



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., November 7, 2024

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Gina Leichty

Approval of Minutes: October 31, 2024

Approval of Agenda

- 1) Open Sealed Bids:** For services of a **Construction Manager as Constructor** for preconstruction and construction services required for the renovation of and improvements to the City Annex Building
- 2) Fire Department request:** Approve the promotion of **Garrett Sheline** to Captain
- 3) Fire Department request:** Approve the promotion of **Matt Stamm** to Lieutenant
- 4) Fire Department request:** Approve the promotion of **Charles Stevens** to Sergeant
- 5) Fire Department request:** Approve the hiring of **John Kauffman** as a Probationary Firefighter/Paramedic
- 6) Fire Department request:** Approve the promotion of **Phil Schrock** to the rank of Assistant Chief of Administration
- 7) Legal & Fire Departments request:** Approve the Memorandum of Understanding (MOU) between the City, **Joseph Cestone**, and Goshen Firefighters Association Local No. 1443 and authorize the Mayor to execute the MOU
- 8) Legal & Fire Departments request:** Approve the agreement between **Brycer, LLC** and the City, for the benefit of the Fire Department, for the provision of "The Compliance Engine" software, and authorize the Mayor to execute the agreement
- 9) Legal & Fire Departments request:** Approve and authorize Chief Anthony Powell to execute the Agency Designated Endowment Fund Agreement with the **Community Foundation of Elkhart County** to support the Goshen Fire Department Danny Sink Regional Training Facility



10) Legal Department request: Approve and authorize the Mayor to execute the agreement with **Barkes, Kolbus, Rife & Shuler, LLP** for the provision of legal services

11) Legal Department request: Approve and ratify the Mayor's execution of Amendment No. 1 to the contract for Solid Waste Collection Services with **Waste Management of Indiana, L.L.C.**, which would approve a 3.8% increase in unit rates effective Oct. 9, 2024

Privilege of the Floor

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING:

4:00 p.m., Nov. 7, 2024

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

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

12) Review hearing for the Order of the City of Goshen Building Commissioner for 208 Queen Street (Artisan Investment Group, LLC, property owner)

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE OCTOBER 31, 2024 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

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

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

REVIEW/APPROVE AGENDA: Mayor Leichty presented for consideration the minutes of the Oct. 3 regular meeting and the Oct. 10 and Oct. 24 special meetings. **Board member Mike Landis made a motion to approve all of the minutes as presented. Board member Barb Swartley seconded the motion. Motion passed 4-0.**

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by **Clerk-Treasurer Aguirre** with the addition of two new items: Approve and authorize the Mayor to execute the agreement with Cripe Design LLC for architectural services for the Central Garage Expansion Study and Closure of College Avenue, between Lincolnway East / US 33, and Century Drive from Nov. 4 until Nov. 9, 2024. **Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 4-0.**

1) Open Sealed Bids for: A 2025 or newer 15-passenger van for the Goshen Fire Department

In a memorandum to the Board, **Brandy Toms, a paralegal with the City Legal Department**, reported that the City solicited sealed quotes for the purchase of a 2025 or newer 15-passenger van, in accordance with Indiana Code § 5-22-8-3, on behalf of the City Fire Department. All sealed quotes were now due.

Mayor Leichty asked if there are any additional bids to be submitted to the Board. There were not. **The Mayor then announced that the following bids were received for a 2025 Ford Transport:**

- **Eby Ford Sales, Inc., Goshen, IN: \$55,400**
- **Jordan Automotive Group, Mishawaka, IN: \$58,524**

Landis/Swartley made a motion to forward all sealed proposals to the City Legal Department for review. The motion passed 4-0.

2) Police Department: Approve the resignation of Officer Preston Lancour #235, retroactive to Oct. 23, 2024
City Assistant Police Chief Shawn Turner asked the Board to accept the resignation of **Officer Preston Lancour #235, retroactive to Oct. 23, 2024.**

Chief Turner said Officer Lancour provided a resignation letter stating he had accepted a position with the LaGrange City Police Department. He said Officer Lancour initially provided a resignation effective Nov. 2, but stated he could start in LaGrange anytime. Since he was still in training and was not considered manpower, Chief Turner said the department informed Officer Lancour he could resign anytime, and it would not negatively impact the department. He then provided a modified resignation stating his last day working would be Oct. 22, 2024.

Chief Turner added, "We wish Officer Lancour the best in his future career at LaGrange City."

In his Oct. 22 letter of resignation, **Officer Lancour** wrote, in part, that he was resigning for a job closer to his family, including a newborn child. He also expressed his appreciation to the Goshen Police Department, adding:

"I have had great experiences and my field training officers all have been great to work with. Specifically, I'd like to recognize and thank Officer Rayl, Captain Everage, and Captain Kauffman. With the passing of my grandmother and birth of my son, they were all very supportive between checking on me during their personal time and working with my schedule to make sure I could have time off during my time of need. I will forever be grateful."



Landis/Swartley made a motion to accept the resignation of Officer Preston Lancour #235, retroactive to Oct. 23, 2024. Motion passed 4-0.

3) Police Department: request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Desmond Wilkens-Maxwell and approve his hiring as a Probationary Patrol Officer, retroactive to Oct. 28, 2024

City Assistant Police Chief Shawn Turner asked the Board of Public Works and Safety to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Desmond Wilkens-Maxwell**, dated Oct. 1, 2024, and approve his hiring as a Probationary Patrol Officer, retroactive to Oct. 28, 2024. **Chief Turner** said Officer Wilkens-Maxwell was a certified full-time police officer working for the City of Marion prior to coming to Goshen, adding, "We are thrilled to have Desmond joining our police department."

Landis/Swartley made a motion to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Desmond Wilkens-Maxwell, dated Oct. 1, 2024, and approve his hiring as a Probationary Patrol Officer, retroactive to Oct. 28, 2024. Motion passed 4-0.

After the Board's action, Mayor Leichty swore in Desmond Wilkens-Maxwell as a Goshen Police Officer.

4) Fire Department request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with John Kauffman and approve the hiring of Kauffman as a Probationary Firefighter, effective Nov. 8, 2024

Assistant Chief Anthony Powell asked the Board to ratify the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **John Kauffman**, dated Oct. 21, 2024. He also asked the Board to approve the hiring of Kauffman as a Probationary Firefighter, effective Nov. 8, 2024.

Landis/Swartley made a motion to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with John Kauffman, dated Oct. 21, 2024, and to approve the hiring of Kauffman as a Probationary Firefighter, effective Nov. 8, 2024. Motion passed 4-0.

5-7) Fire Department request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreements with Charles Holderbaum, Brian Guerra and Jeffery Gill and approve their hiring as Probationary Firefighters, effective Nov. 15, 2024

Assistant Chief Anthony Powell asked the Board to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreements with **Charles Holderbaum, Brian Guerra and Jeffery Gill**, all dated Sept. 12, 2024. He also asked the Board to approve the hiring of Holderbaum, Guerra and Gill as Probationary Firefighters, effective Nov. 15, 2024.

Landis/Swartley made a motion to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreements with Charles Holderbaum, Brian Guerra and Jeffery Gill, all dated Sept. 12, 2024, and approve their hiring as Probationary Firefighters, effective Nov. 15, 2024. Motion passed 4-0

8) Fire Department request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Ryan Rentfrow and approve the hiring of Rentfrow as a Probationary Firefighter, effective Nov. 15, 2024

Assistant Chief Anthony Powell asked the Board to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Ryan Rentfrow**, dated Sept. 30, 2024. He also asked the Board to approve the hiring of Rentfrow as a Probationary Firefighter, effective Nov. 15, 2024.



Landis/Swartley made a motion to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Ryan Rentfrow, dated Sept. 30, 2024, and to approve the hiring of Rentfrow as a Probationary Firefighter, effective Nov. 15, 2024. Motion passed 4-0.

9) Legal/Fire Departments request: Approve Amendment to Conditional Offer of Employment Agreement with Travis J. Snethen for the Goshen Fire Department

City Attorney Bodie Stegelmann said the Board extended a conditional offer of employment to and entered into a Conditional Offer of Employment Agreement with **Travis J. Snethen** on Feb. 1, 2024. At that time, Snethen had completed the paramedic training program, but he had not yet completed the examination for a paramedic license. Still, **Stegelmann** said it was the intent of Goshen Fire Department that Snethen would receive the hiring bonus provided he obtained an Indiana paramedic license and obtained National Registry Paramedic certification, but this was not reflected in the original agreement.

Stegelmann recommended that the Board approve and authorize the Mayor to execute an Amendment to Conditional Offer of Employment Agreement with Snethen that removes language from the original agreement and substitutes new language in which Snethen agrees to obtain National Registry Paramedic certification and obtain an Indiana paramedic license within 11 months of his first day of employment with the Goshen Fire Department. Snethen agreed to serve as an active paramedic for a minimum of three full years, and as a first-time employee for the Goshen Fire Department, the City will pay Snethen the standard hiring bonus.

Landis/Swartley made a motion to approve the Amendment to the Conditional Offer of Employment Agreement with Travis J. Snethen, and authorize the Mayor to execute the Amendment. Motion passed 4-0.

10) Fairfield Community Schools request: Approve connecting restrooms and a concession stand to its sewer collection system as an accessory or subordinate structure

Tim Leer, the Director of Facilities for the Fairfield School Corporation, said Fairfield is constructing a new recreational facility that will include restrooms and a concession stand. A sanitary sewer line was run to the campus in 2004 under a Water and Sewer Agreement, recorded in the County Recorder's office as record number 2004-04789.

