



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., January 9, 2025

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 Leichthy

Approval of Minutes: December 12, 2024 Regular Meeting

Approval of Agenda

- 1) Open Sealed Bids:** Forward all bids received for a new **UHF digital radio system for the City Street Department** to the Legal Department for review
- 2) Fire Department request:** Approve the promotion of Assistant Chief of Training **Steffen Schrock** to the rank of **Assistant Chief of Operations**, retroactive to Jan. 1, 2025
- 3) Fire Department request:** Approve the promotion of EMS Sergeant **Lucas Mason** Promotion to the rank of **EMS Lieutenant**, effective Jan. 1, 2025
- 4) Fire Department request:** Approve the promotion of EMS Sergeant **Winston Lechlitner** to the rank of **EMS Lieutenant**, retroactive to Jan. 1, 2025.
- 5) Fire Department request:** Approve the promotion of EMS Sergeant **Daniel Kurtz** to the rank of **EMS Lieutenant**, retroactive to Jan. 1, 2025
- 6) Police Department request:** Approve the resignation of **Officer Huntley Davis #217**, retroactive to Jan. 4, 2025
- 7) Police Department request:** Approve the resignation of **Officer Ever Gutierrez Franco #221**, retroactive to Jan. 4, 2025
- 8) Police Department request:** Approve the resignation of **Officer Logan Wenger #231**, retroactive to Jan. 7, 2025.
- 9) AJA Partners request:** Allow the permanent placement of a dumpster in the parking lot adjacent to the alley behind 203 South Main Street (The Famous Building)



10) Legal Department request: Award a contract to **Jordan Ford** as the lowest responsible and responsive bidder and authorize the issuance of an order for the purchase of 2025 F550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H) for a cost of \$96,109

11) Legal Department request: Award a contract to **Waymire Auto Parts** as the lowest responsible and responsive bidder and authorize the issuance of an order for the purchase of 2025 Upfit Equipment for 2025 Ford Explorer Police Pursuit Vehicles at a cost of \$150,450

12) Legal Department request: Approve and authorize the purchase of three (3) 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit Rated vehicles, Model CK10706-9C1, for \$159,515 from **Kelly Chevrolet**

13) Legal Department request: Approve and authorize the Mayor to execute the agreement with **Goshen Fiber Network** for IT services necessary to connect 308 Egbert Road Station to the City network and provide internet services at a cost of \$9,420 for the three-year term

14) Legal Department request: Pass Resolution 2025-01, *Documenting the Submission of the 2023 Annual Certifications by City of Goshen Elected Officers*

15) Redevelopment Department request: Authorize an **agreement with John Mishler** for a Sculpture Lease Project in Downtown Goshen and authorize the Mayor's execution of the agreement

16) Water & Sewer Department request: Approve the **allocation of 0.40 cents to the Water Maintenance Repair Fund and 0.70 cents to the Sewer Maintenance Repair Fund** for the 2025 billing year

17) Engineering Department request: Approve Change Order No. 7 for the **10th Street and Douglas Street reconstruction project** in the amount of \$4,676.60 and extend the project by 221 calendar days, making the final completion date June 6, 2025

18) Clerk-Treasurer's Office request: Approve \$14,867,021.45 of **encumbrances from 2024 City of Goshen budget into the 2025 budget**

Privilege of the Floor

CITY BOARD OF PUBLIC WORKS & SAFETY COMPLIANCE HEARINGS:

4:00 p.m., January 9, 2025

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

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



19) Unsafe Building Compliance Hearing for property at 215 Crescent Street (Cecil Bontreger, property owner)

20) Unsafe Building Compliance Hearing for property at 213 Crescent Street (Midwest Leasing LLC, property owner)

21) Mayor's Office request: Approve 2025 Board of Public Works & Safety meeting schedule

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE DECEMBER 12, 2024 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley
Absent: None

CALL TO ORDER: Mayor Leichty called the meeting to order at 4:01 p.m.

REVIEW/APPROVE AGENDA: Mayor Leichty presented for the Board consideration the minutes of the Dec. 5 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Meyers seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Nichols made a motion to approve the agenda as presented. Board member Myers seconded the motion. The motion passed 5-0.

1) Open Sealed Bids: Upfit equipment for 2025 Ford Explorer Hybrid Police Pursuit Vehicles

On behalf of the Goshen Police Department, the City solicited sealed quotes for the purchase of upfit equipment for 2025 Ford Explorer Hybrid Police Pursuit vehicles in accordance with Indiana Code § 5-22-8-3. All bids were due by 3:45 p.m. on Dec. 12 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting.

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 proposal was received:**

- Waymire Fleet, Indianapolis, IN: \$150,450

Nichols/Myers made a motion to forward all bids received to the Legal Department for review. The motion passed 5-0.

2) Open Sealed Bids: A 2024 or newer medium duty dump truck

The City solicited sealed quotes for the purchase of a 2024 or newer medium duty dump truck in accordance with Indiana Code § 5-22-8-3. All bids were due by 3:45 p.m. on Dec. 12 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting.

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:**

- Eby Ford Sales, Inc., Goshen IN: \$96,309
- Jordan Automotive Group, Mishawaka, IN: \$96,109

Nichols/Myers made a motion to forward all bids received to the City Legal Department for review. The motion passed 5-0.

3) Open Sealed Proposals: To purchase real property at 65719 SR 15, Goshen

In a Dec. 12, 2024 memorandum to the Board, City Redevelopment Director Becky Hutsell reported that the Redevelopment Commission issued a Request for Proposals to purchase real property at 65719 SR 15, Goshen. The first deadline for full-priced offers was Nov. 12 and no proposals were received. The second deadline for any other offers was Dec. 12 by 3:45 p.m. and they were to be opened publicly at the Board of Public Works & Safety meeting. Hutsell asked that any proposals received be opened and the proposer's name and offer amount be read aloud and then referred to Redevelopment for further consideration.



