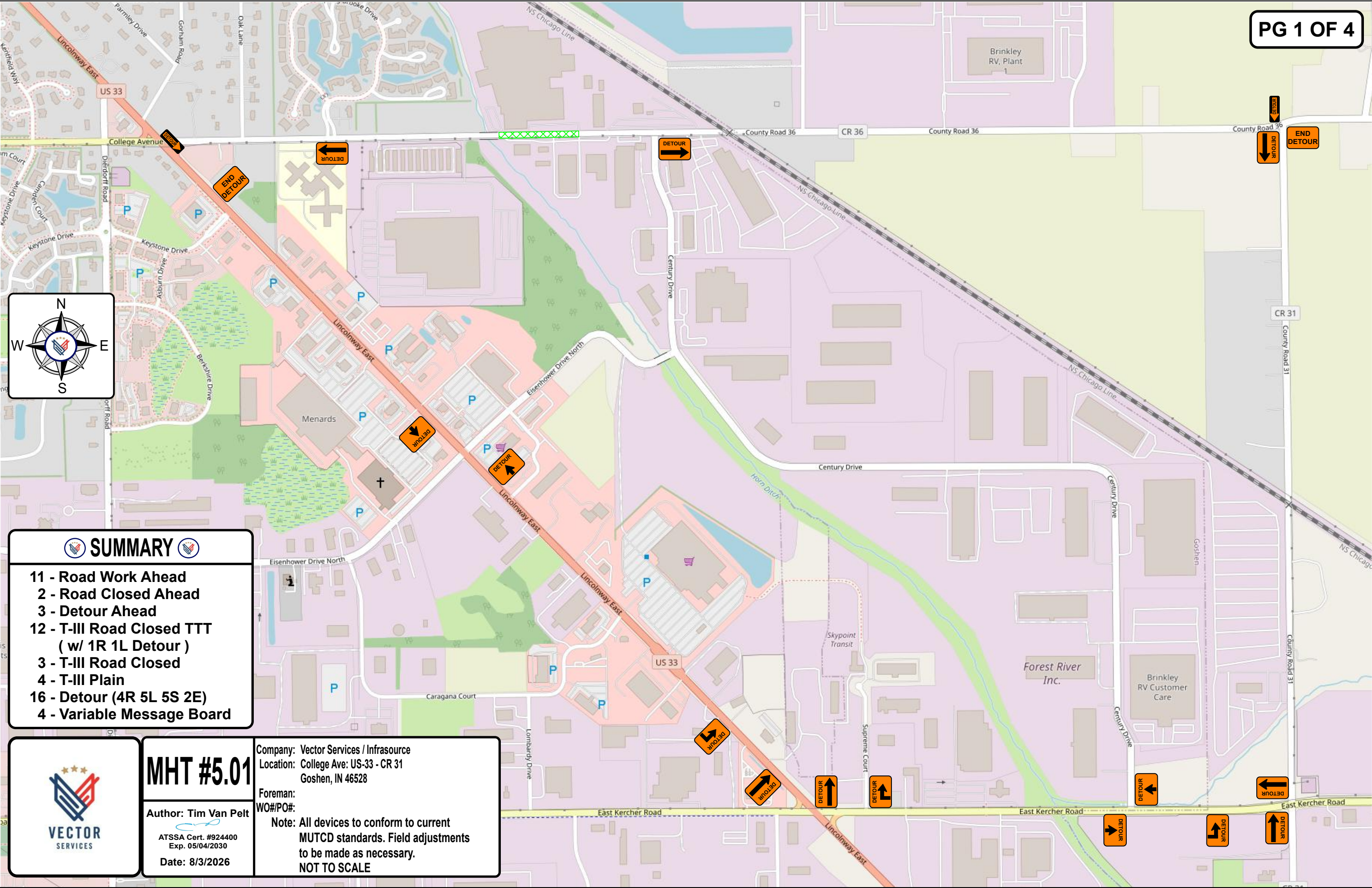
Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



 **SUMMARY** 

11 - Road Work Ahead
2 - Road Closed Ahead
3 - Detour Ahead
12 - T-III Road Closed TTT
(w/ 1R 1L Detour)
3 - T-III Road Closed
4 - T-III Plain
16 - Detour (4R 5L 5S 2E)
4 - Variable Message Board