In a memo to the Board, **Leer** indicated Fairfield understands City Ordinance 4333, Section 3.03(M), requires subordinate sewer taps to be connected to the primary structure's sewer tap. Because the school campus is served by a single municipal lift station, the school contends that it meets the spirit of the ordinance with the public school grounds being the single customer. Precedents for similar approvals were provided when on campus school administration offices and the school bus garage were connected to the municipal sewer system.

Leer requested the Board's permission to add the restrooms and concession stand to the sewer collection system as an accessory or subordinate structure.

Landis/Swartley made a motion to approve adding the restrooms and concession stand in the new Fairfield Community Schools facility to the sewer collection system as an accessory or subordinate structure. As a condition of approval, Fairfield understands that each subordinate sewer connection on the campus will be required to directly connect to the public sewer main should the campus be parceled off and sold to another entity. Motion passed 4-0.

11) Legal Department: Award a contract to Eby Ford Sales, Inc., as the lowest responsible and responsive bidder, and approve and authorize Mayor Leichty to execute the agreement for the purchase of sixteen (16) 2025 Ford Hybrid Explorer Police Pursuit vehicles, including warranty packages and eight (8) spare tire and wheel sets, at a total cost of \$802,246



City Attorney Bodie Stegelmann said the City solicited bids for the purchase of 16 2025 Ford Hybrid Explorer Police Pursuit vehicles in accordance with Indiana Code § 5-22-8-3. The bids were as follows:

Vendor	Unit price	Warranty package (72-month/125,00 miles) \$1,855 per vehicle)	Spare tire & Wheel (8 only @ \$703 set)	Total price
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Eby Ford	\$47,935	\$29,680	\$5,624	\$802,246
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Jordan Ford	\$48,670	\$29,680	\$5,624	\$814,024
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Stegelmann recommended that **Eby Ford Sales, Inc.** be awarded the purchase agreement as the lowest responsive and responsible bidder with a total cost of \$802,246. He further recommended that the Board approve and authorize the Mayor to execute the agreement for the purchase of sixteen (16) 2025 Ford Hybrid Explorer Police Pursuit vehicles, including warranty packages and eight (8) spare tire and wheel sets at a total cost of \$802,246.

Landis/Swartley made a motion to award a contract to Eby Ford Sales, Inc., as the lowest responsible and responsive bidder, and approve and authorize Mayor Leichty to execute the agreement for the purchase of sixteen (16) 2025 Ford Hybrid Explorer Police Pursuit vehicles, including warranty packages and eight (8) spare tire and wheel sets at a total cost of \$802,246. Motion passed 4-0.

12) Legal Department: Award the bid for the purchase of a tandem axle dump truck to Selking International as the lowest responsive and responsible bidder and approve and authorize Mayor Leichty to execute the purchase agreement with Selking

City Attorney Bodie Stegelmann said solicited sealed bids for the purchase of a tandem axle dump truck in accordance with Indiana Code § 5-22-8-3. Sealed bids were opened by the Board on Oct. 3, 2024.

Below is a summary of the bids received:

Vendor	Total Bid
Selking International	\$249,659.36
Truck Centers, Inc.	\$260,372.00

Stegelmann said the City Street Department requested that the Board award the bid to **Selking International** for the purchase of a tandem axle dump truck as the lowest responsive and responsible bidder.

Landis/Swartley made a motion to award the bid for the purchase of a tandem axle dump truck to Selking International as the lowest responsive and responsible bidder and to approve and authorize Mayor Leichty to execute the purchase agreement with Selking International. for the purchase of a tandem axle dump truck. Motion passed 4-0.

13) Legal Department: Approve and authorize the Mayor to execute the agreement with Otis Elevator Company for elevator maintenance for the Police & Courts Building at a cost of \$2,116.80 per year for a 5-year term of service

City Attorney Bodie Stegelmann recommended that the Board approve and authorize the Mayor to execute the attached agreement with Otis Elevator Company for elevator maintenance for the Police and Courts Building. He said Otis Elevator will be paid \$2,116.80 per year for a 5-year term of service.

Landis/Swartley made a motion to approve and authorize the Mayor to execute the agreement with Otis Elevator Company for elevator maintenance for the Police and Courts Building at a cost of \$2,116.80 per year for a 5-year term. Motion passed 4-0.

14) Legal Department: Approve and authorize Mayor Leichty to execute the agreement amendment with Cummins, Inc. to include the North Plant generator, 308 North 5th St., for annual inspections and diagnostic testing for \$3,307 per year, increasing the annual cost to \$22,234



City Attorney Bodie Stegelmann said the City wished to amend the agreement with Cummins, Inc to provide inspections and diagnostic testing to include North Plant generator located at 308 North 5th Street. He said the cost of including this generator to the maintenance schedule of generators will cost \$3,307 annually increasing the total annual cost to \$22,234.

Stegelmann recommended that the Board approve and authorize Mayor Leichthy to execute the Agreement Amendment with Cummins to include the generator located at 308 North 5th Street.

Landis/Swartley made a motion to approve and authorize Mayor Leichthy to execute the Agreement Amendment with Cummins, Inc. to include the North Plant generator located at 308 North 5th Street for annual inspections and diagnostic testing at a cost of \$3,307 per year, increasing the annual cost to \$22,234. Motion passed 4-0.

15) Legal Department: Approve Resolution 2024-25, Interlocal Memorandum of Understanding for 2024 Edward Byrne Memorial Justice Assistance Grant Formula Program Award

City Attorney Bodie Stegelmann said Elkhart County government, the City of Elkhart, and the City of Goshen have made a joint application for and were awarded funding from the Edward Byrne Memorial Justice Assistance Grant Program. Each entity would receive \$18,728 for fiscal year 2024 to be used for criminal justice purposes.

Stegelmann said the resolution before the Board would approve the terms and conditions of the Interlocal Memorandum of Understanding and ratify Mayor Leichthy's execution of the Interlocal Memorandum of Understanding on behalf of the Board of Public Works and Safety and the City.

Stegelmann noted that the Common Council approved this same agreement on Monday, Oct. 28, 2024.

Landis/Swartley made a motion to adopt Resolution 2024-25, Interlocal Memorandum of Understanding for 2024 Edward Byrne Memorial Justice Assistance Grant Formula Program Award. Motion passed 4-0.

16) Engineering Department: Approve the lowering of the water level in the Millrace Canal, from Nov. 1-22, 2024, to allow for repair work to be completed on Madison Street and to close the Madison Street Bridge access to the Millrace Canal Pedestrian Path until the roadway is repaired

City Director of Public Works & Utilities Dustin Sailor said City staff was asking the Board to approve the lowering of the water level in the Millrace Canal, from Nov. 1-22, 2024, for repair work to be completed on a section of the Madison Street permeable paver roadway damaged by a beaver that dug a burrow into the side of the canal. In a memo, **Sailor indicated** that to avoid future damage to the canal bank and Madison Street, the repaired canal bank will be armored with sufficiently sized river rock on the south side of Madison Street.

During this time, access to the Millrace Canal via the Madison Street Bridge will be closed with access to the pedestrian path still open at Jefferson Street or Douglas Street. **Sailor** added that information regarding the lowering of the water level in the Millrace Canal will be provided to the public through signboards placed along the roadways adjacent to the Canal, via the City's website, and on social media.

Mayor Leichthy said she hopes the beaver finds a new home on a nearby farm.

Landis/Swartley made a motion to approve the lowering of the water level in the Millrace Canal from Nov. 1 to Nov. 22 to allow for repair work to be completed on Madison Street and to close the Madison Street Bridge access to the Millrace Canal Pedestrian Path until the roadway is repaired. Motion passed 4-0.

17) Engineering Department request: Accept the drainage plan for the Double Oak Subdivision, which the developer's Indiana-licensed professional engineer prepared

City Director of Public Works & Utilities Dustin Sailor said pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, the City Engineering Department has reviewed the drainage plan for the Double Oak Subdivision on behalf of the Board of Works and Safety.



The Goshen Engineering Department finds the proposed drainage plan adequate for a 1 hour - 100-year rain event, which equates to 3-inches of rainfall in 24-hours, without significant impact to the property down gradient of the development.

Sailor said the Engineering Department recommends the Board's acceptance of the plan with the understanding that Goshen Engineering reviewed the drainage plan for general adherence to good engineering practice. He said the Board should note in its drainage approval that acceptance of the development's drainage plan in no way guarantees the drainage plan and drainage improvements will work as intended and the City accepts no liability for any design failures. All concerns related to the development's drainage improvement(s) will be referred back to the development's licensed professional(s).

Landis/Swartley made a motion to accept the drainage plan for the Double Oak Subdivision, which the developer's Indiana-licensed professional engineer prepared. The City does not warrant the drainage plan will function as intended and accepts no liability for any failure of the drainage design. Motion passed 4-0.

18) Engineering Department request: Accept the drainage plan for the Crossing Subdivision, Phase 2 & 3, which was prepared by the developer's Indiana licensed professional engineer

City Director of Public Works & Utilities Dustin Sailor said pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, Goshen Engineering has reviewed the drainage plan for The Crossing Subdivision, Phase 2 & 3, on behalf of the Board of Works and Safety. He said the City Engineering Department finds the proposed drainage plan adequate to maintain on-site runoff from a 1 hour - 100-year rain event, which equates to 3-inches of rainfall in 24-hours.