Mayor Leichty asked if there are any additional proposals to be submitted to the Board. There were not. **The Mayor then announced that the following proposal was received:**

- **Abigail E. Lambright & Anthony A. Thomas, Goshen, IN: \$60,000**

Nichols/Myers made a motion to forward all bids received to the City Redevelopment Department for review. The motion passed 5-0.

4) Police Department: request: Approve the Conditional Offer of Employment Agreement with Tyler D. Smoker and approve his hiring as a Probationary Patrol Officer, effective Nov. 11, 2024

City Police Chief José Miller asked the Board to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Tyler D. Smoker**, dated Sept. 26, 2024, and approve his hiring as a Probationary Patrol Officer, retroactive to Monday, Nov.11, 2024.

Chief Miller said Officer Smoker left Goshen Police Department as a sworn officer to work at the Noble County Sheriff's Office approximately eight months ago. He left the department in good standing and wished to return to the Goshen Police Department. Although he is currently a certified police officer, he is not eligible for the sign-on-bonus. **Chief Miller** added, "We are thrilled that Tyler wishes to return to Goshen Police and look forward to having him serve our community once again."

Nichols/Myers made a motion to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Tyler D. Smoker, dated Sept. 26, 2024, and approve his hiring as a Probationary Patrol Officer, retroactive to Monday, Nov.11, 2024. The motion passed 5-0.

After his approval by the Board, Mayor Leichty swore Officer Smoker into office.

5) Police Department request: Approve the promotion of Officer Austin Whitford #228 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Dec. 4, 2024

City Police Chief José Miller asked the Board to approve the promotion of **Officer Austin Whitford #228** from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Dec. 4, 2024.

Chief Miller said Officer Whitford had completed his 12-month probationary period on Dec. 4, 2024, adding, "Officer Whitford has demonstrated he will be a great addition to the Goshen Police Department and to this community."

Nichols/Myers made a motion to approve the promotion of Officer Austin Whitford #228 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Dec. 4, 2024. The motion passed 5-0.

Since he is attending the Indiana Law Enforcement Academy, Officer Whitford could not be sworn into office.

6) Police Department request: Approve the resignation of Officer Aaron Dolph #230, effective Nov. 2, 2024

City Police Chief José Miller asked the Board to approve the resignation of **Officer Aaron Dolph #230**, effective Nov.2, 2024.

Chief Miller said Officer Dolph was in his FTO training when he decided to resign from the position of probationary patrol officer. He submitted his resignation letter on Nov. 1, 2024, stating it would be his last day of work.

In his letter of resignation, Officer Dolph stated, in part, "I have thought long and hard about this decision but I have ultimately decided that the best thing for me right now is to resign from the Goshen Police Department ... Thank you for the opportunity and the support that you and this department have showed me."

Chief Miller added, "I wish Aaron the best in life for whatever career path he chooses in the future."

Nichols/Myers made a motion approve the resignation of Officer Aaron Dolph #230, effective Nov.2, 2024. The motion passed 5-0.

7) Police Department request: Approve the resignation of Reserve Officer Steven H. Taft #R138, effective Nov. 6, 2024



City Police Chief José Miller asked the Board to approve the resignation of **Reserve Officer Steven H. Taft #R138**, effective Nov. 6, 2024.

Chief Miller said Reserve Officer Taft is currently going through physical complications and has not been able to keep up with the mandated training at this time. He added, "I wish Reserve Officer Taft the best in his healing and hope he is able to reach his goal of returning back as a reserve police officer in the future."

Nichols/Myers made a motion to approve the resignation of Reserve Officer Steven H. Taft #R138, effective Nov. 6, 2024. The motion passed 5-0.

8) Fire Department request: Approve the City's amended Conditional Offer of Employment with Brian Guerra stating that upon completion of his first year of service he will receive a retention bonus of \$2,500 annually for three consecutive years, totaling \$7,500

City Fire Chief Anthony Powell told the Board that **Brian Guerra** has successfully obtained his reciprocity from the State of New York, enabling him to work as a paramedic in the State of Indiana.

In a memorandum to the Board, **Chief Powell** wrote, "This is a significant achievement and a testament to his dedication and qualifications in the field of emergency medical services. In light of this accomplishment, the City of Goshen has amended his conditional offer of employment. The amendment states that, upon completion of his first year of service, Brian Guerra will receive a retention bonus of \$2,500 annually for three consecutive years, totaling \$7,500. This adjustment reflects the City's commitment to recognizing and rewarding the expertise and dedication of our paramedics while supporting the continued growth and stability of our emergency services team."

Nichols/Myers made a motion to approve the City's amended Conditional Offer of Employment with Brian Guerra stating that upon completion of his first year of service he will receive a retention bonus of \$2,500 annually for three consecutive years, totaling \$7,500. The motion passed 5-0.

9) Downtown Goshen Inc. request: For Jan. 3 First Friday events, approve the closure of East Washington Street, from 5th to Main streets, from 1 to 11 pm., and allow use of the first 4 parking spots on the north side of East Washington Street, from 8 am to 1 p.m. for the unloading of ice blocks and the closure of West Washington Street, from the alley to Main Street, 1 to 11 pm.

Amanda Rose, Director of First Fridays for Eyedart Creative Studios, asked the Board to approve changes to the approved street and parking space closures on Jan. 3, 2025 for First Friday activities.