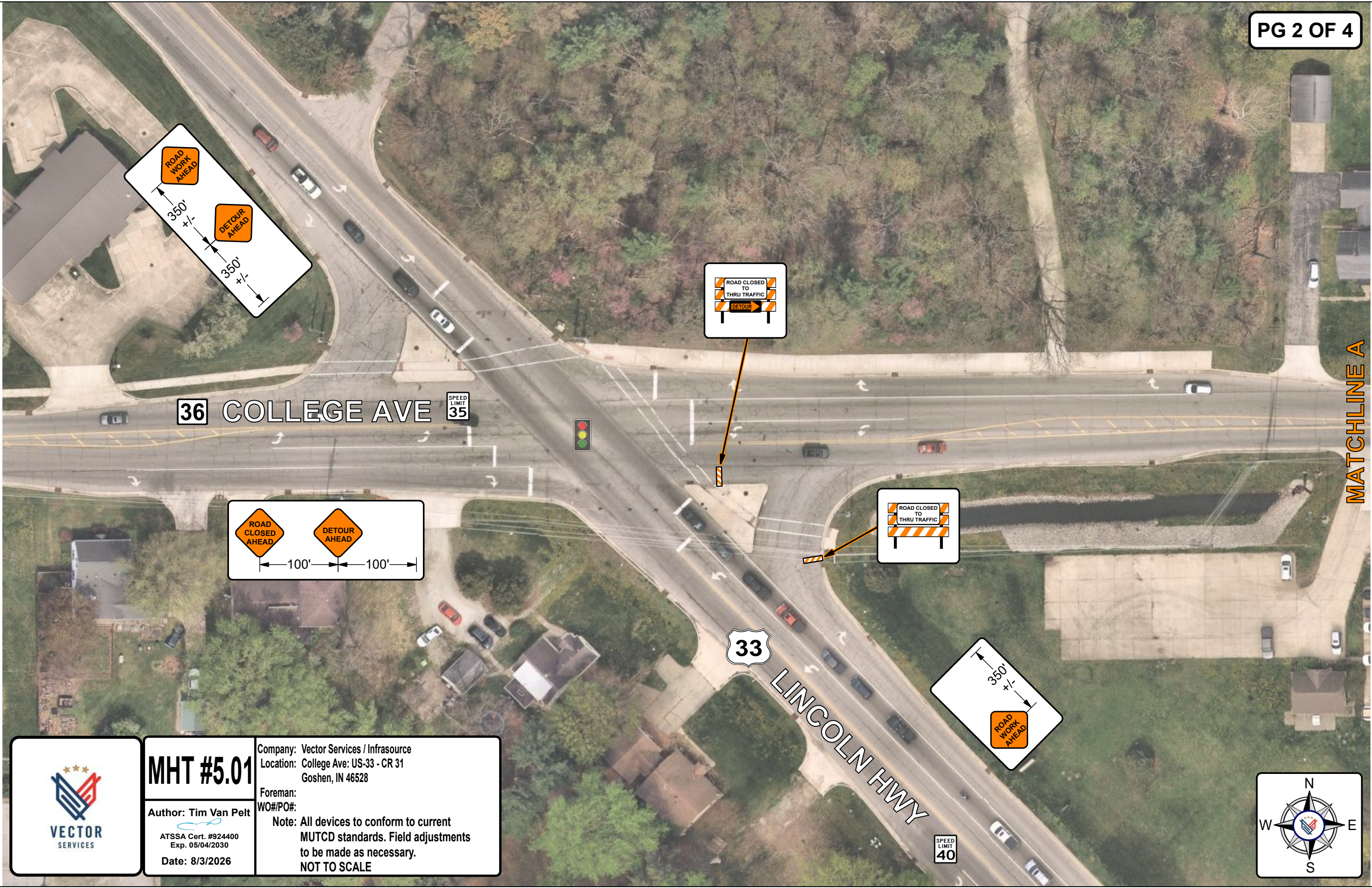


VECTOR
SERVICES

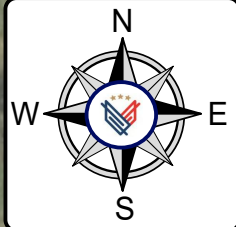
MHT #5.01

Author: Tim Van Pelt
ATSSA Cert. #924400
Exp. 05/04/2030
Date: 8/3/2026