Sailor said the Engineering Department recommends the Board's acceptance of the plan with the understanding that Goshen Engineering reviewed the drainage plan for general adherence to good engineering practice. He said the Board should note in their drainage approval that acceptance of the development's drainage plan in no way guarantees the drainage plan and drainage improvements will work as intended and the City accepts no liability for any design failures. All concerns related to the development's drainage improvement are to be referred back to the development's licensed professional(s).

Landis/Swartley made a motion to accept the drainage plan for the Crossing Subdivision, Phase 2 & 3, which was prepared by the developer's Indiana licensed professional engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for any failures of the drainage design. Motion passed 4-0.

19) Engineering Department request: Approve \$2,000 agreement with the Michiana Council of Governments (MACOG) for annual traffic counts

City Director of Public Works & Utilities Dustin Sailor said attached to the Board's agenda packet was the annual agreement with the Michiana Council of Governments (MACOG) to supply the City of Goshen with Traffic Counts at locations listed in the agreement, for \$2,000.

MACOG will also complete two (2) intersection analyses of the City's choice, which will include collecting traffic counts at the intersection, turn movements, signal timing data, digital photography, accident data, GPS data and a geometric layout of the intersection. Engineering is still determining which intersections will be done.

Landis/Swartley made a motion to approve agreement with the Michiana Council of Governments (MACOG) for \$2,000 for annual traffic counts. Motion passed 4-0.

20) Engineering Department request: Approve Change Order No. 3 for the County Courts Consolidation Roadway Improvements project to remove the unsuitable soils, deliver additional material, additional labor, and landfill tipping fees for an increase of \$55,483.50



City Director of Public Works & Utilities Dustin Sailor said attached to the Board's agenda packet was Change Order No. 3 for the County Courts Consolidation Roadway Improvements project.

In his memorandum to the Board, **Sailor** wrote that soil samples have been taken and it was found that existing soils within the proposed new roadway near U.S. 33 are unsuitable to build the road. The recommendation is the complete removal of the unsuitable soils. There will be additional material needed, labor and fees associated with the removal of the unsuitable soils. There are landfill tipping fees, equipment and labor that will be handled through the creation of new contract line items.

Sailor wrote that the original contract amount was \$4,165,762.30. The removal of unsuitable soils, additional materials needed, and landfill tipping fees will increase the contract by \$55,483.50, for a revised contract amount of \$4,249,478.56, an increase of 2.01 percent.

Landis/Swartley made a motion to approve Change Order No. 3 to remove the unsuitable soils, deliver additional material, additional labor, and landfill tipping fees for a \$55,483.50 increase. Motion passed 4-0.

21) Engineering Department request: Approve and authorize the Mayor to sign the Amendment No. 5 with Donohue & Associates, Inc. for \$85,500 to provide design, bid, and construction support services for the Replacement of the Methane Recovery Cover for Digester #1 at the Goshen Wastewater Treatment Plant
City Director of Public Works & Utilities Dustin Sailor requested approval for an \$85,500 expenditure to hire Donahue & Associates, Inc. for engineering services for replacement of the Goshen Wastewater Plant Digester #1 Cover.

The project will replace the existing torn and aging cover with a new cover compatible with the existing digester structure and existing equipment associated with the Digester. The project will include mounting modifications, replacement hoses, two new system fans, and a number of replacement anchor bolts for Digester #2 Cover. The requested design fee will be executed as Amendment No. 5 to the existing Agreement, "Design and Bidding Services for Wastewater Treatment Plant Improvement, Lift Station Improvement & Rock Run Interceptor Phase I Improvement Projects," executed on Nov. 26, 2018. Fees will be paid from remaining SRF loan funds available from an associated construction account.

In response to a question from **Mayor Leichty**, **Sailor** said the cover will "most likely" be the same color as now.

Board member Landis asked the age and life expectancy of the cover. **Sailor** said the life expectancy is roughly 10 years, but the current one was purchased in 2010.

Landis/Swartley made a motion to approve and authorize the mayor to sign the attached Amendment No. 5 with Donohue & Associates, Inc. for \$85,500 to provide design, bid, and construction support services for the Replacement of the Methane Recovery Cover for Digester #1 at the Goshen Wastewater Treatment Plant. Motion passed 4-0.

22) Legal Department request: Approve and authorize the Mayor to execute the agreement with Cripe Design LLC for architectural services for the Central Garage Expansion Study at a cost to the City of \$3,500

City Attorney Bodie Stegelmann recommended that the Board approve and authorize the Mayor to execute an agreement with Cripe Design LLC for architectural services for the Central Garage Expansion Study, for \$3,500.

Landis/Swartley made a motion to approve and authorize the mayor to execute the agreement with Cripe Design LLC for architectural services for the Central Garage Expansion Study at a cost to the City of \$3,500.

NOTE: City Attorney Stegelmann provided a memorandum outlining the request to the Board (EXHIBIT #1).

23) Engineering Department request: Approve the closure of College Avenue, between Lincolnway East / US 33, and Century Drive, from Nov. 4 until Nov. 13, 2024



City Project Manager Andrew Lund said the City Engineering Department was requesting permission to close College Avenue to through traffic between Lincolnway East/US 33 and Century Drive. He said there will be a hard closure near the bridge over Horn Ditch. The road will be closed next week, starting Nov. 4 until Nov. 13, as needed. **Lund** said the Engineering Department was requesting this closure in order for the City Water and Sewer Department to perform utility potholing throughout the closure area. This information is needed to complete design of Phase I of the upcoming College Avenue roadway reconstruction.

Landis/Swartley made a motion to approve the closure of College Avenue, between Lincolnway East/US 33, and Century Drive from Nov. 4, until Nov. 9, and Nov. 12-13, as needed. Motion passed 4-0.

NOTE: City Project Manager Lund provided a memorandum outlining the request to the Board (EXHIBIT #2).

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

Mayor Leichty opened Privilege of the Floor at 4:31 p.m.

City Project Manager Andrew Lund said the City was informed Wednesday that Norfolk Southern plans to close the railroad crossing on County Road 38, just outside the City limits. He said the City verified that the crossings at County Road 31 and College Avenue will remain open. The closing will be from Nov. 1 to Nov. 6 or Nov. 7. Although he doesn't believe traffic will be unduly affected, **Lund** said he wanted to inform the Board of the closure.

There were no other comments, so Mayor Leichty closed the public comment period at 4:32 p.m.

Mayor Leichty closed the Board of Public Works meeting at 4:33 p.m. and opened a review hearing for 425 N. 9th Street (Christopher D. Jones, property owner).

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING:

4:00 p.m., Oct. 31, 2024

Members present: Mayor Leichty, Mike Landis, Orv Myers and Barb Swartley

24) Review of the Continuous Enforcement Order of the City of Goshen Building Commissioner for 425 North 9th Street (Christopher D. Jones, property owner)

At 4:33 p.m., Mayor Leichty convened a hearing to review the Continuous Enforcement Order of the City of Goshen Building Commissioner for 425 N. 9th Street (Christopher D. Jones, property owner).

BACKGROUND:

In an Oct. 25, 2024 memorandum, **Assistant City Attorney Don Shuler** reminded the Board that on March 28, 2024, it issued a Record of Action and Continuous Enforcement Order for the property at 425 N. 9th Street, Goshen. **Shuler** wrote that he Board's Order found the building at the property to be an unsafe building warranting of demolition, but that it could be repaired. Thus, the Board provided an opportunity for repair, permitting 90 days to complete repairs necessary to address all violations at the property.

Shuler wrote that Order was reviewed on July 25, 2024; following the presentation of information and evidence, the Board tabled the matter until Oct. 31, 2024 for further review. A copy of that Order was attached to the Board's agenda packet.



Shuler wrote that the Board has continuing jurisdiction over the enforcement of its Order. Therefore, the Board should receive any additional information and evidence concerning the property and its status.

Shuler wrote that at the conclusion of the hearing, the Board could take any of the following actions:

1. Continue the matter for further review at a future date.

2. Modify the Order in any of the following ways:

- a. Provide additional time to make repairs
- b. Order demolition of the unsafe building
- c. Find completion of repairs and rescind the Order

3. Upon a finding of willful failure to comply, impose a civil penalty up to \$5,000.

- a. The effective date of the civil penalty may be postponed for a reasonable period to permit repairs to be made

On Feb. 29, 2024, the Board held an unsafe building hearing for the property at 425 N. 9th Street.

At that hearing, following the presentation of evidence and statements from the Goshen Building Department and the property owner, Christopher Jones, the Board tabled the matter and scheduled further review for March 28, 2024, with the following conditions:

(1) That Mr. Jones or his attorney provide a written summary of the current status of his litigation and collection efforts in Cause No. 20D05-2012-PL-238. This summary was to include a summary of the collection efforts to date, a reasonable time table for collection, and a statement as to the reasonable likelihood of success of collection.

(2) That Mr. Jones maintain the exterior of the property at 425 N. 9th Street, to include cleaning up the yard in compliance with City of Goshen ordinances. Specifically, this was to include the removal of accumulated materials outside the structure, such as lumber, appliances, cars, doors, books, tires, air conditioning parts, and other materials.

(3) The Goshen Building Department would be permitted to inspect the structure on the property prior to the March 28, 2024 hearing.

(4) Jones would appear at the March 28, 2024 hearing with his attorney or other representative.

The original Order of the City of Goshen Building Commissioner, dated April 13, 2023, required: **Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before May 19, 2023.**

The Order cited six violations of Goshen City Code Title 6, Article 3, Chapter 1. The Order also noted the structure was filled with trash, debris, materials, and other materials, and generally had not been kept in a clean and sanitary condition that would permit human habitation, occupancy, or use under City Code.