Rose asked that East Washington Street be closed from 5th Street to Main Street from 1 to 11 p.m., that the first four parking spaces be reserved on the north side of East Washington Street from 8 a.m. to 1 pm for the unloading of ice blocks and that West Washington Street be closed from the alley to Main Street from 1 to 11 p.m. She requested appropriate street barricades and signage.

In response to a question from **Mayor Leichty**, **Rose** said more space was being requested in hopes of attracting more vendors. She said she will check with nearby businesses about the request. She added that the parking spaces would be closed only as long as it takes to unload the ice blocks.

Nichols/Myers made a motion to approve the requested street and parking space closures for First Friday, Jan. 3, 2025. The motion passed 5-0.

10) Kauffman Construction request: To facilitate renovations, approve the placement of a dumpster in parking spaces adjacent to 103 North Fifth Street

Nate Kauffman, the owner of Kauffman Construction of Bremen, asked the Board to approve the placement of a 16 foot x 8 foot dump trailer to be set on the sidewalk of 5th Street against the airlock of the former Tony's Famous Grill, 103 N. 5th St., to dispose demolition trash into it from the apartment above the restaurant as well as from the restaurant itself.



Kauffman said the dates the trash trailer would be located there are from Dec. 6 to Feb. 7, 2025. He added that Kauffman Construction would provide the dump trailer.

Kauffman also said that he received correspondence today from the City Engineering Department proposing closure of the entire sidewalk to place the dumpster and Kauffman said he was on board with this proposal.

Board member Landis asked about placing the dumpster in the parking area north of the building. **Kauffman** said placing it there wasn't possible because it would adversely affect other businesses.

City Director of Public Works & Utilities Dustin Sailor noted that Engineering staff feedback on Kauffman's request was detailed in a memorandum, dated Dec. 12, 2024, and which he distributed to the Board (**EXHIBIT #1**). In an email to Kauffman, **City Project Manager Andrew Lund** provided illustrations showing the desired layout of the signage and barricades that would be required to locate the dump trailer as proposed and close the sidewalk along the west side of 5th Street. He also stated that the Engineering Department would advise against a sidewalk diversion at this time of year, due to plowing and the likelihood of icy conditions on temporary ramps that would be needed between the sidewalk and roadway.

Sailor said that in addition to Lund's request for closing the sidewalk and rerouting pedestrians, there's also concern about the sidewalk only being four inches thick and perhaps cracking. Sailor said, "and, so there will need to be a pre review and a post-review after the work is completed to verify if the sidewalk panels were damaged. If they were, they'll be expected to replace (them)." Sailor suggested this be a condition of approval.

In response to a question from the **Mayor**, **Kauffman** said that condition would be acceptable. He added, "We're fine with that. That's one of the reasons we're using a dump trailer rather than a dumpster; it's a little friendlier on the sidewalk, so we hope to not need it. But we understand. If we do (cause damage), we'll take care of it."

Nichols/Myers made a motion to approve placement of a dump trailer on the sidewalk beside 103 North 5th Street, Dec. 6, 2024 to Feb. 7, 2025, under the Engineering Department's conditions, including a pre-review and post-review and the contractor repairing any damage to the sidewalk. The motion passed 5-0.

11) Legal Department request: Approve the agreement with DJ Construction Co., Inc. to serve as Construction Manager as Constructor for preconstruction and construction services for the renovation of and improvements to the City Annex Building and authorize Mayor Leichthy to execute the Agreement

City Attorney Bodie Stegelmann said the City previously solicited sealed proposals seeking proposals and qualifications 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. Proposals were received and, following interviews with the prospective teams submitting proposals, it was recommended that the City proceed with DJ Construction Co., Inc.

Stegelmann said the proposed agreement with DJ Construction provides for the reconstruction and improvement of the Annex Building. It includes provisions for selective demolition, renovation of the vacant second floor, selective renovations to the first floor, project management responsibilities, and compliance with Indiana public works statutes. The agreement specifies that a guaranteed maximum price (GMP) will be established, with an appropriate contingency; and finalized upon execution of a GMP Amendment following the completion of pre-construction services. The City will pay DJ Construction a lump sum of \$20,000 for pre-construction services. The Agreement requires completion of the project by April 1, 2026.

Nichols/Myers made a motion to approve the agreement with DJ Construction Co., Inc. as presented, and authorize Mayor Leichthy to execute the agreement. The motion passed 5-0.

12) Engineering Department request: Approve the relocation of the existing pedestrian crossing warning sign and re-mounting it at the Lincoln Avenue entrance to Alley 141



City Director of Public Works & Utilities Dustin Sailor told the Board that the Street Department received a request from the staff of the ADEC Goshen Day Program at the Shoots Building, 114 East Lincoln Avenue. **Sailor** said clients attending the Day Program utilize the side alley door, as shown in map included in the agenda packet. Staff have noticed drivers speeding down the alley and are requesting additional signage be installed to remind people to slow down, to help protect the safety of clients crossing the alley, as well as Shoots residents. Engineering staff recommended relocating an existing pedestrian crossing warning sign (WI 1-2) that was farther south along Alley 141 to the entrance of the alley off of Lincoln Avenue. Staff also advised against marking a crosswalk at the side alley door or installing a pedestrian crossing sign with an arrow at this point - both of these would draw attention to a specific crossing "location" and drivers may have less regard for pedestrians crossing at other points from the parking lot to the Shoots building.

In a Dec. 12, 2024 memo to the Board, **Sailor** said staff recommended that the ADEC Day Program invest in a movable sign that could be placed in advance of the side door during times when clients are arriving or leaving, and stored inside at other times, similar to methods used for some school crossings.

