



**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 Landis, 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
Eby Ford	\$47,935	\$29,680	\$5,624	\$802,246
Jordan Ford	\$48,670	\$29,680	\$5,624	\$814,024

**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
<b>Selking International</b>	\$249,659.36
<b>Truck Centers, Inc.</b>	\$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 Leichty 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 Leichty 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 Leichty'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 Leichty** 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 9<sup>th</sup> 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 9<sup>th</sup> Street. Eash distributed to Board members a one-page memorandum, dated Oct. 31, 2024, about the current condition of 425 North 9<sup>th</sup> 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 clear 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 9<sup>th</sup> 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 Leichty/Board member Landis moved to approve Civil City and Utility claims and adjourn the meeting. The motion passed 4-0.

**Adjournment**

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

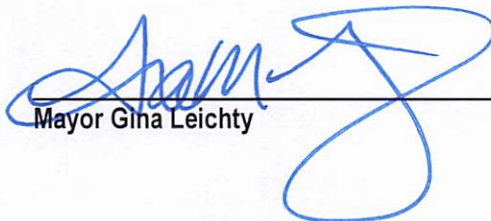
**EXHIBIT #1:** A memorandum, dated Nov. 7, 2024, by the City Legal Department recommending that the Board approve and authorize the Mayor to execute an agreement with Cripe Design LLC for architectural services for the Central Garage Expansion Study, for \$3,500. City Attorney Bodie Stegelmann distributed 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 9<sup>th</sup> 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 Leichty

  
\_\_\_\_\_  
Mike Landis, Member





A handwritten signature in black ink, appearing to be "Orv Myers", written over a horizontal line.

Orv Myers, Member

A handwritten signature in black ink, appearing to be "Mary Nichols", written over a horizontal line.

Mary Nichols, Member

A handwritten signature in black ink, appearing to be "Barb Swartley", written over a horizontal line.

Barb Swartley, Member

ATTEST:

A handwritten signature in blue ink, appearing to be "Richard R. Aguirre", written over a horizontal line.

Richard R. Aguirre, Clerk-Treasurer



Exhibit #1



**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](http://www.goshenindiana.org)

November 7, 2024

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Cripe Design LLC for Architectural Services for the Central Garage Expansion Study.

It is recommended that the Board approve and authorize the Mayor to execute the attached agreement with Cripe Design LLC for architectural services for the Central Garage Expansion Study.

Contractor will be paid \$3,500 for the services.

**Suggested Motion:**

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.



## **AGREEMENT WITH CRIPE DESIGN LLC FOR ARCHITECTURAL SERVICES FOR THE CENTRAL GARAGE EXPANSION STUDY**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the last signature date set forth below, by and between **Cripe Design LLC** (“Consultant”), whose mailing address is 22469 CR 120, Elkhart, Indiana 46516, 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”).

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

### **Section 1. Consultant Duties**

Cripe Design LLC shall provide City the services for architectural services for the Central Garage Expansion Study, which services are more particularly described in Consultant’s September 26, 2024 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant anticipates completion of the study within thirty (30) days after the notice to proceed.

### **Section 3. Compensation**

City agrees to compensate Consultant the sum of Three Thousand Five Hundred Dollars (\$3,500) for performing all Duties.

### **Section 4. Payment**

- (A) City shall pay Consultant for Duties satisfactorily completed under this agreement.
- (B) Payment shall be upon City’s receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Central Garage  
320 Steury Avenue  
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.



- (D) Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

### **Section 5. Ownership of Documents**

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

### **Section 6. Licensing/Certification Standards**

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

### **Section 7. Independent Consultant**

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

### **Section 8. Non-Discrimination**

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

### **Section 9. Employment Eligibility Verification**

- (A) Consultant shall enroll in and verify the work eligibility status of all Consultant's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Consultant is



not required to participate in the E-Verify program should the program cease to exist. Consultant is not required to participate in the E-Verify program if Consultant is self-employed and does not employ any employees.