DISCUSSION AND OUTCOME OF CONTINUED BOARD HEARING ON OCT. 31, 2024:

At 4:33 p.m., Mayor Leichty convened the review hearing.

Present were: Board members **Leichty, Landis, Myers and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Inspector Travis Eash; Christopher Jones (property owner); and his attorney, Don Berger.**

Assistant City attorney Don Shuler provided the background of the case and the reason for the review hearing. He also discussed actions the Board could take after considering evidence presented today.

Shuler said Christopher Jones now has clear title to the property at 425 North 9th Street. He provided the Board with a two-page Default Judgment Quieting Title to the property signed on Oct. 25, 2024 by Elkhart County Judge Stephen R. Bowers. A copy of the document was introduced as **EXHIBIT #3.**



After being sworn in by the **Mayor** to provide truthful and complete testimony, **City Building Inspector Travis Eash** provided an update on the property at 425 North 9th Street. Eash distributed to Board members a one-page memorandum, dated Oct. 31, 2024, about the current condition of 425 North 9th Street. (EXHIBIT #4),

Reading from his memo, **Eash** said, "I have met with Mr. Jones and his case worker a couple of times over the last week to go over a few questions on the work he has done on some framing upstairs and also about the status of the title. I decided to not get updated photos considering there hasn't been much change to this point."

Eash continued, "The interior of the property is relatively in the same condition other than some rafters he has replaced or have been repaired. Most if not all of the violations in the original Order still remain.

"Mr. Jones has done a good job of maintaining the exterior of the property throughout the summer and fall. His communication with the City through this process has been good and him getting a clear title of the property is evidence of his motivation. He has also asked about renewing his permits this week."

Eash concluded, "Now that he has a clean title to the property he can move forward with repairs and possibly applying for some assistance if necessary. From the Building Department's standpoint, we would like to see all permits renewed or new permits applied for and a time frame for repairs now that he has a clear title. Also, to see some repairs being made to the property, starting with the framing and then electrical and plumbing. The property is still in an unsafe condition."

Mayor Leichty asked if the Building Department was recommending moving from a demolition order to a repair order. **Eash** said that wouldn't be the department's recommendation until repairs are made that remedy the unsafe condition of the house. **Eash** also clarified the order of the proposed repairs – framing following by electrical and plumbing repairs.

Mayor Leichty invited comments from **Christopher Jones** and his attorney, **Don Berger** of South Bend, after swearing them in to give truthful and complete testimony.

Berger said has been helping Jones through the process of getting clear title to the property and other issues. He said the title and other issues have now been resolved with the default judgment quieting the title and it was provided to the City. **Berger** asked that the Board allow Jones to move forward with the process of repairing the home.

Mayor Leichty asked **Jones** if there was anything he wanted to add.

Jones said he has been working very hard and doesn't want to lose the house. He said, "Any help would be appreciated and I appreciate the Board's patience and understanding with this issue."

Mayor Leichty asked **Jones** to describe his plans for the repairs and his proposed next steps.

Jones said he needs to pull repair permits and develop a plan for the plumbing, heating, insulation and electrical work. He said that is where he is at.

Mayor Leichty said she was impressed by **Jones'** efforts and offered the following comments: "You have stayed the course. You have made sure that you've cooperated with the City. You've been good to your neighbors by making sure that the yard stays clean and you've sought additional support to keep up with this very large project in spite of the odds that were stacked against you and in spite of people taking your money that you were owed for this project."

The **Mayor** continued: "You're the kind of property owner that we want and need in Goshen – somebody who's responsible and is willing, when things go wrong, to do the right thing. And you've done the right thing. So, I'm personally very proud of you and I'm proud of you on behalf of the City of Goshen. So, I know that I'll certainly be advocating for the Board to approve the (Building) Commissioner's recommendation. But I also wanted to offer my personal commendation for you sticking with it. And I believe you're going to continue sticking with it.

Jones thanked the Mayor and added, "That means a lot."

Mayor Leichty invited comments or questions from Board members.

Board member Landis asked what kind of a motion was needed.



Mayor Leichty asked **Assistant City Attorney Shuler** if he had any counsel for the Board.

Shuler said the Board had many options at its disposal, such as further modifying its prior demolition order. At present, he said in effect was a modified demolition order that allowed for property repairs.

Shuler said the Board could extend that order and provide more time for repairs with benchmarks that would need to be achieved by certain dates. He added that today's hearing was scheduled with the expectation the property's title issues would be resolved, which they were. He said the Board could schedule a future hearing with the expectation that framing, plumbing and electrical work would be advanced.

Mayor Leichty asked **Jones** the status of his lawsuit to reclaim funds from the contractor who received some of Jones' insurance settlement funds but never made repairs. **Jones** said his attorney has filed several motions, but the contractor didn't appear for the last court hearing. He added that his attorney has filed liens on the contractor's properties. So, he said the case was still pending.

Mayor Leichty recapped the Building Department's recommendation that **Jones** now pull repair permits, which would be a modification of the Board's previous order, and that the Board schedule a future hearing with specific work and benchmarks to be achieved by the date of the next hearing. She said she wanted to see progress on the framing and monthly check-ins with the Building Department and check-ins with the Board every three months.

Board member Landis asked **Eash** if the repairs would be under a consolidated permit and about the fees. **Eash** said **Jones** didn't need to get all the permits at once. He said the framing should be the first permit followed by plumbing or electrical permits, saying this would be a better approach.

Mayor Leichty said she would also want **Jones** to maintain his yard and not add any additional items outside. She said this should be an added condition approved today by the Board.

The Mayor asked **Jones** if he had any additional comments or questions.

Jones said he previously pulled the framing, electrical and plumbing permits but was never able to use them. He asked if he could get a fee waiver since was unable to use or renew the permits because of his prior title issue.

Mayor Leichty said the Board would ask about a fee waiver. She asked **Eash** about Jones's request, adding that she knows the City doesn't provide refunds on permits.

Eash said the City Building Commissioner was not present and he didn't know who would make that call. **Eash** said he understood the point **Jones** was making and his inability to complete the work.

Mayor Leichty asked **City Attorney Bodie Stegelmann** if the Board had the authority to waive the permit fees.

Stegelmann said he was unaware the Board has ever addressed this issue. He said he would need to check if the ordinance that established the fees allows any waiver of fees. **Stegelmann** also said the City Board of Building Appeals might be the right board to consider an appeal of the fees.

Mayor Leichty told **Jones** the City would need to get back to Jones about this.

Clerk-Treasurer Aguirre said if a fee waiver is granted it would be good to have a memorandum on file specifying this for City accounting and state auditing purposes.

Board member Landis and the **Mayor** briefly discussed the terms of the proposed motion.

Landis/Swartley then made a motion that, for the property at 425 North 9th Street, that the current order remains in place and have a Board review on Jan. 30, 2025 for updates with the conditions that the property owner maintain the exterior of the property in good order as it has been and that the permit for remodeling be pulled so the structure can be brought to the point that mechanical repairs can begin as long as he property owner check in monthly with the Building Department. The motion passed 4-0.

At 4:54 p.m., **Mayor Leichty** adjourned the hearing and reopened the meeting of the Board of Public Works and Safety.



Approval of Civil City and Utility Claims

Mayor Leichthy/Board member Landis moved to approve Civil City and Utility claims and adjourn the meeting. The motion passed 4-0.

Adjournment

Mayor Leichthy adjourned the meeting, at 4:54 p.m.

EXHIBIT #1: *A memorandum, dated Nov. 7, 2024, by the City Legal Department recommending that the Board approve and authorize the Mayor to execute an agreement with Cripe Design LLC for architectural services for the Central Garage Expansion Study, for \$3,500. City Attorney Bodie Stegelmann distributed the memo to the Board before consideration of added agenda item #22.*

EXHIBIT #2: *An Oct. 31, 2024 memorandum from the City Engineering Department requesting the Board's permission to close College Avenue to through traffic between Lincolnway East / US 33 and Century Drive, Nov. 4 until Nov. 13, 2024 for the City Water and Sewer Department to perform utility potholing throughout the closure area. The memo was for added agenda item #23.*

EXHIBIT #3: *Assistant City attorney Don Shuler provided the Board with proof that Christopher D. Jones now had clear title to the property at 425 North 9th Street, which was subject to a hearing for a Review of the Continuous Enforcement Order of the City of Goshen Building Commissioner. Shuler provided the Board with a two-page Default Judgment Quieting Title to the property signed on Oct. 25, 2024 by Elkhart County Judge Stephen R. Bowers.*

EXHIBIT #4: *An Oct. 31, 2024 one-page memorandum written by City Building Inspector Travis Eash about the status of 425 North 9th Street. This memo was submitted during and for consideration of agenda item #24, Review of the Continuous Enforcement Order of the City of Goshen Building Commissioner for 425 North 9th Street (Christopher D. Jones, property owner.)*

APPROVED:

Mayor Gina Leichthy

Mike Landis, Member



Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



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

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204 East Jefferson Street, Suite 2
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November 4, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Open Sealed Proposals for Annex Building Renovation

The City has solicited sealed proposals to be opened by the Board of Public Works and Safety, seeking proposals for the services of a Construction Manager as Constructor for preconstruction and construction services required for the renovation of and improvements to the City Annex Building.