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

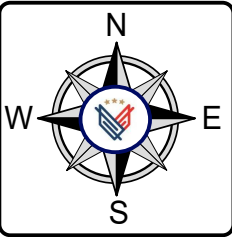
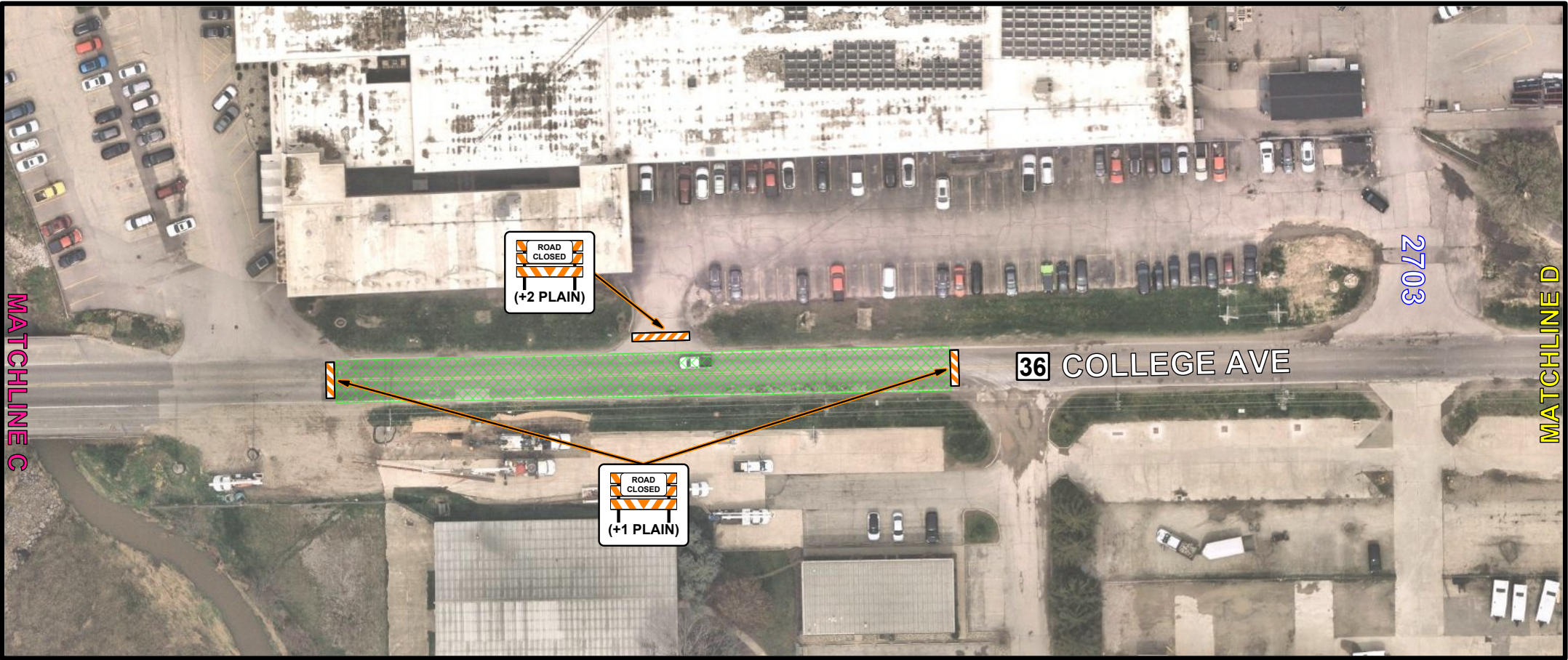
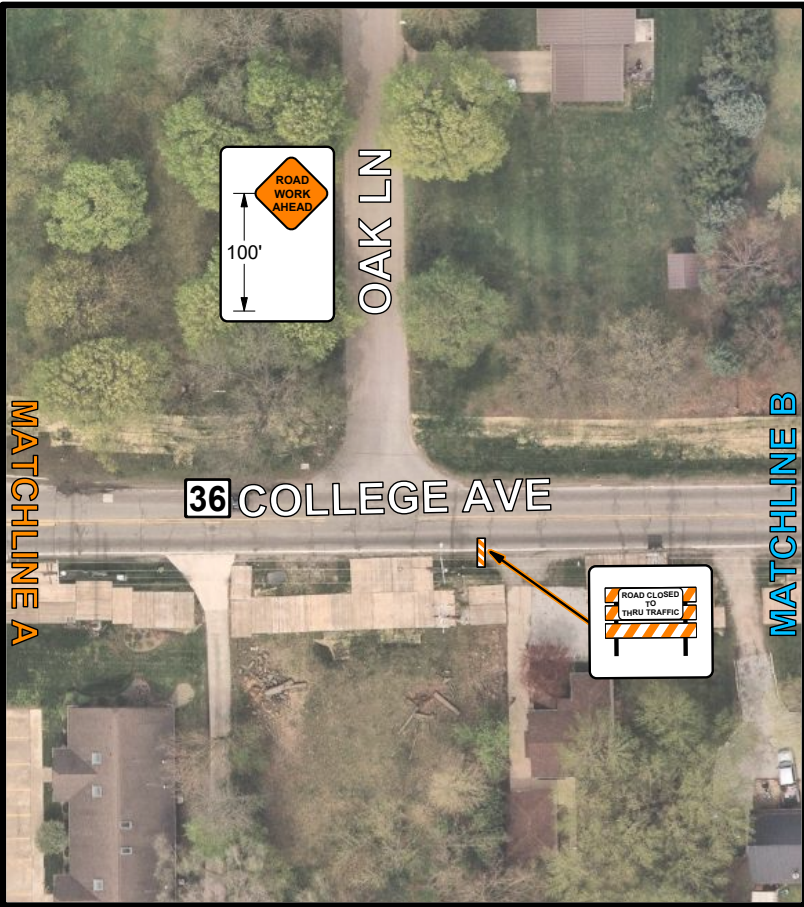