- (B) Consultant shall not knowingly employ or contract with an unauthorized alien, and Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.
- (C) Consultant shall require their subcontractors, who perform work under this contract, to certify to the Consultant 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. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 10. Contracting with Relatives**

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

### **Section 11. No Investment Activities in Iran**

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

### **Section 12. Indemnification**

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

### **Section 13. Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.



- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

#### **Section 14. Default**

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

#### **Section 15. Termination**

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

**Section 16. Notice**

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

**City:**  
City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

**Consultant:**  
**Cripe Design LLC**  
Attention: Daniel Cripe, Principal Architect  
22469 CR 120  
Elkhart, Indiana 46516

**Section 17. Subcontracting or Assignment**

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

**Section 18. Amendments**

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

**Section 19. Waiver of Rights**

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

**Section 20. Applicable Laws**

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

**Section 21. Miscellaneous**

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the



event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**Section 22. Severability**

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

**Section 23. Binding Effect**

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

**Section 24. Entire Agreement**

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

**Section 25. Authority to Execute**

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

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

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

**Cripe Design LLC**

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

\_\_\_\_\_  
Daniel Cripe, Principal Architect

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

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



September 26, 2024

Mr. Mark Brinson, Deputy Mayor  
City of Goshen  
204 E. Jefferson Street  
Goshen, IN 46524

**Re: City of Goshen, IN  
Central Garage Expansion Study  
320 Steury Avenue, Goshen, IN**

### **Proposal for Architectural Services**

Cripe Design is pleased to submit this proposal for Architectural services regarding the above referenced project. My understanding is that the City of Goshen would like to consider options to expand the existing building, parking and vehicular circulation on its current site and/or onto adjacent sites. The Study would also include options for additional storage/support space within the current building.

Proposed services would include the following:

1. Building space, Parking and other site improvement needs definition.
  - a. The Owner will provide a list of needs.
  - b. Owner & Cripe Design will meet to discuss in detail the list of needs.
  - c. Cripe Design will translate the needs into spatial requirements to determine additional needed space for the building and site.
2. Reference drawings and research.
  - a. Cripe Design will create a computer drawing of the current Central Garage site, with the use of the Owner provided drawings, and add adjacent sites including the two residential sites to the south, the industrial building footprint and site to the north, and proposed street revisions to the west to create one macro site plan for study purposes.
  - b. Cripe Design will create a computer drawing of the current Central Garage floor plan including a current mezzanine plan, referencing the Owner provided drawings.
  - c. Cripe Design will add to the drawing, utilities, easements, zoning setbacks, wetland boundaries and other site restrictions.
  - d. Cripe Design will research applicable zoning and building code requirements.





3. Conceptual Design options.
  - a. Cripe Design will create several sketches/drawings of various options to address Owner needs.
  - b. Cripe Design will meet with the Owner to present and discuss the Conceptual Design options.
4. Presentation Drawing(s)
  - a. Cripe Design will prepare presentation quality drawings and information, including Owner feedback, for the Owner to communicate the design to other City representatives and solicit Contractor proposals to determine the project feasibility.

Cripe Design proposes to perform the above listed services for a fixed fee of \$3,500. It should be possible to complete the Study within 30 days.

Submitted by

Cripe Design LLC

Daniel Cripe, Principal Architect



**Engineering Department  
CITY OF GOSHEN**

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

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

*Exhibit #2*

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE ROAD CLOSURE (JN: 2019-0022)**

DATE: October 31, 2024

---

Goshen Engineering is requesting permission to close College Avenue to through traffic between Lincolnway East / US 33 and Century Drive. There will be a hard closure near the bridge over Horn Ditch. The road will be closed next week, starting on Monday, November 4 until Saturday, November 9, 2024. If weather delays occur, the road would also be closed on Tuesday, November 12 and Wednesday, November 13.

The Engineering Department is requesting this closure in order for Goshen Water & Sewer 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. The closure and detour plan is attached. All appropriate traffic control devices will be utilized.