A sealed proposal may be delivered to the Board, c/o Clerk-Treasurer's Office, until 3:45 p.m. of the date of the meeting. After 3:45 p.m. and up until 4:00 p.m. of the date of the meeting, a sealed proposal may be delivered to the Board in the City Court Room / Council Chambers.

Prior to opening proposals, it is recommended that an announcement be made to determine if there are any additional proposals to be submitted to the Board. Otherwise, any proposal that is submitted after the Board begins opening proposals will be returned. After making this announcement, the Board should open any and all sealed bids submitted for consideration, identify the bidder, and return all proposals to Legal Department for review.



ANTHONY D. POWELL, ASSISTANT FIRE CHIEF
FIRE DEPARTMENT, CITY OF GOSHEN
209 N. 3rd Street Goshen, Indiana 46526
Phone (574) 537-3853
Cell (574) 596-0940
Fax (574) 533-7263
anthonypowell@goshencity.com www.goshenindiana.org

November 7, 2024

To: Board of Works and Public Safety
RE: Promotion of Garrett Sheline to Captain
From: Assistant Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request approval for the promotion of Lieutenant Garrett Sheline to the rank of Captain within the Goshen Fire Department. Lieutenant Sheline has exemplified dedication and professionalism throughout his service, consistently upholding the department's mission and values. His proven leadership abilities and commitment to excellence make him an outstanding candidate for this promotion.

I am confident that Lieutenant Sheline's promotion to Captain will further enhance our department's capabilities and service to the community.

Thank you for your consideration of this request.

Respectfully,

Anthony Powell



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anthonypowell@goshencity.com www.goshenindiana.org

November 7, 2024

To: Board of Works and Public Safety

RE: Promotion of Matthew Stamm to Lieutenant

From: Assistant Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request approval for the promotion of Sergeant Matthew Stamm to the rank of Lieutenant within the Goshen Fire Department. Sergeant Stamm has exemplified dedication and professionalism throughout his service, consistently upholding the department's mission and values. His proven leadership abilities and commitment to excellence make him an outstanding candidate for this promotion.

I am confident that Sergeant Stamm's promotion to Lieutenant will further enhance our department's capabilities and service to the community.

Thank you for your consideration of this request.

Respectfully,

Anthony Powell



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November 7, 2024

To: Board of Works and Public Safety
RE: Promotion of Charles Stevens to Sergeant
From: Assistant Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request approval for the promotion of Firefighter Charles Stevens to the rank of Sergeant within the Goshen Fire Department. Firefighter/Paramedic Stevens has exemplified dedication and professionalism throughout his service, consistently upholding the department's mission and values. His proven leadership abilities and commitment to excellence make him an outstanding candidate for this promotion.

I am confident that Firefighter/Paramedic Stevens's promotion to Sergeant will further enhance our department's capabilities and service to the community.

Thank you for your consideration of this request.

Respectfully,

Anthony Powell



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November 7, 2024

To: Board of Works and Public Safety

RE: Hiring of John M. Kauffman as Probationary Firefighter/Paramedic

From: Assistant Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request approval for the hiring of John M. Kauffman as a probationary firefighter paramedic. John brings valuable skills and a strong commitment to serving our community, which will be an asset to our department. His qualifications align well with the high standards we uphold, and I am confident he will make a positive impact as part of our team.

Thank you for considering this request.

Respectfully,

Anthony Powell



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November 7, 2024

To: Board of Works and Public Safety

RE: Promotion of Phil Schrock to Assistant Chief of Administration

From: Assistant Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request approval for the promotion of Captain Phil Schrock to the rank of Assistant Chief of Administration. Captain Schrock has consistently demonstrated unwavering dedication to our department's mission and values. His leadership and commitment to fostering positive change have made a significant impact on our team, and his deep understanding of our operations uniquely qualifies him for this role.

Captain Schrock's success in his previous roles showcases his ability to adapt and innovate, ensuring that he brings both experience and a forward-thinking perspective to this essential position. I am confident that his promotion will further strengthen our administrative leadership and enhance our department's service to the community.

Thank you for considering this request.

Respectfully,

Anthony Powell



CITY OF GOSHEN LEGAL DEPARTMENT
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November 4, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Memorandum of Understanding – Fire Department Employment of Joseph Cestone

The Board extended a conditional offer of employment to and entered into a Conditional Offer of Employment Agreement with Joseph F. Cestone on October 28, 2021. Cestone has completed the paramedic training per the Conditional Offer of Employment, but did not otherwise become a certified paramedic. The Fire Department, the Fire Union, and Cestone have discussed retaining his employment as they discuss potential revisions to their ambulance run procedures, and wish to utilize the attached Memorandum of Understanding (MOU) to amend the prior Conditional Offer of Employment Agreement.

It is recommended that the Board approve and authorize the Mayor to execute the attached MOU. The MOU provides that Cestone will retain his employment with the City Fire Department, that he will continue to serve as an Emergency Medical Technician on ambulance runs, and is otherwise bound by all obligations consistent with the prior Conditional Offer of Employment Agreement and the Collective Bargaining Agreement between the City and the Fire Union.

Suggested Motion: Move to approve the Memorandum of Understanding between the City, Joseph Cestone, and Goshen Firefighters Association Local No. 1443 and authorize the Mayor to execute the MOU.

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety ("City"), Joseph F. Cestone ("Cestone"), and Goshen Firefighters Association Local No. 1443 ("Union").

Recitals:

WHEREAS, Cestone was extended a conditional offer of employment by City on October 28, 2021, requiring Cestone to complete paramedic training and certification;

WHEREAS, Cestone completed the paramedic training but did not otherwise become a certified paramedic as required by the conditional offer of employment;

WHEREAS, Cestone is currently certified as an Emergency Medical Technician (EMT) and has maintained all other required employment standards;

WHEREAS, City and Union are seeking to revise its ambulance run procedures and staffing requires as currently specified in Article XVII of the Agreement between City and Union;

WHEREAS, City, Union, and Cestone wish to maintain Cestone's employment as an EMT, subject to the terms of this MOU.

Agreement:

1. Cestone shall be retained by the City in the role of an EMT, regardless of failure to achieve the paramedic certification as stipulated in the Conditional Offer of Employment dated October 28, 2021.
2. Cestone agrees to serve as an active EMT for a minimum of three (3) years from the date of this MOU, unless terminated for other reasons pursuant to the collective bargaining agreement or departmental policies. If Cestone fails to serve as an active EMT for three (3) full years, Cestone agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000.00) for the paramedic training. The Fifteen Thousand Dollars (\$15,000.00) will be credit at the rate of Five Thousand Dollars (\$5,000.00) for each full year Cestone serves City as an active EMT. Credit will not be given for partial years of service.
3. The Union affirms that this MOU is consistent with the collective bargaining agreement and that Cestone, in his capacity as an EMT, will be subject to all the rights and obligations of said collective bargaining agreement.

4. Cestone agrees to meet all other conditions of employment as required by City and the collective bargaining agreement, including maintaining certifications, participating in training, and adhering to department policies.
5. This MOU shall serve as an amendment to the original Conditional Offer of Employment, with the paramedic certification requirement modified as described herein.
6. Any amendments to this MOU must be in writing and signed by all parties. This MOU shall be governed by and construed in accordance with the laws of the State of Indiana.

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

By: _____
Gina M. Leichty, Mayor

Joseph F. Cestone

Date: _____

Date: _____

Goshen Firefighters Association Local No. 1443

By: _____

Printed: _____

Title: _____

Date: _____



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November 4, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Engine – Goshen Fire Department Agreement

The attached agreement proposes a collaboration between the Goshen Fire Department and Brycer, LLC to implement “The Compliance Engine” solution for the Department. This solution is intended to streamline the tracking and management of fire inspection reports.

It is recommended that the Board approve and authorize the Mayor to execute the attached agreement. Under the agreement, Brycer will provide the Goshen Fire Department with access to The Compliance Engine at no direct cost. Brycer will handle fees associated with third-party inspectors, who will submit fire inspection reports into the system for oversight and follow-up. The agreement includes safeguards on data ownership, system uptime, and client support, ensuring Brycer’s responsibilities align with the Department’s operational needs.

Suggested Motion: Move to approve the agreement between Brycer, LLC and the City, for the benefit of the Fire Department, for the provision of “The Compliance Engine” software, and authorize the Mayor to execute the agreement.

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

September 10th, 2024

Goshen Fire Department
209 N 3rd St.
Goshen, IN, 46528

Re: “The Compliance Engine”

Dear: Goshen Fire Department

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, the City of Goshen, Indiana, by and through the City of Goshen Board of Public Safety and Works, for the use and benefit of the Goshen Fire Department (Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- ***Availability.*** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level.*** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup.*** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and

attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

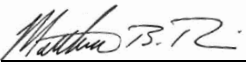
4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [**Goshen Fire Department**] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client may take actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies, but is not required to so do.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: 
Its: President

Acknowledged and Agreed to this
___ day of _____, 20___:

[**Goshen Fire Department**]

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** **BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.**
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

- such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
 12. **Independent Contractor.** Brycer shall operate as a separate entity and independent contractor of the Client. Any employees, agents, or subcontractors of Brycer shall be under the sole and exclusive direction and control of Brycer and shall not be considered employees, agents, or subcontractors of Client. Client shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Brycer and/or Brycer's employees, agents, or subcontractors. Brycer understands that Client will not carry worker's compensation or any other insurance on Brycer and/or Brycer's employees or subcontractors.
 13. **Non-Discrimination.** Brycer agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code § 22-9-1-10. Brycer or any subcontractors, or any other person acting on behalf of Brycer or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.
 14. **Employment Eligibility Verification.** Brycer shall enroll in and verify the work eligibility status of all Brycer's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Brycer is not required to participate in the E-Verify program should the program cease to exist. Brycer is not required to participate in the E-Verify program if Brycer is self-employed and does not employ any employees. Brycer shall not knowingly employ or contract with an unauthorized alien, and Brycer shall not retain an employee or continue to contract with a person that Brycer subsequently learns is an unauthorized alien.
 15. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
 16. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
 17. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
 18. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
 19. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
 20. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE COUNTY IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
 21. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
 22. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
 23. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and

which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the

limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

24. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

November 7, 2024

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agency Designated Endowment Fund Agreement between Community Foundation of Elkhart County and Goshen Fire Department

It is recommended that the Board approve and authorize Assistant Chief Anthony Powell to execute the attached Agency Designated Endowment Fund Agreement with the Community Foundation of Elkhart County that would establish an endowment fund to support the Goshen Fire Department Danny Sink Regional Training Facility.