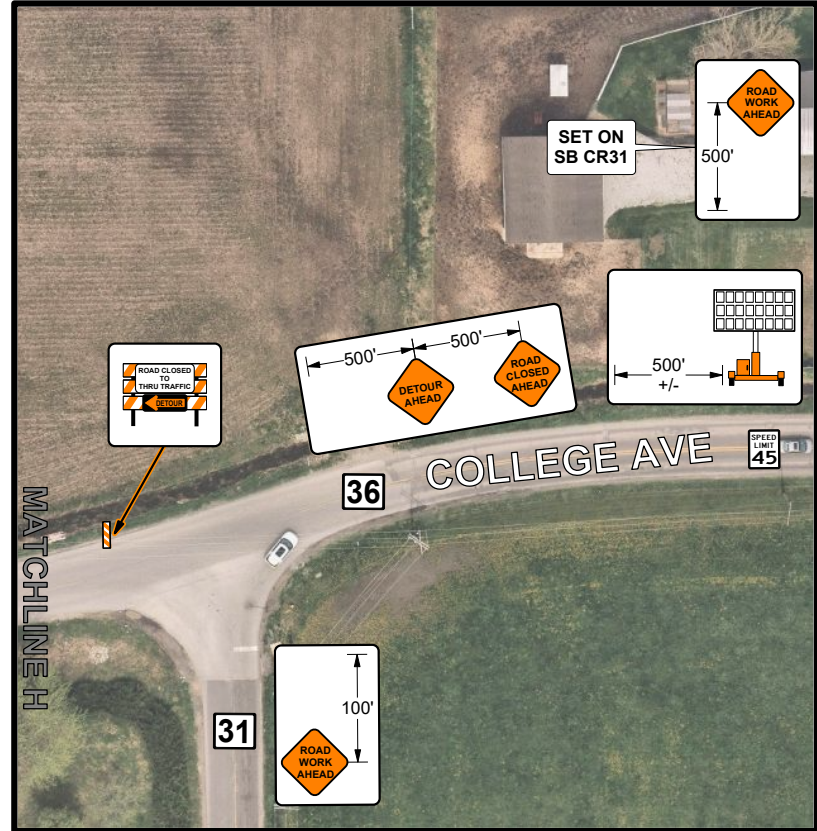
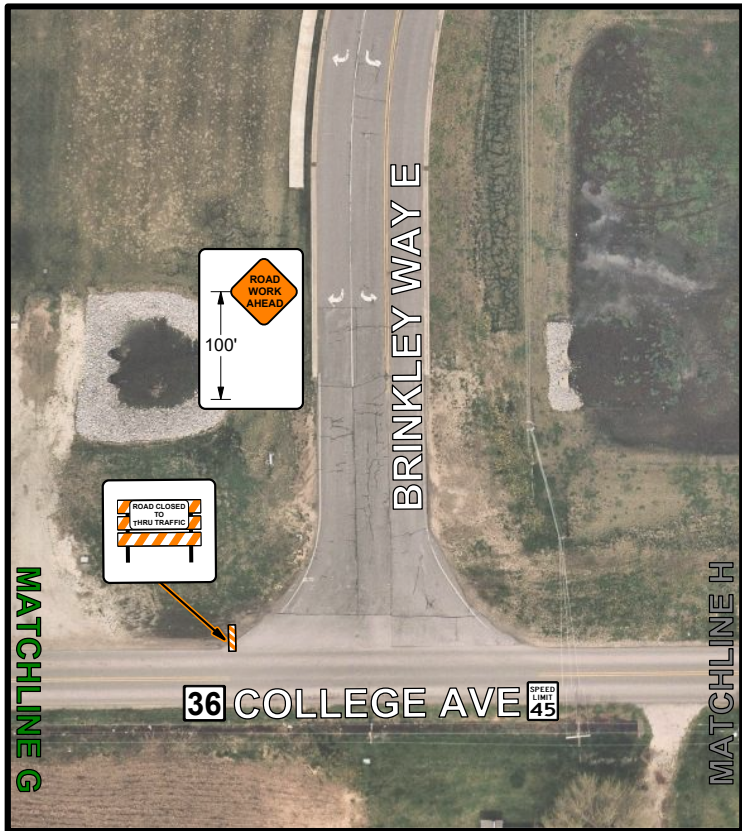
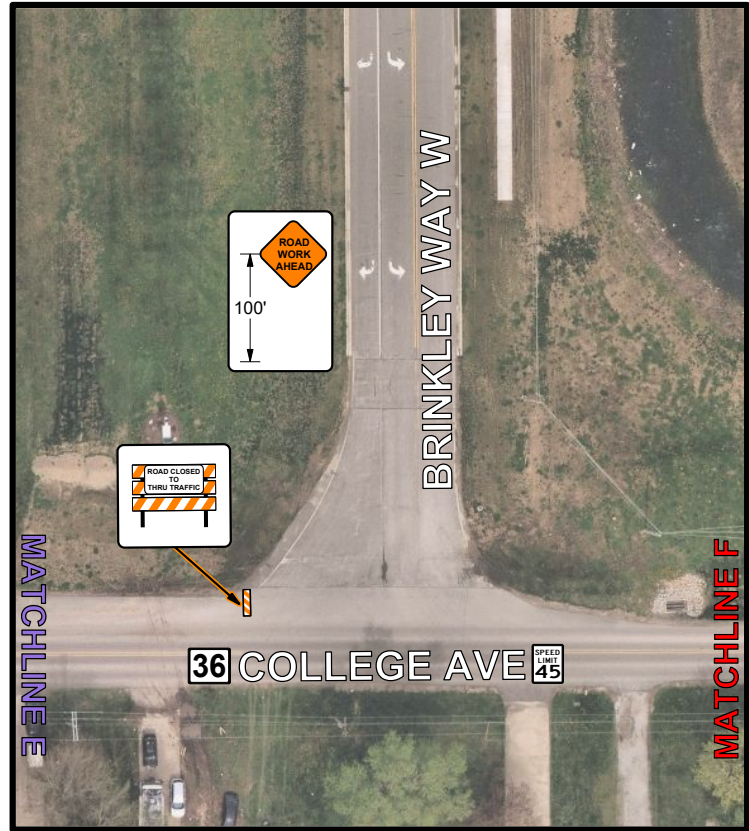
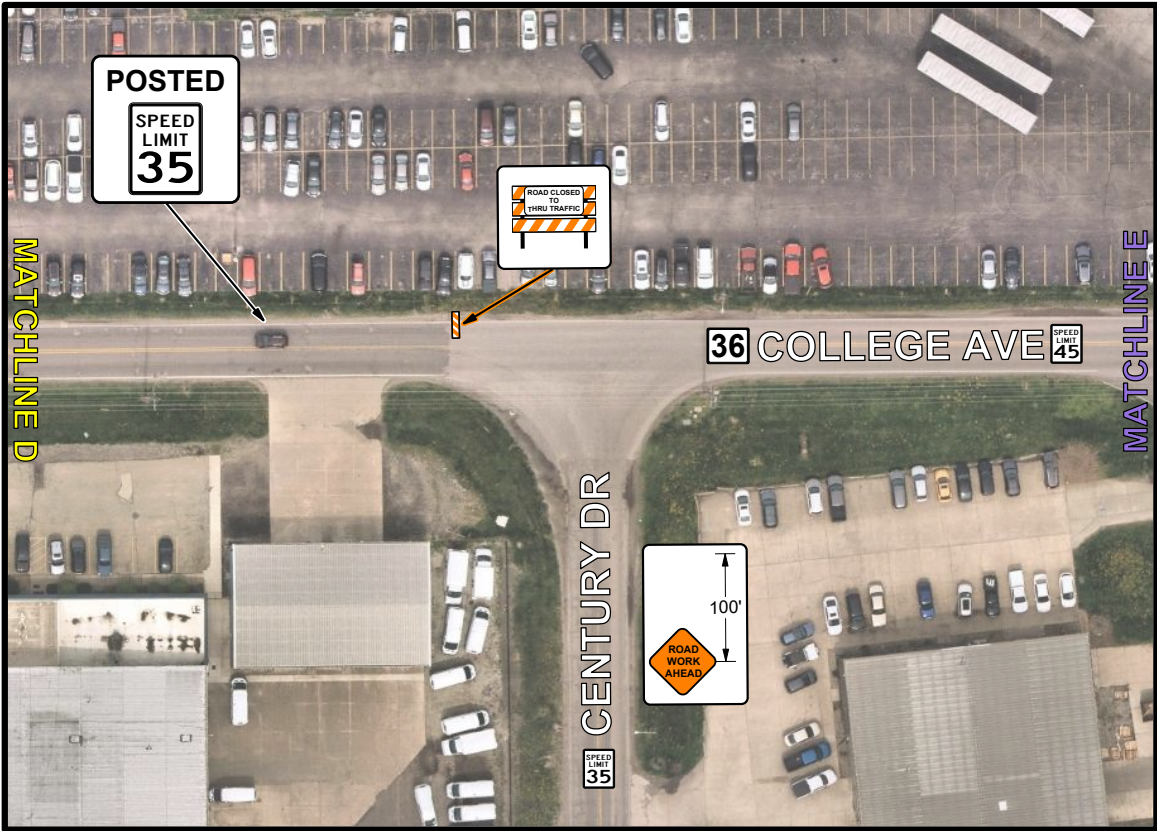
MHT #5.01	Company: Vector Services / Infrsource
	Location: College Ave: US-33 - CR 31 Goshen, IN 46528
	Foreman:
	WO#/PO#:
Author: Tim Van Pelt	Note: All devices to conform to current MUTCD standards. Field adjustments to be made as necessary. NOT TO SCALE
ATSSA Cert. #924400 Exp. 05/04/2030	
Date: 8/3/2026	