The request was brought to the Nov. 21 Traffic Commission meeting. The Commission voted unanimously with a positive recommendation to approve relocation of the existing sign and re-mounting it at the entrance to the alley. In response to questions from **Board member Landis**, **Sailor** clarified his recommendation.

Board member Landis said he drops his son off at the site four days a week and asked if he needed to refrain from voting. **City Attorney Stegelmann** said that wasn't necessary because Landis didn't have a financial interest in the outcome of the request.

Nichols/Myers made a motion to approve the relocation of the existing pedestrian crossing warning sign and re-mounting it at the Lincoln Avenue entrance to Alley 141 and deny the pedestrian crosswalk. The motion passed 5-0.

13) Engineering Department request: Approve the installation of a sign for reserved parking for persons with disabilities with pavement markings for a 23-foot accessible parking space, to be renewed on an annual basis at 1622 Harrison Ridge Lane

City Director of Public Works & Utilities Dustin Sailor said that in 2019, the Engineering Department received a request was from Sheila Miller to install a reserved parking for persons with disabilities sign (R 7-8) in front of her home, at 1622 Harrison Ridge Lane. The sign was intended to maintain access for her daughter, who uses an accessible landing connected to the sidewalk.

Sailor said the minutes from the April 2019 Traffic Commission meeting mentioned tabling the request to find out more information regarding why the accessible landing was being used instead of the driveway. However, no record can be found of a resulting action.

During a recent conversation with Miller, she explained that she does not use the driveway because of the steepness of the approach. An existing platform had previously been constructed adjacent to the drive for accessible loading and unloading. Miller contacted Engineering this past summer about the status of her requests. Since then, Engineering staff has been looking into the request history.

Sailor said the request was brought to the Oct. 17 Traffic Commission meeting. The Commission voted unanimously with a positive recommendation for the installation of a sign for reserved parking for persons with disabilities and pavement markings for a 23-foot accessible parking space near the driveway of 1622 Harrison Ridge Lane, with the requirement that the resident renew the request annually.

Nichols/Myers made a motion to approve the installation of a sign for reserved parking for persons with disabilities with pavement markings for a 23-foot accessible parking space, to be renewed on an annual basis. The motion passed 5-0.



14) Engineering Department request: Approve the installation of a reverse curve warning ahead sign with speed advisory plaque and flashing yellow warning beacon for eastbound traffic on West Kercher Road

City Director of Public Works & Utilities Dustin Sailor told the Board that the Engineering Department was forwarded concerns from two residents about eastbound vehicle traffic leaving the roadway or crashing at the horizontal roadway curves just east of the Elkhart River bridge (Elkhart County Bridge 409) on West Kercher Road. One of the residents requested the installation of a curve warning sign on Bridge 409 to alert eastbound traffic of the upcoming curves.

Sailor said Engineering staff recommended installing a reverse curve warning sign along the eastbound lane of Kercher Road, at the west end of the Bridge 409, with a 30-mph advisory speed plaque.

Sailor said the request was brought to the Nov. 21 Traffic Commission meeting. The Commission voted unanimously with a positive recommendation to install the curve warning sign and plaque, as well as a solar-powered flashing yellow warning beacon at the location proposed by Engineering.

Nichols/Myers made a motion to approve the installation of a reverse curve warning ahead sign with speed advisory plaque and flashing yellow warning beacon for eastbound traffic on West Kercher Road. The motion passed 5-0.

15) Engineering Department request: Deny the installation of stop signs, making the intersection of Leroy Street and 13th Street an all-way stop

City Director of Public Works & Utilities Dustin Sailor told the Board the Engineering Department received a request from a family member of a resident on Leroy for stop signs to be installed at Leroy Street and 13th Street. The family member was concerned for children's safety, due to traffic he observed coming from the Goshen Industrial Park, using Leroy Street to bypass the traffic signal at College Avenue.

Sailor said the request was brought to the Oct. 17 Traffic Commission meeting. Engineering staff advised that the addition of a stop sign on the Leroy Street would have resulted in an all-way stop, according to the current MUTCD. Having reviewed vehicle and pedestrian volume warrants for stop signs, Commission members familiar with the intersection did not believe traffic would meet those requirements.

Sailor said the Commission voted unanimously with a recommendation to deny the request of stop signs, which would have made the intersection an all-way stop. There are no reports of traffic accidents in the last five years at the intersection, nor along Leroy Street.

Mayor Leichty said, "I was nearly killed there recently by a speeding motorist leaving work."

Board member Landis asked if this area was any different than the older part of the City, such as 6th Street, 7th Street or 8th Street, which have stop signs of different configurations and require motorists to be mindful of stop signs. He asked in this newer area if there was anything to keep traffic from using it as their bypass to avoid the main roads as in many other places in the City.

Sailor said "traffic signs are not meant to be traffic calming features. If the Board would want to proceed with something, we would need to do, a warrant to verify that the sign would be necessary." He said in the past such analysis was not required but today there are standards by which signs can be installed.

Board member Swartley said she lives in a neighborhood that motorists routinely drive through quickly to avoid a major City intersection. As such, she said further study was warranted before an outright rejection of a stop sign. She added, "When factories let out, that traffic is not normal."

Sailor responded, "There's multiple factors that are considered. And so, again, if you do not agree with Traffic Commission, the next step would be to do a traffic study and see if a warrant is there. Accidents are definitely one of the items that are factored into the warrants. Speed typically is not. Again, stop signs are not meant to control speed."

Mayor Leichty shared a recent experience when she was waiting at the corner of 12th Street and College Avenue.