Suggested Motion:

Approve and authorize Chief Anthony Powell to execute the attached Agency Designated Endowment Fund Agreement with the Community Foundation of Elkhart County to support the Goshen Fire Department Danny Sink Regional Training Facility.

**AGENCY DESIGNATED ENDOWMENT FUND AGREEMENT
BETWEEN
COMMUNITY FOUNDATION OF ELKHART COUNTY
AND
GOSHEN FIRE DEPARTMENT (“AGENCY”)**

THIS AGREEMENT (the “Agreement”) is made and entered into as of October 30, 2024 by and between **Community Foundation of Elkhart County** and **the City of Goshen Fire Department** (“AGENCY”).

Recitals

WHEREAS, Donors desire to establish an agency designated endowment fund in the Community Foundation; and

WHEREAS, the Community Foundation is an Indiana nonprofit corporation exempt from federal income taxes under Internal Revenue Code (“Code”) section 501(c)(3), a public charity described in Code section 170(b)(1)(A)(vi), and accordingly an appropriate institution within which to establish such an agency designated endowment fund; and

WHEREAS, the Community Foundation is willing and able to hold and administer such a designated endowment fund, subject to the terms and conditions hereof.

General Provisions

NOW THEREFORE, the parties agree as follows:

1. GIFT AND FUND DESIGNATION. Donors hereby transfer irrevocably to the Community Foundation the property (cash, publicly traded securities, or other assets) described in the attached Exhibit A to establish an agency-designated endowment fund to be known as the **Goshen Fire Department Danny Sink Regional Training Facility Endowment** Fund (the “Fund”). Subject to the right of the Community Foundation to reject any particular gift, from time to time the Community Foundation may accept additional irrevocable gifts of property from Donors or from any other source to be added to the Fund, all subject to the provisions hereof. All gifts, bequests, and devises to this Fund shall be irrevocable once accepted by the Community Foundation.

2. PURPOSE. The purpose of the Fund shall be to provide support to the **City of Goshen-Restricted for use by the Goshen Fire Department, Regional Training Facility** (a single tax-exempt nonprofit organization described in Code sections 501(c)(3) and either 509(a)(1), 509(a)(2), or 509(a)(3)) (the “Designated Charitable Organization”), as directed by the Board of Directors (the “Board”) of the Community Foundation. Such support shall be used to further the charitable or other exempt purposes of the Designated Charitable Organization within the meaning of Code section 170(c)(1) or 170(c)(2)(B) and shall be consistent with the mission and purposes of the Community Foundation.

3. DISTRIBUTIONS. The ordinary income, capital appreciation (realized and unrealized), and principal (both historic dollar value and any principal contributions, accumulations, additions, or reinvestments) allocable to the Fund, net of the fees and expenses set forth in this Agreement, may be

Fund ID: _____

Date Signed: ____/____/____

committed, granted, or expended pursuant to the distribution (or spending) policy of the Community Foundation, as such policy may be amended from time to time by the Community Foundation, solely for purposes described in this Agreement. The Community Foundation's distribution (or spending) policy, as applied to endowments such as the Fund, shall be designed to take into account total return concepts of investment and spending, with the goal of preserving the real spending power of endowments over time while balancing the need for consistent spending to support the charitable and similar exempt purposes of such endowments.

If any gift to the Community Foundation for the Fund is accepted subject to conditions or restrictions as to the use of the gift or income therefrom, such conditions or restrictions will be honored, subject, however, to the authority of the Board to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Board unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of the Community Foundation or the needs of the community served by the Community Foundation. In this regard, if the Designated Charitable Organization ceases to exist or to be classified by the Internal Revenue Service as a public charity described in 509(a)(1), 509(a)(2), or 509(a)(3), the Board shall have the discretion to select another designated recipient that furthers purposes similar to that of the Designated Charitable Organization. No distribution shall be made from the Fund that may in the judgment of the Community Foundation jeopardize or be inconsistent with the Community Foundation's Code section 501(c)(3) status or result in the imposition of any excise tax, penalty, or other tax, fine, or assessment under the Code.

4. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, the Community Foundation shall hold and administer the Fund, and all contributions and assets allocable to the Fund, subject to the provisions of applicable law and the Community Foundation's Articles of Incorporation and Bylaws, as amended from time to time. The Board shall oversee distributions from the Fund and shall have all powers of modification and removal specified in United States Treasury Regulation section 1.170A-9(f)(11)(v)(B) or corresponding provisions of any subsequent federal tax laws.

Upon request, the Board will provide Donors a copy of any annual examination of the finances of the Community Foundation as reported by independent certified public accountants; provided, however, that the Donors provide contact information to the Community Foundation and update such contact information as needed.

This Agreement and all related proceedings shall be governed by and interpreted under the laws of the State of Indiana. Any action with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction in Indiana.

5. CONDITIONS FOR ACCEPTANCE OF GIFTS. Donors agree and acknowledge that the establishment of the Fund is made in recognition of, and subject at all times to, applicable law and the terms and conditions of the Articles of Incorporation and Bylaws of the Community Foundation, as amended from time to time, and that the Fund shall at all times be subject to such terms and conditions, including, but not by way of limitation, provisions for:

- a. Presumption of Donors' intent;
- b. Variance from Donors' direction; and
- c. Amendments.

Fund ID: _____

Date Signed: ____/____/____

6. CONTINUITY OF THE FUND. The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation. If the Fund is terminated, the Community Foundation shall use any remaining assets in the Fund exclusively for charitable or other exempt purposes that:

- a. are within the scope of the charitable and other exempt purposes of the Community Foundation; and
- b. most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

7. NOT A SEPARATE TRUST. The Fund shall be a component part of the Community Foundation. All money and property in the Fund shall be held as general assets of the Community Foundation and not segregated as trust property of a separate trust.

8. ACCOUNTING. The receipts and disbursements of the Fund shall be accounted for separately and apart from those of other gifts to the Community Foundation.

9. INVESTMENT OF FUND ASSETS. The Community Foundation shall have all powers necessary, or in its judgment desirable, to carry out the purposes of the Fund including, but not limited to, the power to retain, invest, and reinvest the assets of the Fund and the power to commingle the assets of the Fund for investment purposes with those of other funds or the Community Foundation's general assets. **Funds may be invested in uninsured securities and are subject to investment risks that may result in loss of value.**

10. COSTS OF THE FUND. It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs and expenses of the Community Foundation. Those costs and expenses charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Community Foundation as applicable to funds of this type, as such schedule may be amended by the Community Foundation from time to time. Any costs and expenses incurred by the Community Foundation in accepting, transferring, or managing property donated to the Community Foundation for the Fund, including without limitation the Community Foundation's costs and expenses (including reasonable attorneys fees) of any claim or proceeding with respect to the Fund in which the Community Foundation is prevailing party, also shall be paid from the Fund.

[GO TO NEXT PAGE]

Execution

IN WITNESS WHEREOF, the Donor and the Community Foundation of Elkhart County, by a duly authorized officer, have executed this Agreement as of the day and year first above written.

COMMUNITY FOUNDATION OF
ELKHART COUNTY

DONOR

By _____
Pete McCown, Ph.D., President

Chief Anthony Powell

P.O. Box 2932
Elkhart, Indiana 46515-2932

202 South 5th Street Suite 2
Goshen IN 46528

Fund ID: _____

Date Signed: ____/____/____

SCHEDULE A
TO
COMMUNITY FOUNDATION OF ELKHART COUNTY
FUND AGREEMENT

1. **Name of Fund:** Goshen Fire Department Regional Training Facility Fund
2. **Description of Initial Donated Property:** TBD
3. **Purpose of Fund:** to support the mission of the Goshen Fire Department Regional Training Facility.
4. **Agency Designation Schedule.** Grants from the Fund in accordance with the Foundation's Spending Policy shall be allocated to the charities listed below on the following basis:

Name of Charity	Percentage
City of Goshen- Restricted for use by the Goshen Fire Department Regional Training Facility	100 %

Fund ID: _____

Date Signed: ____/____/____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

November 7, 2024

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Agreement with Barkes, Kolbus, Rife & Shuler, LLP

It is recommended that the Board approve and authorize the Mayor to execute the attached agreement with Barkes, Kolbus, Rife & Shuler, LLP for the provision of legal services in 2025. For 2025, the bi-weekly salary paid to Jim Kolbus to act as Planning and Zoning Attorney is \$358.45, and the hourly rate paid to Don Shuler to act as Assistant City Attorney is \$54.57 (as provided in Ordinance 5198 for 2025 Compensation for Civil City and Utilities Employees). Shuler is expected to work twenty (20) hours per week, on average. The firm will be paid \$222 per hour for all other services rendered on behalf of the City or its departments, provided such services are not covered by the compensation paid to Jim Kolbus as Planning and Zoning Attorney, or the compensation paid to Don Shuler as Assistant City Attorney. The firm will be compensated \$276 per hour for projects where City's legal fees are paid from a non-City funding source.