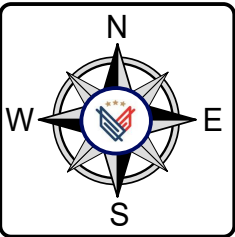


MHT #5.01	Company: Vector Services / Infrsource
	Location: College Ave: US-33 - CR 31 Goshen, IN 46528
	Foreman:
	WO#/PO#:
Author: Tim Van Pelt	Note: All devices to conform to current MUTCD standards. Field adjustments to be made as necessary.
ATSSA Cert. #924400 Exp. 05/04/2030	NOT TO SCALE
Date: 8/3/2026	





MHT #5.01	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
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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Engineering Department

RE: **2026 DRAFT CITY OF GOSHEN BRIDGE INSPECTION REPORT
(JN:2026-0003)**

DATE: October 8, 2026

In December 2025, an agreement was established with DLZ to complete the City's bridge inspections for the years 2026 and 2028. DLZ has successfully completed the initial inspection, and we are now submitting copies of the draft report for the Board's review.

The Engineering Department will formally request the Board of Public Works & Safety to approve this report during the upcoming meeting on Thursday, October 29, 2026.

Please contact our department if you have any questions or require additional information prior to the meeting.

(The report can be viewed at: B:\Engineering\BOW\2026\2026.10.8\2026.10.08 BOW Memo - Review Draft Report of Bridge Inspections.pdf)



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

October 8, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Review Hearing – 711 E. Jefferson Street

This matter was previously before the Board on July 2, 2026. At that hearing, the Board affirmed the Building Commissioner's Order for this property, which required the following:

1. Abate the public nuisance on the property within ninety (90) days.
2. Remove an inoperable vehicle.
3. Demolition of the unsafe building (garage) on the property.

After review, the Board may find the order satisfied in whole or in part; modify the order, including extending the time to comply; impose a civil penalty if it finds a willful failure to comply; authorize the City to perform the work with the costs assessed against the owner and the property; or any other action permitted by law.

The Board's July 2, 2026 Order is attached, as well as the Building Department's Staff Report.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING/PUBLIC NUISANCE HEARING AUTHORITY
CONTINUOUS ENFORCEMENT ORDER**

July 2, 2026

IN RE: Violation of Goshen City Code

Property Address: 711 E. Jefferson Street

Property Tax Code: 20-11-10-315-012.000-015

Property Owner: D.L. Strycker

The Order of the City of Goshen Building Commissioner dated June 8, 2026 (hereinafter the "Order"), concerning the real property commonly known as 711 E. Jefferson Street, Goshen, Indiana, and more particularly described as follows:

Lot Number Twenty-two (22) in Wurster's Second Addition to the City of Goshen, Indiana, EXCEPT ten (10) feet off of the West side thereof; said Plat being recorded in Deed Record 61, page 73, in the Office of the Recorder of Elkhart County, Indiana.

LESS AND EXCEPTING:

A part of Lot 22 in Wurster's 2nd Addition to the City of Goshen, Indiana, a subdivision in the East Half of the Southwest Quarter of Section 10, Township 36 North, Range 6 East, Elkhart County, Indiana, the plat of which subdivision is recorded in Deed Record 61, Page 73 in the Office of the Recorder of Elkhart County Indiana, and being that part of the grantor's land within the right-of-way lines depicted on the on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Beginning at a point on the east line of said lot, North 1 degree 09 minutes 45 seconds West 107.20 feet from the southeast corner of said lot; thence North 65 degrees 46 minutes 01 second West 24.92 feet to the north line of said lot; thence North 89 degrees 52 minutes 57 seconds East 22.51 feet along said north line to said east line; thence South 1 degree 09 minutes 45 seconds East 10.28 feet along said east line to the point of beginning and containing 116 square feet, more or less.

(hereinafter the "Real Estate"), came before the Hearing Authority on July 2, 2026, for hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law, the City of Goshen Neighborhood Preservation Ordinance, and the City of Goshen Public Nuisance Ordinance.

During the hearing, the Goshen Building Department presented its Staff Report, consisting of evidence, testimony, and argument concerning the condition of the accessory structure on the Real Estate as well as the overall condition of the premises at the Real Estate.

- ☒ Owner and/or an Owner's representative was present during the hearing, and presented evidence, testimony, and argument concerning the condition of the accessory structure on the Real Estate and the overall condition of the premises at the Real Estate.
- ☐ Owner and/or an Owner's representative did not appear for the hearing.

Findings:

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The conditions at the Real Estate, including the accumulation of junk, debris, tires, and other materials constitutes a public nuisance under Goshen City Code § 6.10.2.4. Further, the accessory structure on the Real Estate is an unsafe structure under Indiana law. The Hearing Authority specifically adopts Section 2 of the Order, as well as the Staff Report and Analysis presented during the hearing, as its Findings.

The Hearing Authority further finds that good cause exists to modify the compliance schedule established by the Order. The Owner has engaged with the City in good-faith and has indicated an intent and plan to abate the public nuisance on the Real Estate and to demolish the unsafe accessory structure on the Real Estate in a timely manner.

Order:

The public nuisance and unsafe building determinations and findings of the City of Goshen Building Commissioner's Order are hereby AFFIRMED. The compliance scheduled established by the Order is MODIFIED as set forth in Paragraph 2 below; in all other respects the Order is 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.

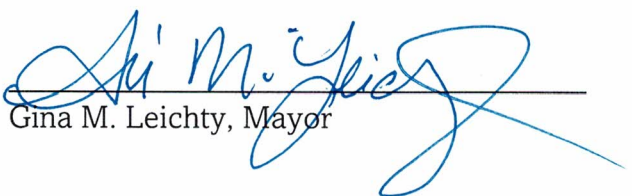
2. Owner is hereby ordered to abate the public nuisance by removing from the Real Estate and lawfully disposing of all accumulated junk, debris, tires, and other materials identified in Section 2.A(1) of the Order; and remove the inoperable vehicle described in Section 2.A(2) of the Order from the Real Estate. Owner is further ordered to demolish and remove the accessory structure on the Real Estate and to return to natural grade; all said demolition work to include obtaining required permits and passing required inspections; all said abatement and demolition work to be done and completed within ninety (90) days of this Order.
3. Owner must maintain the Real Estate free of any further accumulation of garbage, junk, debris, tires, or other materials constituting a public nuisance.
4. This matter is scheduled for hearing to review compliance with this Order before the Goshen Board of Public Works and Safety on October 8, 2026 at 4:00 p.m. (local time), or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
5. This order constitutes a final administrative decision, and Owner and/or Land Contract Purchaser has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
6. Per I.C. § 36-7-9-27, if Owner and/or Land Contract Purchaser transfers its interest or any portion of its interest in the Real Estate affected by this Continuous Enforcement Order to another person, Owner and/or Land Contract Purchaser must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the Real Estate, Owner and/or Land Contract Purchaser must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually

transferring the interest. Should the Owner and/or Land Contract Purchaser fail to comply with these provisions, then Owner and/or Land Contract Purchaser may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of July 2, 2026, is issued on July 2, 2026.