**Requested motion: Move to approve the closure of College Avenue between Lincolnway East / US 33 and Century Drive from Monday, November 4, until Saturday, November 9, 2024, with an additional closure from Tuesday, November 12, until Wednesday, November 13, if needed.**

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

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

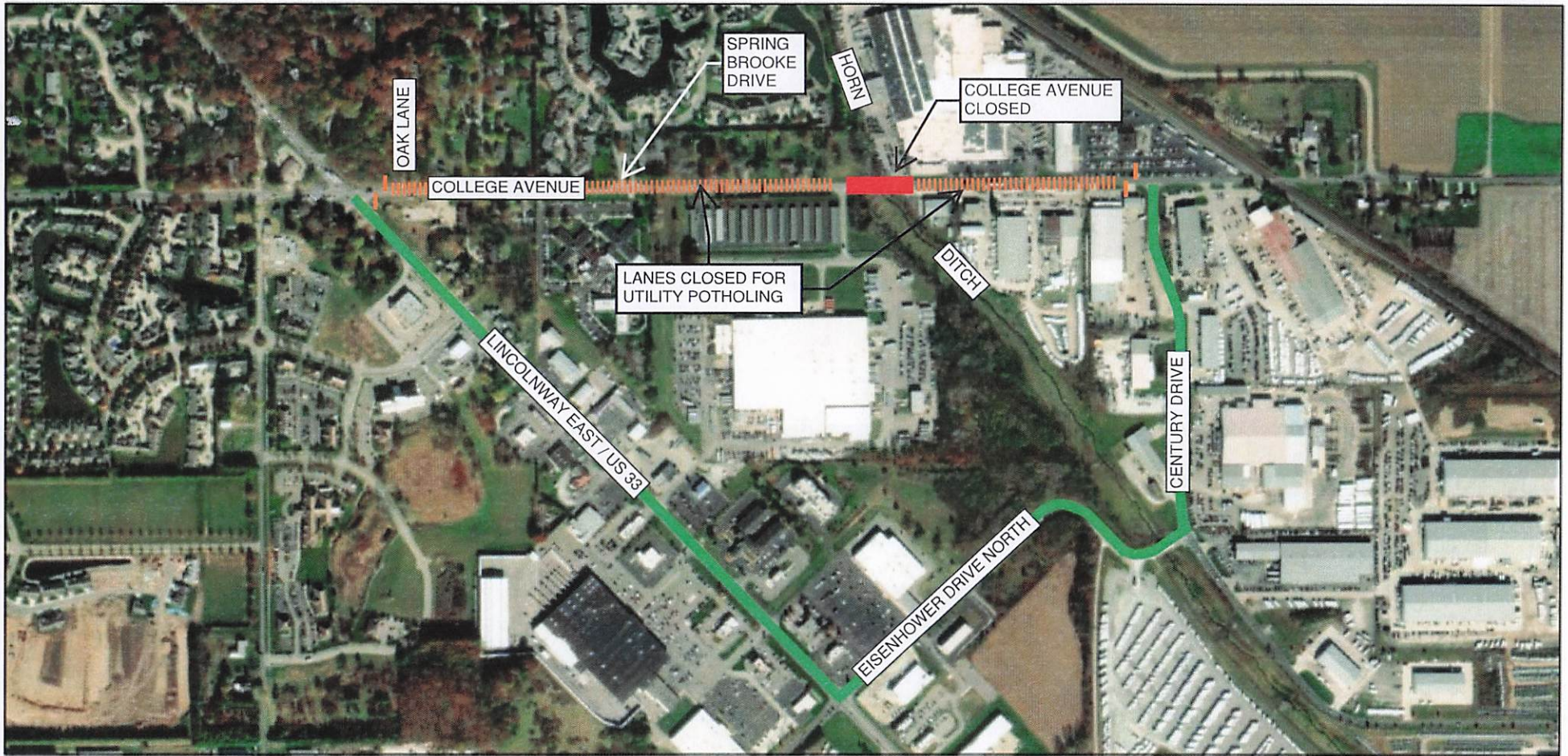
\_\_\_\_\_  
Barb Swartley, Member

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


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

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





**COLLEGE AVENUE CLOSURE**  
CLOSURE DATES: MONDAY, 11/4/24 - SATURDAY, 11/9/24  
IF WEATHER DELAYS: TUESDAY, 11/12/24 - WEDNESDAY, 11/13/24  
ACCESS TO BUSINESSES AND HOMES WILL BE MAINTAINED