Suggested Motion:

Approve and authorize the Mayor to execute the agreement with Barkes, Kolbus, Rife & Shuler, LLP for the provision of legal services.

AGREEMENT

**With Barkes, Kolbus, Rife & Shuler, LLP
For Provision of Legal Services**

THIS AGREEMENT is made and entered into on November ____, 2024, between the City of Goshen, Indiana, hereinafter referred to as “City”, and the law firm of Barkes, Kolbus, Rife & Shuler, LLP, hereinafter referred to as “BKRS”.

Section 1. EMPLOYMENT

City agrees to employ and BKRS agrees to accept employment upon the terms and conditions of this agreement.

Section 2. TERM

The term of this agreement shall begin on January 1, 2025, and shall terminate on December 31, 2025, unless this Agreement is otherwise terminated in accordance with Section 13.

Section 3. COMPENSATION

- A. City will pay a bi-weekly salary to James W. Kolbus, a partner in the law firm of BKRS, to act as Planning and Zoning Attorney. The bi-weekly salary paid to Kolbus shall be the amount as set forth in the annual ordinance adopted establishing the compensation for civil city and utilities employees. As additional compensation to Kolbus, City will provide Kolbus with medical insurance on the same terms and conditions as medical insurance is provided to full-time employees of the City of Goshen, and City agrees to pay for Kolbus’s membership in the Indiana Municipal Lawyers Association.
- B. City will pay wages to Donald R. Shuler, a partner in the law firm of BKRS, to act as Assistant City Attorney. The hourly rate paid to Shuler to perform the services rendered by him under Section 4, Paragraph B of this Agreement shall be the amount set forth in the annual ordinance adopted establishing the compensation for civil city and utilities employees. Shuler will typically work twenty (20) hours per week in the Legal Department portion of the City Annex Building, on average, and provide the services described in Section 4, Paragraph B during such time.
- C. BKRS will be paid at the rate of Two Hundred Twenty-two Dollars (\$222) per hour for all services rendered on behalf of the City or its departments, provided such services are not covered by the salary paid to James W. Kolbus pursuant to Section 4, Paragraph A, nor covered by the hourly rate paid to Donald R. Shuler pursuant to Section 4, Paragraph B of this Agreement.
- D. BKRS will be paid at the rate of Two Hundred Seventy-six Dollars (\$276) per hour for projects where City’s legal fees are paid from a non-City funding source.
- E. BKRS will be reimbursed for all expenses incurred in rendering services to the City, including, but not limited to filing fees, long distance telephone calls, deposition costs, and other costs which are reasonably incidental to the rendering of legal services on behalf of the City.
- F. BKRS will be reimbursed for expenses to attend any seminar or training session, including the costs of the seminar, meals, lodging and transportation if attendance is approved by the Board of Public Works and Safety or Mayor.

Section 4. DUTIES

- A. In exchange for the salary paid to James W. Kolbus, he or another full-time attorney of BKRS will on his behalf render the following services:
 - (1) Attend meetings of the City Plan Commission.
 - (2) Attend meetings of the Board of Zoning Appeals (“BZA”).
 - (3) Give general legal advice to the members of the City Planning Commission and members of the BZA on matters before the Plan Commission or BZA.
 - (4) Attend two (2) days of seminars or training sessions if requested or approved by the Mayor or Board of Public Works and Safety.

- B. In exchange for the wages paid to Donald R. Shuler, he will provide legal services as follows:
 - (1) Provide legal representation and services to the Redevelopment Commission and Redevelopment Department.
 - (2) Provide legal services for Civil City, Utilities, and other departments as assigned by the City Attorney.
 - (3) The expectation is that these services will require twenty (20) hours a week on average.
 - (4) These services do not include any services described in Section 5 of this Agreement.

Section 5. HOURLY BILLED SERVICES

In addition to the duties covered in Section 4, BKRS may be assigned the following duties for which additional compensation will be paid on an hourly basis in accordance with this agreement, provided that such services are not covered under Section 4 of this Agreement.

- A. Prosecution of violations of city ordinances.

- B. Examine title searches, and abstracts, prepare documents, negotiate and draft real estate contracts and leases and attend real estate closings to the extent that such are required in any public work, including opening, closing or changing any street, alley or public place.

- C. Prepare ordinances requested or authorized by Mayor or a board of the City.

- D. Review newly enacted state legislation and update any affected ordinance.

- E. Represent the City in litigation, threatened or filed, on behalf or against the City or a board of the City.

- F. Any legal work rendered on behalf of a board of the City other than attendance at regular meetings, including, but not limited to attendance and work related to administrative hearings of the board.

- G. Participate in the negotiation of the employment or union contracts of City employment if requested to do so by Mayor.

- H. The collection of monies owed to the City.

- I. Trips made outside the city on the City’s behalf and at the request of the Mayor, City Attorney, or a board of the City.

- J. Services performed in litigation and administration of City water and sewage utilities, including rate change requests.
- K. Legal services rendered in connection to the issue or sale of general obligation bonds or revenue bonds for City utilities or other entities.
- L. Services rendered to the Board of Zoning Appeals or Planning Commission other than attending regular meetings, including rendering general legal opinions and preparation and/or review of ordinances affecting planning and zoning.
- M. Draft contracts for execution by City or its various departments.
- N. Attend meetings of the Aviation Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
- O. Attend meetings of the Cemetery Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
- P. Attend meetings of the Park Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
- Q. A matter assigned or authorized by a Board of the City, the Mayor, or the City Attorney.

Section 6. NOTICES

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and sent by regular United States mail to City at City of Goshen, 202 South Fifth Street, Goshen, Indiana 46528, and BKRS at Barkes, Kolbus, Rife & Shuler, LLP, 118 North Main Street, Goshen, Indiana 46526, or such other place as the parties may designate from time to time in writing.

Section 7. WAIVER OF BREACH

No waiver of a breach under this agreement shall operate to be considered a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

Section 8. CONFLICTS

BKRS agrees not to accept any other employment if that employment would put BKRS in a position to be in conflict with the interests of the City without the written consent of City. When such conflict first becomes apparent, BKRS agrees to advise the City of the conflict immediately upon discovery.

Section 9. ASSIGNMENT

Neither party can assign or delegate its duties or obligations under this agreement without the written consent of the other party.

Section 10. MODIFICATIONS

The terms of this agreement may not be altered except in writing signed by the party against whom enforcement of the waiver, modification or extension is sought.

Section 11. EMPLOYEE ELIGIBILITY VERIFICATION

BKRS shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. BKRS shall not knowingly employ or contract with an unauthorized alien. BKRS shall not retain an employee or continue to contract with a person that BKRS

subsequently learns is an unauthorized alien. BKRS shall require any subcontractor, who performs work under this contract to certify to BKRS that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. BKRS agrees to maintain this certification throughout the duration of the term of a contract with any subcontractor. BKRS affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Section 12. NON-DISCRIMINATION

Pursuant to Indiana Code § 22-9-1-10, Contractor and its subcontractors, if any, shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

Section 13. TERMINATION OF AGREEMENT

- (A) This Agreement may be terminated by either party giving the other party written notice of the party's intent to terminate at least thirty (30) days prior to the termination effective date. BKRS will be compensated for all services rendered prior to the effective date of termination.
- (B) The City may terminate the Agreement if BKRS fails to cure a breach of this Agreement no later than thirty (30) days after being notified by the City of a breach of the Agreement.

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

Barkes, Kolbus, Rife & Shuler, LLP

City of Goshen, Indiana
Board of Public Works and Safety

James W. Kolbus, Partner

Gina M. Leichty, Mayor

Donald R. Shuler, Partner

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

November 7, 2024

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Amendment No. 1 to Contract for Solid Waste Collection Services
with Waste Management of Indiana, L.L.C.

It is recommended that the Board approve and ratify the Mayor's execution of Amendment No. 1 to the August 10, 2022 Contract for Solid Waste Collection Services with Waste Management of Indiana, L.L.C.

The Contract provides for an adjustment in rates that may not exceed the annual percentage change for the previous calendar year as set forth in the Consumer Price Index. An adjustment could be requested beginning April 1, 2024. This original Contract language states that an adjustment may be made no more frequently than once every April 1st. The amendment revises this language to so that a rate adjustment may be made no more frequently than once every 12 months.

Waste Management requested a rate adjustment on October 9, 2024. The annual percentage change for 2023 as set forth in the Consumer Price Index was 3.8%. Amendment No. 1 is to approve in writing a 3.8% increase in the unit rates. The adjusted unit rates shall be effective for services provided by Waste Management beginning October 9, 2024.

Suggested motion:

Move to approve and ratify the Mayor's execution of Amendment No. 1 to the Contract for Solid Waste Collection Services with Waste Management of Indiana, L.L.C.