"I was waiting to turn on to College Avenue and a truck came up behind me so fast he couldn't stop. There was a school bus that was going to turn from College onto 12th Street, and he (truck driver) went so fast he hit the brakes and actually spun around me without stopping onto College Avenue, and then kept going on to College. And it happened so fast. This is about one month ago.

"So, I think there may be a legitimate case to be made. I mean, I'm one example. Obviously, I wasn't in an accident. He (the driver) managed to like spin out of control and regain control on College (Avenue). But it did make me wonder about like just speeding through that otherwise calm neighborhood. But I wasn't at the Traffic Commission meeting to offer that additional insight. So, I'm offering that a bit late."

Mayor Leichty added, "I think I would agree with you, Barb, that it might be worth doing at least a traffic count to see if there's an excessive amount of cars actually diverting that way. I agree with Dustin in principle that stop signs shouldn't be used. So, I don't know that I disagree with the Commission's statement, so I think I could get behind a both-and (approach), saying that we affirm their decision to deny the stop sign, but would also request that we do some kind of traffic count on that road to see whether or not it warrants additional calming measures."

Board member Swartley asked, "So if you don't use a stop sign, you use the speed limit sign? Is that what slows traffic down? To me, stop signs do slow traffic down."

Sailor responded, "They do, but it is not meant to do that. It's a notification of turning movements and to control the potential for conflict at intersection.

Board member Swartley said, "Well, I'd rather do a study than be regretful in the future."

Board member Landis asked **City Attorney Stegelmann** about the options before the Board if a study shows a stop sign is not warranted but the Board still wants one. **Stegelmann** said, "I've not looked at the law on that. I'd have to rely on Mr. Sailor's knowledge of the law."

Board member Landis said he believes the Board has done that in the past, under different circumstances.

Mayor Leichty said, "I don't want to toss in my anecdotal evidence as a reason to deny the commission their carefully thought out and deliberated consideration of this issue. So, I'm willing to support the Traffic Commission, but I will add that I would agree if there's a request from this body in addition to do a study, I would also support that."

The **Mayor** asked **Sailor** how to request a traffic study at that location. **Sailor** said, "I think we would table this and then request that Engineering, perform the traffic count, and then come back to reopen this."

Board member Landis asked what would be involved in a traffic count study. **Sailor** said, "We'll put an automatic counter out there," which would identify traffic patterns at different times of day and night.

Nichols/Myers then made a motion to table the request for the installation of stop signs, making the intersection of Leroy Street and 13th Street an all-way stop, to allow for a detailed traffic evaluation by the City Engineering Department. The motion passed 5-0.

16) Engineering Department request: Deny the installation of stop signs in the Harrison Ridge Subdivision and the Weaver Woods Subdivision

City Director of Public Works & Utilities Dustin Sailor told the Board that in 2019, the Engineering Department received a request from Sheila Miller for the installation of stop signs at two intersections within the Harrison Ridge subdivision and one intersection within the Weaver Woods subdivision.

Sailor said Miller explained her concerns that the neighborhood was not safe for her daughter, or other kids, to go outside on their own, due to people speeding and not stopping at intersections. At the time, Miller obtained signatures from over 50 neighbors in favor of installing stop signs, with half of these residents in support of installing speed bumps and half against installing them.

Sailor said the minutes from the April 2019 Traffic Commission showed that the request was tabled to gather more information. However, no record can be found of an action regarding the requested stop signs.



Sailor said another request for stop signs was received in 2023, but was tabled until the Engineering Department could reach out to the resident requesting signatures of other area residents. **Sailor** said **Miller** contacted Engineering this past summer about the status of her requests. Since then, Engineering has researched the request.

Sailor said Engineering staff performed preliminary traffic counts on the north approaches of the intersections of Weaver Woods Drive and Tyler Lane, as well as Harrison Ridge Lane and Tyler Lane. Findings show that stop control is not warranted based on traffic volumes or the history of vehicle accidents.

The request was brought to the Oct. 17 Traffic Commission meeting. The Commission voted unanimously with a recommendation to deny the request for stop signs.

Mayor Leichty asked if the petitioner was present for the Traffic Commission meeting. **Sailor** said she was. The Mayor noted that many residents weighed in on the issue.

In response to a question from **Board member Landis**, **Sailor** clarified the source of the traffic into the area.

Nichols/Myers then made a motion to deny the installation of stop signs in the Harrison Ridge Subdivision and the Weaver Woods Subdivision. The motion passed 5-0.

17) Engineering Department request: Approve Premium Services request to perform daytime lane restrictions on West Lincoln Avenue on Monday, Dec. 16, 2024

City Director of Public Works & Utilities Dustin Sailor said Premium Services requested permission to restrict the south lane of West Lincoln Avenue, west of the intersection at Chicago Avenue, for Monday, Dec. 16, 2024. The lane restriction will allow the company to complete restoration of the sidewalk following NIPSCO's gas line repairs completed in May. Appropriate traffic control devices will be utilized.

Nichols/Myers made a motion to approve Premium Services request to perform daytime lane restrictions on West Lincoln Avenue on Monday, Dec. 16, 2024. The motion passed 5-0.

18) Engineering Department request: Approve the agreement with L&M Electric for the 2025 Civil City Electrical Maintenance in the amount of \$41,950.00 per year for three years

City Director of Public Works & Utilities Dustin Sailor told the Board that L&M Electric has provided excellent electrical service for Goshen's street lights, traffic signals, school flashers and Airport. He requested that the Board accept L&M Electric's quote of \$41,950.00 per year to continue maintenance and enter into an agreement with them.

Nichols/Myers made a motion to approve the agreement with L&M Electric for the 2025 Civil City Electrical Maintenance in the amount of \$41,950.00 per year for three years The motion passed 5-0.