 DETOUR ROUTE

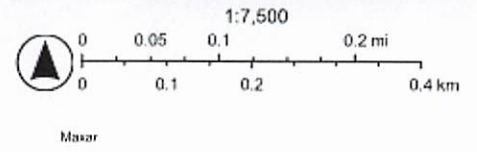


Exhibit #3

STATE OF INDIANA ) IN THE ELKHART SUPERIOR COURT NO. 2  
 ) SS:  
ELKHART COUNTY )

CHRISTOPHER DION JONES ) CAUSE NUMBER: 20D02-2408-PL-000172  
425 N. 9<sup>TH</sup> STREET )  
GOSHEN, IN )  
Plaintiffs, )

v. )  
ANY AND ALL UNKOWN PARTIES )  
PERSONS, AND ENTITIES CLAIMING )  
ANY INTEREST ARISING OUT OF THE )  
ESTATE OF MARY L. CURTIS OR )  
OTHERWISE IN RESIDENTIAL )  
REAL ESTATE COMMONLY KNOWN )  
AS 425 N. 9<sup>TH</sup> ST., GOSHEN ELKHART )  
COUNTY, INDIANA )  
Defendants, )

**DEFAULT JUDGEMENT QUIETING TITLE**


This action was filed on August 20, 2024 by Christopher Dion Jones (Christopher) seeking to quiet title to residential real estate commonly referred to as 425 N. 9<sup>th</sup> St. Goshen, Elkhart County, Indiana (425 N. 9<sup>th</sup> St.) as described in the complaint. Pursuant to Trial Rule 4.13 (c) under the Indiana Rules of Procedure, notice to the defendants was duly published 3 times by The Goshen News which newspaper is authorized to publish such notices in Elkhart County and which notices appeared between August 28, 2024 and September 11, 2024 as verified by the attached Affidavit of Publication. More than 30 days have passed since the last date of publication without any appearance by any defendant so this matter is ripe to conclude these proceedings and grant Christopher's requested relief which is clearly justified. Accordingly, the motion for entry of default judgement quieting title should be, and hereby is, GRANTED



thereby quieting title to 425 N. 9<sup>th</sup> St. against any claim or claims of the defendants herein or any of them. Further, the Court finds that Christopher is now the full, complete, and sole title holder of 425 N. 9<sup>th</sup> St. which is described as follows:

Lot numbered thirty seven (37) and thirty eight (38) in Wilson and Hawks Addition to the City of Goshen, Indiana.

SO ORDERED AND ENTERED this 25<sup>th</sup> day of October, 2024

  
Judge, Stephen R.  
Bowers

~~/s/ Donald J. Berger~~  
~~Donald J. Berger (2699-71)~~  
~~Law office of Donald J. Berger~~  
~~110 S. Taylor Street~~  
~~South Bend, Indiana 46601~~  
~~Phone: (574) 289-7112~~  
~~Attorney for Plaintiff~~

Exhibit #4



Building Department  
CITY OF GOSHEN

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

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185  
building@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO: BOARD OF PUBLIC WORKS**

**From: GOSHEN BUILDING DEPARTMENT (TRAVIS EASH)**

**Date: OCTOBER 31, 2024**

**Subject: 425 N 9<sup>TH</sup> ST**

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. The interior of the property is relatively in the same condition other than some rafters that have been replaced or 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.

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 departments stand point, 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, starting with the framing and then electrical and plumbing. The property is still in an unsafe condition.

Thank you,

Travis Eash