**AMENDMENT NO. 1
TO CONTRACT FOR
CITY OF GOSHEN, INDIANA
SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is entered into on November 1, 2024, which is the last signature date set forth below, by and between **Waste Management of Indiana, L.L.C.**, (“Contractor” or “Waste Management”), whose mailing address is 20645 West Ireland Road, South Bend, IN 46614, 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 Waste Management entered into a Contract on August 10, 2022, effective August 1, 2022, for Waste Management to provide certain solid waste collection services in the City of Goshen, Indiana.
- (B) Beginning April 1, 2024, upon request of either party, the Contract rates may be adjusted based on the Consumer Price Index in accordance with Section 5.
- (C) Any modification or amendment to the terms and conditions of the Contract 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 Contract, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

SECTION 1. Compensation; Adjustment to Contract Rates

- (A) Section 5.03 of the original contract shall be amended to read that a rate adjustment shall be made no more frequently than once every twelve (12) months, and shall be made in writing and signed by both parties.
- (B) Section 4, Compensation, shall be amended to read as follows by increasing the rates 3.8%.

4.01 **City projects and events solid waste collection, including supply of roll-off containers, and transport to the Elkhart County Landfill, as needed.**

City shall pay Contractor based on the unit rates set forth below for the supply of various sizes of containers and transport of the solid waste to the Elkhart County Landfill for disposal. The rates below do not include disposal costs as City will pay the Landfill directly for the disposal costs.

- (A) Three Hundred Twenty-six and 97/100 Dollars (\$326.97) per 20 cubic yard container per haul.
- (B) Three Hundred Seventy-three and 68/100 Dollars (\$373.68) per 30 cubic yard container per haul.
- (C) Four Hundred Thirty and 77/100 Dollars (\$430.77) per 40 cubic yard container per haul.

4.02 **City-owned roll-off transport to Elkhart County Landfill, as needed.**

City shall pay Contractor Three Hundred Twenty-six and 97/100 Dollars (\$326.97) per haul to transport City's roll-off container to the Elkhart County Landfill for disposal and return the container to City. The rate does not include disposal costs as City will pay the Landfill directly for the disposal costs.

- (C) The adjusted unit rates shall be effective for services provided by Contractor beginning October 9, 2024.

SECTION 2. Original Contract.

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

SECTION 3. 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



Gina M. Leichty, Mayor

Date Signed: 10/16/24

Waste Management of Indiana, L.L.C.

Doug Reams
Area Public Sector Sales Manager

Date Signed: _____

4.02 **City-owned roll-off transport to Elkhart County Landfill, as needed.**

City shall pay Contractor Three Hundred Twenty-six and 97/100 Dollars (\$326.97) per haul to transport City's roll-off container to the Elkhart County Landfill for disposal and return the container to City. The rate does not include disposal costs as City will pay the Landfill directly for the disposal costs.

- (C) The adjusted unit rates shall be effective for services provided by Contractor beginning October 9, 2024.

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

Waste Management of Indiana, L.L.C.

Gina M. Leichty, Mayor

Doug Reams

Doug Reams
Area Public Sector Sales Manager

Date Signed: _____

Date Signed: 11/1/2024



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

City Annex
204 East Jefferson Street, Suite 2
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donshuler@goshencity.com • www.goshenindiana.org
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November 4, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Review Hearing – 208 Queen Street, Goshen, Indiana

The Board last held a hearing for this property on September 5, 2024. At the conclusion of the hearing, the Board tabled further action to October 10, 2024, but ordering the then property owner, Leopoldo Mendoza, to submit to the Board at its next hearing a detailed scope of work for the property with estimated completion dates and contracts with subcontractors, as well as sufficient documentation to demonstrate financial solvency and ability to complete the necessary repairs. A copy of the Board's September 5, 2024 Tabling Order is attached. Prior to October 10, 2024, the property was transferred, from Leopoldo Mendoza to Artisan Investment Group, LLC. In addition, the October 10, 2024 hearing was rescheduled due to the Board's meeting schedule, and reset for November 7, 2024. A copy of the Notice of Reschedule Hearing provided to Artisan Investment Group, LLC is also attached.

Currently, the property is subject to a demolition order but the Board has given the option of repair based on representations of the prior owner, Mr. Mendoza. The purpose of the Board's hearing, ultimately, is to determine if there have been reasonable attempts to comply with the Board's prior orders seeking substantial progress on repairs.

The Board has continuing jurisdiction over the enforcement of its Orders. Therefore, the Board should receive any additional information and evidence concerning the property and its status. At the conclusion of the hearing, the Board may do any of the following actions:

1. Continue the matter for further review at a future date.
2. Modify the Order in any of the following ways:
 - a. Provide additional time to make repairs
 - b. Order demolition of the unsafe building
 - c. Find completion of repairs and rescind the Order
3. Upon a finding of willful failure to comply, impose a civil penalty up to \$5,000.
 - a. The effective date of the civil penalty may be postponed for a reasonable period to permit repairs to be made.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
TABLING ORDER**

September 5, 2024

IN RE: Violation of Goshen City Code

Current Property Owner(s) of record: Leopoldo Mendoza

Former Property Owner of record: Ronald E. Davidhizar

Substantial property interest of record: None

Property located at: 208 Queen Street, Goshen, Indiana

Property Tax Code: 20-11-04-459-008.000-015

Property Legal Description: See Exhibit A

The Order of the City of Goshen Building Commissioner dated November 3, 2023, the Hearing Authority Record of Action and Continuous Enforcement Order dated February 8, 2024, and the Hearing Authority Record of Action and Continuous Enforcement Order dated May 23, 2024 (hereinafter, collectively, the “Order”), all came before the Hearing Authority on September 5, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

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

1. The Unsafe Building at the Real Estate is still unsafe and has not been demolished.
2. Repair work has stalled. Permits for electrical, plumbing, or HVAC work have not been obtained, neither by the property owner nor any subcontractor.
3. The property owner has not called for any inspections and the Unsafe Building at the Real Estate has not passed any inspections.

4. A roof over a portion of the Unsafe Building at the Real Estate was installed improperly without proper inspections.
5. The portion of framing inside the Unsafe Building at the Real Estate that has been completed would not pass inspection and the remainder of the Unsafe Building still requires additional framing.
6. The only repair made to address violations listed in the Order was installation of windows.
7. That serious questions exist as to if the Unsafe Building can be repaired cost effectively and to if the Unsafe Building will be repaired by the property owner.

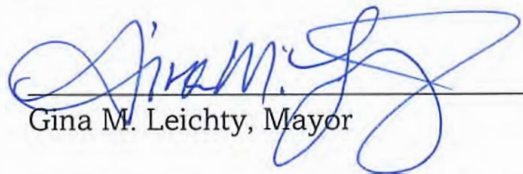
Considering these findings, the Hearing Authority now ORDERS:

1. This matter, specifically whether the Order should be affirmed, rescinded, or further modified, is set for further review on **October 10, 2024 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.
2. The Property Owner, Leopoldo Mendoza, shall submit to the Hearing Authority at the above-scheduled review hearing a detailed scope of the repair project to the Unsafe Building, detailing work and repairs to be done with estimated completion dates for each necessary work or repair, including any agreements with contractors and/or subcontractors.
3. The Property Owner, Leopoldo Mendoza, shall submit to the Hearing Authority by the next scheduled review hearing sufficient documentation to demonstrate financial solvency and the ability to complete the necessary repairs to the Unsafe Building. Such documentation may include, but is not limited to, construction financing documents, loan documentation, letter of credit, bank statement or account balances, investment assets, or any other appropriate financial instrument. The sufficiency of the documentation will be determined by the Hearing Authority, but must be sufficient to demonstrate that the Property Owner has the financial resources and capital to complete the repairs in a timely manner and in accordance with applicable laws and regulations.

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

SO ORDERED on September 5, 2024, and signed this September 5, 2024.

City of Goshen Board of Public Work and Safety

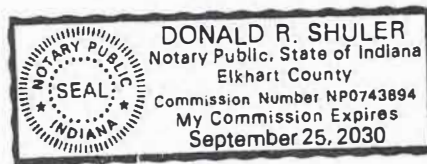
By: 
Gina M. Leichty, Mayor

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, the City of Goshen, Indiana's Hearing Authority, by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on September 5, 2024.

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


Notary Public



This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, 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 (Bodie J. Stegelmann).

Exhibit A – Legal Description

Lot Numbered Two Hundred Sixty-five (265) and Two Hundred Sixty-six (266) in Wilden's Third Addition to the City of Goshen, Indiana.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
NOTICE OF RESCHEDULED HEARING**

October 10, 2024

IN RE: Violation of Goshen City Code

Current Property Owner(s) of record: Artisan Investment Group, LLC

Form Property Owner(s) of record: Leopoldo Mendoza; Ronald E. Davidhizar

Substantial Property Interest of Record: None

Property located at: 208 Queen Street, Goshen, Indiana

Property Tax Code: 20-11-11-155-019.000-015

Property Legal Description:

Lot Numbered Two Hundred Sixty-five (265) and Two Hundred Sixty-six (266) in Wilden's
Third Addition to the City of Goshen, Indiana.

Please be advised that the hearing scheduled for review of the enclosed Tabling Order of the City of Goshen Board of Public Works and Safety, previously scheduled for October 10, 2024, has been rescheduled for **Thursday, November 7, 2024 at 4:00 p.m. (local time)**, or soon thereafter. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

City of Goshen Board of Public Works and Safety
Unsafe Building Hearing Authority

Certificate of Service

The undersigned hereby certifies that the foregoing Notice of Rescheduled Hearing for the premises at 208 Queen Street, Goshen, Indiana was served by sending a copy by regular first-class mail to the last known address of Artisan Investment Group, LLC, as well as via email at abgmarlin@gmail.com on October 10, 2024:



Donald R. Shuler