19) Engineering Department request: For the County Courts Consolidation Roadway Improvements project, approve Change Order No. 4 with Niblock Excavating, Inc. to vacuum excavate around the high-pressure gas main for an increase of \$6,863.56

City Director of Public Works & Utilities Dustin Sailor told the Board that attached to the agenda packet was Change Order No. 4 for the County Courts Consolidation Roadway Improvements project.

Sailor said that due to an existing high-pressure gas main on the northeast corner of the intersection of U.S. 33 and Reliance Road, the contractor must vacuum excavate to enable the installation of the foundations for the traffic signal poles to be installed within a few feet from the gas main. This work is above the original scope of work.

Sailor said the original contract amount was \$4,165,762.30. The vacuum excavation around the high-pressure gas main will increase the contract by \$6,863.56, for a revised contract amount of \$4,256,342.56, an increase of 2.17%.

Nichols/Myers made a motion to approve Change Order No. 4 to vacuum excavate around the high-pressure gas main for an increase of \$6,863.56. The motion passed 5-0.



20) Engineering Department request: Approve the Agreement with Niblock Excavating for the 2024 Asphalt Paving project in the amount of \$2,055,649.40

City Director of Public Works & Utilities Dustin Sailor told the Board that on Dec. 5, 2024, the City received proposals for the 2024 Asphalt Paving project. The following were the results of the base bid and alternate:

- Niblock Excavating - \$2,055,649.40
- DC Construction - \$2,127,961.24
- Phend & Brown - \$2,170,483.40

The itemized bid tab was attached to the Board's agenda packet.

Sailor said the Engineering Department was requesting that the Board award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

Nichols/Myers made a motion to approve the agreement with Niblock Excavating for the 2024 Asphalt Paving project in the amount of \$2,055,649.40. The motion passed 5-0.

21) Engineering Department request: Award the bid to MWI Pumps as the lowest responsive and responsible bidder and authorize the Mayor to sign the agreement with MWI Pumps for the WWTP Trailer-Mounted Bypass Pump in the amount of \$61,378

City Director of Public Works & Utilities Dustin Sailor told the Board that on Nov. 14, 2024, the City received proposals for the WWTP Trailer-Mounted Bypass Pump. Following are the results:

- MWI Pumps \$61,378.00 (with Option 2)
- B.L. Anderson \$64,550.00 (No Bid Option 2)
- The Henry P. Thompson Co. \$69,408.54 (No Bid Option 2)

The itemized bid tab was attached to the Board's agenda packet..

The Engineering Department asked the Board to award the contract to MWI Pumps as the lowest responsive and responsible bidder.

Nichols/Myers made a motion to award the bid to MWI Pumps as the lowest responsive and responsible bidder and authorize the Mayor to sign the agreement with MWI Pumps for the WWTP Trailer-Mounted Bypass Pump in the amount of \$61,378. The motion passed 5-0.

22) Engineering Department request: Approve and ratify the Mayor's execution of the agreement with Jones Petrie Rafinski, Corp. in the amount of \$241,975 to provide design and bid support services for the Century Drive Reconstruction project

City Director of Public Works & Utilities Dustin Sailor said the City Engineering Department was requesting approval of an agreement with Jones Petrie Rafinski, Corp (JPR) for design services and the creation of project bid documents for the reconstruction of Century Drive, from Kercher Road to College Avenue.

Sailor said this project will include full pavement replacement. Limited drainage improvements may also be necessary. The construction project is expected to occur in 2025.

Sailor said the project, including design services, will be funded by Goshen Redevelopment Commission. Redevelopment selected JPR as the consultant and approved the amount of \$241,975 for design services. It was intended for the agreement to be brought before the Board of Works on Oct. 10 for approval following Redevelopment Commission approval on Oct. 8, but due to an oversight this did not occur.

The agreement was now being presented for the Board's ratification.

Nichols/Myers made a motion to approve and ratify the Mayor's execution of the agreement with JPR in the amount of \$241,975 to provide design and bid support services for the Century Drive Reconstruction project. The motion passed 5-0.



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

Mayor Leichty opened Privilege of the Floor at 4:44 p.m. There were no comments.

At 4:44 p.m., Mayor Leichty recessed the Board of Public Works & Safety meeting and opened a meeting of the City Stormwater Board to consider two items.

CITY OF GOSHEN STORMWATER BOARD

4:00 p.m., Dec. 12, 2024

Members: Mayor Leichty, Mike Landis and Mary Nichols

23) Accept the post-construction stormwater management plan for the Indiana Avenue Apartments as it has been found to meet the requirements of City Ordinance 4329

City Director of Public Works & Utilities Dustin Sailor said the developer of the Indiana Avenue Apartments project, affecting one (1) or more acres of land and located at 1006 S. Indiana Ave., has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." The Stormwater Department requested the Stormwater Board's acceptance of the plan.

Nichols/Landis made a motion to accept the post-construction stormwater management plan for the Indiana Avenue Apartments as it has been found to meet the requirements of City Ordinance 4329. The motion passed 3-0.

24) Accept the post-construction stormwater management plan for Ryan's Place Inc. as it has been found to meet the requirements of City Ordinance 4329

City Director of Public Works & Utilities Dustin Sailor said the developer of the Ryan's Place Inc. project, affecting one (1) or more acres of land and located at 1566 Regent Street, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." The Stormwater Department requested the Stormwater Board's acceptance of the plan.

Nichols/Landis made a motion to accept the post-construction stormwater management plan for Ryan's Place Inc. as it has been found to meet the requirements of City Ordinance 4329. The motion passed 3-0.