IT IS SO ORDERED.

City of Goshen Board of Public Works^{DRS} and Safety

By: 
Gina M. Leichty, Mayor

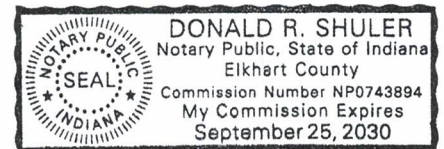
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on July 2, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public



This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, Indiana 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • goshen.in.gov

STAFF REPORT

PROPERTY 711 E. Jefferson Street, Goshen, Indiana
OWNER D.L. Strycker
PARCEL 20-11-10-315-012.000-015
HEARING October 8, 2026, 4:00 p.m.
PRIOR ORDER July 2, 2026 (Instr. No. 2026-13167)

BACKGROUND

On June 8, 2026, the Building Commissioner ordered the owner to clear a public nuisance, remove an inoperable vehicle, and demolish an unsafe garage. On July 2, the Board affirmed the Order and gave the owner 90 days to comply. That time ran September 30.

COMPLIANCE

REQUIREMENT	DEADLINE	STATUS
Remove junk, debris, and tires	Sept. 30	Complied
Remove inoperable vehicle	Sept. 30	Complied
Demolish garage; return to grade	Sept. 30	Not complied ; permit obtained Sept. 25
Keep premises free of accumulation	Continuing	Complied to date

STAFF RECOMMENDATION

1. Find the nuisance substantially abated and the vehicle removed.
2. Extend the garage deadline 60 days, to **December 7, 2026**.
3. Set a compliance review for **December 10, 2026**.
4. Keep the July 2 order otherwise in full force.

BASIS

The owner has acted in good faith. The nuisance is gone, and the permit is in hand. If the garage stands on December 7, staff may ask the Board to consider ramifications including a civil penalty and/or proceeding with bidding demolition at owner's expense.



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

October 8, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Review Hearing – 517/519 New York

This matter was previously before the Board on September 3, 2026. At that hearing, the Board affirmed the Building Commissioner's Order and entered an Order requiring the public nuisance conditions to be abated and the residential structures to be repaired by October 4, 2026; imposed a civil penalty of \$2,500 for the owner's willful failure to comply, but postponed the effective date of that civil penalty to October 8, 2026; and reserved continuing jurisdiction and set the matter for review hearing.

Today's hearing is to review compliance with the Board's September 3, 2026 Order. 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. Based on the findings the Board makes, the Board may:

1. Continue the matter for further review.
2. Determine if the civil penalty of \$2,500, that was postponed to today, should take effect, be reduced, or be stricken.
3. Impose one (1) or more additional civil penalties if the Board specifically finds that significant work to comply has not been accomplished and that the premises have a negative effect on property values or the quality of life of the surrounding area, or require the provision of services by local government in excess of the services required by ordinary properties.
4. Authorize the Building Commissioner to proceed with remedial action as permitted by the Indiana Unsafe Building Law; or
5. Take any other action permitted by law to address the unsafe premises.

The Board's September 3, 2026 Order is attached, as well as the Building Department's Staff Report.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING/PUBLIC NUISANCE HEARING AUTHORITY
CONTINUOUS ENFORCEMENT ORDER**

September 3, 2026

IN RE: Violation of Goshen City Code

Property Address: 517/519 New York Street

Property Tax Code: 20-11-15-306-008.000-015

Property Owner: Unique Property Leasing, LLC

The Order of the City of Goshen Building Commissioner dated August 3, 2026 (hereinafter the "Order"), concerning the real property commonly known as 517-519 New York Street, Goshen, Indiana, said real estate more particularly described in **Exhibit A** (the "Real Estate"), came before the Hearing Authority on September 3, 2026, for hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law, the City of Goshen Neighborhood Preservation Ordinance, and the City of Goshen Public Nuisance Ordinance.

During the hearing, the Goshen Building Department presented its Staff Report, consisting of evidence, testimony, and argument concerning the condition of the residential structures on the Real Estate as well as the overall condition of the premises at the Real Estate.

Owner and/or an Owner's representative did not appear for the hearing.

Findings:

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The

conditions at the Real Estate, including the uncontained accumulation of solid waste, garbage, and litter; the accumulation of building materials, concrete block, and rubble; each constitute a public nuisance under Goshen City Code § 6.10.2.4. Pursuant to Goshen City Code § 6.10.2.10 and I.C. § 36-7-9-4(b)(2)(C), the existing of a public nuisance upon the Real Estate renders the Real Estate an unsafe premise within the meaning of the Indiana Unsafe Building Law. Therefore, each of the residential structures on the Real Estate is an unsafe building under I.C. § 36-7-9-4(a)(4). The Hearing Authority specifically adopts Section 2 of the Order, as well as the Staff Report and Analysis presented during the hearing, as its Findings.

The Hearing Authority further finds that Owner's failure to comply with Section 3.A of the Order was willful. The Order identified the conditions, the action required, the time allowed, and the consequences of noncompliance. Owner did not contact the City nor request additional time. The action required by Section 3.A – removal of garbage, litter and an accumulation of debris, and arrangement of adequate container capacity – required no permit, no contractor, and no extraordinary expense. The debris accumulation has remained on the real estate since July 29, 2025, and upon re-inspection on August 31, 2026, the conditions described in Section 2.A of the Order remained unabated. Owner's failure to comply was not the result of inability or mistake, but of a decision not to act.

The Hearing Authority further finds that, upon re-inspection on August 31, 2026, no work had been commenced toward the action required by Section 3.B of the Order and no current permit has been obtained.

The Hearing Authority further finds, based on the testimony received at the hearing, that the solid waste container presently located upon the Real Estate is not serviced on a regular collection schedule. The Hearing Authority finds that the continued presence of the container is a cause of the recurring accumulation of solid waste described in Section 2.A.(1) of the Order, and that removal of the container together with its contents is reasonably related to, and is a means of accomplishing, the action required by Section 3.A of the Order.

Order:

The public nuisance and unsafe building determinations and findings of the City of Goshen Building Commissioner's Order are hereby AFFIRMED in their entirety, and the Order remains in full force and affect.

1. This Order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. Owner is hereby ordered to abate the public nuisance by removing from the Real Estate and lawfully disposing of all accumulated garbage, solid waste, and litter located outside a solid waste container, as described in Section 2.A.1 of the Building Commissioner's Order, and thereafter keep the Real Estate and the area surrounding every solid waste container upon the Real Estate free of such accumulation. Owner is further ordered to provide at the Real Estate a number of solid waste containers and arrange a frequency of collection sufficient to contain all solid waste generated at the Real Estate between collections, so that no solid waste is deposited or permitted to remain outside such container(s). Owner is further Ordered to repair and rehabilitate the structures described in Section 2.B of the Building Commissioner's Order so as to eliminate all unsafe conditions and bring the structures into compliance with the applicable standards for building condition and maintenance under 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; with all such work to include obtaining required permits and passing required inspections.
3. Owner must maintain the Real Estate free of any further accumulation of garbage, junk, debris, tires, or other materials constituting a public nuisance. Without limiting the foregoing, the recurrence upon the Real Estate of the condition described in Section 2.A.(1) of the Order – solid waste deposited or permitted to remain outside a container, or above the maximum loading level of any container – constitutes a violation of a violation of this Continuous Enforcement order and may be abated by the City without the issuance of any further order or notice.
4. The Building Commissioner, as Enforcement Authority, is authorized and directed to cause the action required by Section 3.A of the Order to be performed pursuant to I.C. §§ 36-7-9-10 and 36-7-9-11(a)(3) and Goshen City Code § 6.10.2.6(b), by

containing the owner of the solid waste container described in the Findings above and arranging for the removal of that container and its contents from the Real Estate. Such work may be performed by the Enforcement Authority using the City's own workers and equipment, or by a contractor, and may be performed without further notice to Owner. Owner is liable for the actual cost of the work performed, including any charges of the container's owner for removal and disposal, together with an amount representing the average processing expense incurred by the Enforcement Authority as provided in I.C. § 36-7-9-12, and administrative expenses, legal expenses, and attorney fees as provided by Goshen City Code § 6.10.2.6(b). Such costs will be collected and enforced as provided by I.C. §§ 36-7-9-13 and 36-7-9-13.5 and deposited in the City Unsafe Building Fund.

5. Owner must complete all work required by Section 3.A and 3.B of the Building Commissioner's Order (and Paragraph No. 2 of this Continuous Enforcement Order) by October 4, 2026.
6. Pursuant to I.C. § 36-7-9-7(e), a civil penalty in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) is hereby imposed upon the owner for Owner's willful failure to comply with Sections 3.A and 3.B of the Building Commissioner's Order. The effective date of this civil penalty is postponed to October 8, 2026. If the Hearing Authority is satisfied on or before that date that all work necessary to fully comply with the Order has been completed, or that substantial good faith efforts have been to complete all such work, the Hearing Authority may order the civil penalty reduced or stricken.
7. The Hearing Authority expressly reserves 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 Five Thousand Dollars (\$5,000.00) each.
8. This matter is scheduled for hearing to review compliance with this Order before the Goshen Board of Public Works and Safety on **October 8, 2026 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
9. This order constitutes a final administrative decision, and Owner and/or Land Contract Purchaser has the right to appeal these findings of fact and this

Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.

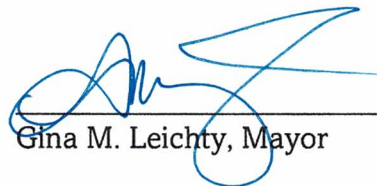
10. Per I.C. § 36-7-9-27, if Owner and/or Land Contract Purchaser transfers its interest or any portion of its interest in the Real Estate affected by this Continuous Enforcement Order to another person, Owner and/or Land Contract Purchaser must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the Real Estate, Owner and/or Land Contract Purchaser must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner and/or Land Contract Purchaser fail to comply with these provisions, then Owner and/or Land Contract Purchaser may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of September 3, 2026, is issued on September 10TH, 2026.

IT IS SO ORDERED.

City of Goshen Board of Public Works and Safety

By:



Gina M. Leichty, Mayor

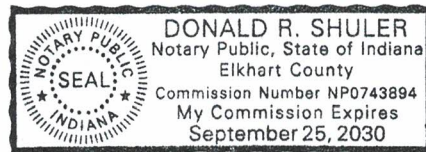
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on September 8th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public



This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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

Exhibit A – Legal Description

A part of the recorded Plat of Lots Numbered One (1), Two (2), and Three (3) in Smoker-Miller Homes Addition to the City of Goshen, Indiana, as the same is known and designated in the official records of Elkhart County, Indiana, and more particularly described as follows:

Beginning at an iron stake marking the Southeast Corner of Lot Number Three (3) in said above described Addition; thence North 1 degree 14 minutes West along the West line of Ninth Street and the East line of said Lot Three (3), 97.06 feet; thence South 88 degrees 54 minutes West, 121 feet; thence North 1 degree 14 minutes West, .5 feet; thence South 88 degrees 54 minutes West 26.6 feet to the East line of a public alley and the West line of Lot Number One (1) in said Addition; thence South 1 degree 14 minutes East 94.4 feet to the North line of New York Street; thence due East along the North line of New York Street, 148 feet to the place of beginning of this description.

Said insured real estate is more particularly described as follows:

Beginning at an iron pipe found at the Southeast Corner of Lot Number Three (3) in Smoker-Miller Homes Addition to the City of Goshen; thence along the West right-of-way of Ninth Street and the East line of Lot Number 3, North 01 degree 14 minutes West, 97.01 feet (97.06 feet recorded) to an iron set; thence leaving said right of way, South 88 degrees 54 minutes 00 seconds West, 72.84 feet to an iron set; thence South 00 degrees 03 minutes 08 seconds East, 95.58 feet to an iron set on the North right-of-way of New York Street; thence with the North right-of-way of New York Street, North 90 degrees 00 minutes 00 seconds East, 74.82 feet to the point of beginning of this description.