At 4:46 p.m., Mayor Leichty recessed the City Stormwater Board meeting and convened a Board of Public Works & Safety hearing to review and approve an agreement regarding 425 North 9th Street.

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING:

4:00 p.m., Dec. 12, 2024

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

25) Review and approve a grant agreement between the City of Goshen and Restör Church and the agreement between the City of Goshen and Christopher D. Jones, the owner of property and unsafe building at 425 North 9th Street



At 4:46 p.m., Mayor Leichty convened a hearing to review and approve a grant agreement between the City of Goshen and Restor Church and the agreement between the City of Goshen and Christopher D. Jones, the owner of the property and unsafe building at 425 North 9th Street.

BACKGROUND:

In an Dec. 9, 2024 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that the Board, as the City's Unsafe Building Hearing Authority, has previously held hearings concerning the property at 425 N. 9th Street in February, March, July, and October of 2024. The Board determined that the residential structure on the Real Estate is unsafe and warranted demolition, but provided an opportunity for the property owner to make repairs.

Shuler wrote that over the past several months, the property owner has complied with the Board's orders to clean up the exterior of the property, obtain clean title to the property, and otherwise keep open clear lines of communications with the City. As a result of the continued discussions between City staff and the property owner, the following agreements have been prepared to facilitate repair and rehabilitation of the unsafe building.

Agreement with Restor Church, Inc.:

Shuler wrote that this agreement establishes the terms in which the City will provide up to \$100,000 in grant funds to Restor Church, Inc. to act as project manager for the necessary repairs to the unsafe building. Restor Church will oversee construction and repairs, which will be performed by contractor Chris Russell. Restor will also seek to solicit volunteer labor and in-kind contributions of materials to maximize the project value. The agreement requires Restor Church to provide updates and financial accounting updates to the City.

Agreement with Christopher D. Jones:

Shuler wrote this agreement establishes the financial and legal obligations of the property owner, Christopher Jones. Jones will execute a Promissory and Mortgage to secure the repayment of repair costs, to be the actual costs up to \$100,000. The agreement, along with the Promissory Note and Mortgage, require Jones to make a small monthly payment (\$50 a month without interest), to maintain homeowner's insurance, to pay all property taxes, and to otherwise keep the property compliant with Goshen City Code.

Attached to Shuler's memorandum, and included in the Board's meeting agenda packet, was a **nine-page agreement (dated Dec. 12, 2024) between the City of Goshen and Christopher D. Jones** which set forth the terms of the agreement. The agreement included three exhibits – a legal description of the property, a promissory note and a real estate mortgage assignment to the City.

DISCUSSION AND APPROVAL OF AGREEMENT ON DEC.12, 2024:

At 4:26 p.m., Mayor Leichty convened the agreement review hearing for 425 North 9th Street.

Present were: Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; and City Building Inspector Travis Eash and property owner Christopher D. Jones.

Assistant City Attorney Don Shuler provided the background of the unsafe property, which has been the subject of Board hearings in February, March, July and October of this year. He said the Board concluded that the poor condition of the building warranted demolition, but allowed more time for the property owner, Christopher D. Jones, to make repairs. Over the year, Shuler said, the property owner met various Board conditions, including removing debris outside and obtaining clear title to the property.

Shuler said more recently, City staff investigated ways to help Jones repair the property. He said the State unsafe building law and the unsafe building fund, which is funded by appropriations from the City Council as well as any fines and penalties that are collected, can be used for any of the expenses incurred, or for furthering the purposes of the statute, which includes repairing vacant and deteriorated houses.



As a result, **Shuler** said City staff worked with Jones to determine ways that the City could assist in getting this property rehabilitated, and the result of those efforts was the two agreements that were now being proposed.

Shuler said under the first agreement, the City would give Restor Church a maximum grant of \$100,000 to act as a project manager for repairs to the building at 425 North 9th Street. He said Restor would oversee the construction and repairs, which would be performed by Chris Russell, a contractor. The church would also solicit volunteer labor and in-kind contributions to maximize the project value.

Shuler said the grant agreement would require **Restor** to provide financial accounting updates to the City. If the agreement is approved, Shuler said it's anticipated that the repairs will take about four months to complete.

Shuler provided the Board with Exhibit B, a Scope of Work for 425 North 9th Street by the project client/administrator, J.B. Hochstetler of Restor Church, and the project coordinator, Chris Russell. The Scope of Work was a two-page document that provided a detailed description of the work that would be performed (**EXHIBIT #2**). Shuler said the Scope of Work estimated repairs as costing \$85,000, possibly with the use of subcontractors or volunteer labor.

The second agreement, **Shuler** said, would be executed between the City and **Christopher D. Jones**. He said Jones would execute a promissory note in a mortgage to secure the repayment of the total repair costs. Jones would be required to make a small monthly payment (\$50), maintain homeowners insurance, pay all the property taxes, to otherwise keep the property in compliance with Goshen City Code and to complete financial education classes that are offered through Lacasa.

In summary, **Shuler** said, "This is a proposal that we believe will work towards getting that property restored, allowing Mr. Jones to have his home back, and would provide some level of security to the City for its investment through the grant being managed by Restor, and then eventually being a mortgage against the property going forward."

Shuler added that Jones and a representative from Restor were present to address the Board.

In response to a question from **Board member Landis**, **Shuler** clarified the terms of the grant and the agreement. The Mayor added that Restor would be serving as the fiscal agent and project manager in a similar way that Lacasa would on its help-a-house projects. "So, we're working with another local not-for-profit," she said.