ALSO:

A part of the recorded Plat of Lots Numbered One (1), Two (2), and Three (3) in Smoker-Miller Homes Addition to the City of Goshen, Indiana, as the same is known and designated in the official records of Elkhart County, Indiana, more particularly described as follows:

Beginning at an iron stake marking the Southeast Corner of Lot Number Three (3) in said above described Addition; thence North 1 degree 14 minutes West along the West line of Ninth Street and the East line of said Lot Three (3), 97.06 feet; thence South 88 degrees 54 minutes West, 121 feet; thence North 1 degree 14 minutes West, .5 feet; thence South 88 degrees 54 minutes West 26.6 feet to the East line of a public alley and the West line of Lot Number One (1) in said Addition; thence South 1 degree 14 minutes East, 94.4 feet to the North line of New York Street; thence due East along the North line of New York Street, 148 feet to the place of beginning of this description.

Said insured real estate is more particularly described as follows:

Beginning at an iron on the North right-of-way of New York Street and being the Southwest corner of Tract #1 (said point of being 74.82 feet West of the Southeast Corner of Lot #3 in Smoker-Miller Homes Addition to the City of Goshen); thence along the West line of Tract #1, North 00 degrees 03 minutes 08 seconds West, 95.58 feet to an iron set; thence South 88 degrees 54 minutes 00 seconds West, 48.66 feet to an iron set; thence North 01 degree 14 minutes 00 seconds West, 50 feet to an iron set; thence South 88 degrees 13 minutes 07 seconds West, 26.52 feet (South 88 degrees 54 minutes West, 26.6 feet recorded) to an iron set at the East line of an alley and the West line of Lot Number 1; thence with said line, South 01 degree 09 minutes 48 seconds East, 94.35 feet (South 01 degrees 14 minutes 94.4 feet recorded) to an iron pipe found on the North right-of-way of New York Street; thence North 90 degrees 00 minutes 00 seconds East 73.34 feet to the place of beginning of this description.



CITY OF GOSHEN · BOARD OF PUBLIC WORKS AND
SAFETY

Staff Report

Review of Compliance with the Board's Order

517 / 519 New York Street, Goshen, Indiana

Continuous Enforcement Order of the Board dated September 3, 2026



THE SEPTEMBER 3 ORDER

What the Board Ordered

1

Clear the Garbage

Remove all garbage and litter outside a container. Keep the property clear. Remove the debris pile.

2

Get Service

Provide containers. Arrange collection often enough to hold what the property generates.

3

Finish the Buildings

Install the wall covering. Replace failed wrap and sheathing. Close the soffits and eaves.



Deadline and penalty. All work was due **October 4, 2026**. A **\$2,500.00** penalty was imposed for willful failure to comply, its effective date postponed to **today**. The Board kept jurisdiction to strike that penalty or add to it.



PART TWO

October 5 Re-Inspection

Conditions observed the day after the compliance deadline

The Debris Pile — Before and After the Board's Order



AUGUST 31, 2026



OCTOBER 5, 2026



Garbage on the Ground

§ 6.10.2.1(c)(1),(4),(7),(11) · Bags, cardboard, and loose garbage against the building · Re-inspected 10/5/2026



The Full Extent

§ 6.10.2.1(c)(1),(4),(7),(11) · Garbage spread across the lawn beside occupied units · Re-inspected 10/5/2026



No Work on the Siding

I.C. § 36-7-9-4(a)(4) · GCC § 6.3.1.1(bb) · Siding still stops mid-wall. House wrap still bare · Re-inspected 10/5/2026



Open Eaves, Bare Wrap

§ 6.10.2.1(c)(11) · I.C. § 36-7-9-4(a)(4) · The eave is open its whole run · Re-inspected 10/5/2026



STATUS OF COMPLIANCE

Where Each Requirement Stands

¶ 2 — Remove the garbage and litter

Due Oct 4, 2026

Not done — worse than September

¶ 2 — Provide containers and collection service

Due Oct 4, 2026

Not done — no container on site

¶ 2 — Repair and rehabilitate the structures

Due Oct 4, 2026

Not done — no work, no permit

¶ 5 — Remove the debris pile

Due Oct 4, 2026

Not done — unchanged

¶ 4 — Remove the solid waste container

September 2026

Done — by the City, not the Owner



Nothing the Board ordered has been done. The Owner has not contacted the City.



Effect on the Neighborhood

I.C. § 36-7-9-7(e)

Neighbors complained on September 19 and September 29, 2026. The second caller said it had gone on for months. The photograph at left is from September 21.

DOCUMENTED 9/21/2026



PART THREE

The Board's Decision

Continuing jurisdiction under I.C. § 36-7-9-7(e)



CIVIL PENALTIES

Two Decisions Before the Board



THE POSTPONED PENALTY

\$2,500.00 — Due Today

- Imposed September 3 for willful failure to comply.
- Effective date postponed to October 8 — today.
- The Board may let it stand, reduce it, or strike it.



ADDITIONAL PENALTIES

Up to \$5,000.00 Each

- Available under I.C. § 36-7-9-7(e) under the jurisdiction the Board kept.
- Requires two findings:
 - significant work has not been done; and
 - that the property hurts property values or quality of life nearby, or requires city services beyond the ordinary.



STAFF RECOMMENDATION

Adopt the Proposed Findings and Order

Staff recommends the Board adopt the proposed Findings and Order for 517/519 New York Street. The Findings and Order would:

- 1. Findings** — find the Owner has not complied with Paragraphs 2, 3, and 5 of the Board's September 3, 2026 Order, and that the failure was willful;
- 2. Civil penalty** — allow the \$2,500.00 civil penalty imposed September 3, 2026 to take effect in full, no work having been done and no good faith effort shown;
- 3. Additional civil penalty** — impose an additional civil penalty of \$5,000.00 under I.C. § 36-7-9-7(e), suspended until October 29, 2026, to be reduced or stricken if the Board is then satisfied the work is done;
- 4. Review hearing** — set a review hearing for Thursday, October 29, 2026.

Suggested motion:

“Move to find the Owner has not complied with the Board’s Order, allow the \$2,500 penalty to take effect, impose an additional \$5,000 penalty suspended until October 29, and to set a review hearing for October 29, 2026.”