Mayor Leichty said Restor Church "got involved in this case earlier this year by providing assistance for cleanup. And so, I spoke with some of the leadership at Restor, and asked whether they also had some folks in the church who have construction capabilities, and asked whether or not they would be willing to be a partner in this project, in helping Mr. Jones rehabilitate his home, and so they offered to serve as that fiscal agent and partner with the City."

Mayor Leichty asked **Shuler** what would happen if the full \$100,000 was not utilized for the project. **Shuler** responded, "The mortgage amount will be what the actual costs are, and that will be certified later by an affidavit. If the full amount is not used by Restor because of what's eventually granted to them, then the obligations of them underneath the grant agreement is to return that excess to the City as part of their final accounting."

Mayor Leichty added, "The structure of this is basically using the fines that have been paid ... and using it for good to restore an existing home rather than demolishing the existing home."

Board member Swartley asked: "So I'm a little unclear ... You're using the term 'grant' and also the term 'mortgage.' So, does it end up being a grant to Mr. Jones in the end?"

Shuler responded, "No, it's grant to Restor and it's a mortgage agreement between Mr. Jones and the City. So, there are two separate agreements on this. So, one agreement is just between the City and Restor. And there's a separate agreement that's just between the City and Mr. Jones."

Mayor Leichty said, "Part of what precipitated doing this in this unconventional way is that you may remember that Mr. Jones is in the process of a lawsuit. He was robbed by another contractor outside of the City of Goshen, and he received a judgment in his favor and is still awaiting the repayment of that judgment that he's owed. If he is to receive that, that could pay off the loan to the City."

Mayor Leichty said Lacasa doesn't currently have enough resources to coordinate another help-a-house project, so it would be potentially years before Jones would be eligible to participate in that program.



Mayor Leichty continued, "He needs housing now. So, the Building Department, the Legal Department, Restor Church and Mr. Chris Russell, were all willing to come together to try to find a way to move forward in an accelerated way, so Mr. Jones would be back in safe housing in a quicker fashion."

City Attorney Stegelmann said, "The Mayor, mentioned unconventional. I think this arrangement is similar to the receivership model. At this point, there's still an open order from this body and this arrangement was reached as kind of a settlement rather than the City going to court asking for receiver to be appointed. Basically, that arrangement was put into writing, and the landowner agreed to the arrangement.

"So, you know, under receivership a receiver would take possession, the City would pay the receiver. and then that payment would be secured by mortgages or liens once the work was done. So, this is somewhat similar to the receivership model. It's just that we had some flexibility because we weren't under a court's guidance at this point."

Shuler said **Jones** would be required to repay the City if and when he is paid the court judgment he is owed. He added that this agreement was possible because Jones has agreed to it.

Board member Swartley said "I've watched Mr. Jones come back time and time again, and go away and do what he was asked to do. So, I'm delighted that this is coming to some happy ending or beginning,"

Mayor Leichty invited comments from a representative of **Restor Church, J.B. Hochstetler.**

Hochstetler, a board member at Restor Church, said he was excited to work on this project with **Chris Russell,** the contractor. He said his goal is to seek volunteer labor and donated materials to reduce costs and to keep the repairs moving forward.

Chris Russell, the project contractor, said "after you've done enough homes you walk in and you have this ability to see past everything that it is and see it finished. And right away, when I saw it, I'm excited to see the finished product."

Christopher D. Jones, the property owner, said, "This has been a really tough, long road, dealing with everything and I just wanted to express my gratitude and appreciation to everybody here that's working with me. I expect good things to come from it and I'm going to do my best to do everything that I can do to help and stay in order."

There were no further presentations, so Mayor Leichty asked if there was a motion.

Nichols/Myers made a motion to approve the Grant Agreement with Restor Church, Inc., and authorize the Mayor to execute it and further to approve the Agreement with Christopher D. Jones and authorize the Mayor to execute it.

Mayor Leichty asked if Board members had additional questions or comments or if the Board was ready to vote. Before a vote could take place, Clerk-Treasurer Aguirre said he had some questions.

Aguirre said he acknowledged "this has been a long road, and I especially commend the Mayor for her willingness to think creatively and to try to help resolve a situation which, as Mr. Shuler and the City Attorney described, could otherwise drag on for years with no work being done." Still, as the City's Clerk-Treasurer, Aguirre said he wanted to clarify a few matters to make sure he understood them because he didn't know about the proposed agreement until it was submitted as part of the Board's meeting packet.

First, **Aguirre** asked "if there was any specific agreement between Mr. Jones and the Church itself on what their relationship is, what their obligation to him is, and the City of Goshen, if there are any disagreements on how to proceed with the project."



Assistant City Attorney Shuler responded, "There's not an agreement between the two of them. Those concerns are addressed primarily through Mr. Jones's agreement with the City. We talked about that receivership model earlier. The agreement basically provides that between the City and Mr. Jones is that he is essentially acquiescing to control to the City's designated project manager, the community partner, in this Restor for the purposes of the project. And he's going to allow that and permit that to happen and if for any reason why he doesn't then that's a violation or breach of his agreement with the Board.

"So, there's not an agreement between those two parties at least, not that I'm aware of, but the concerns as to if there's a dispute, or if he's not, you know, allowing him to move forward with decisions about the scope or things of that nature, his agreement with this Board, as written, provides that he's supposed to basically give that authority to Restor and Chris Russell."

Next, **Aguirre** said "the fact it's being called a 'grant' could lead some people to believe that grant is not going to be repayable. So, is there anything that the City has that would ensure, besides the Scope of Work, that the funds will be used for this project and not for anything else?"

Shuler responded, "While the grant agreement doesn't require Restor to pay, the mortgage requires Mr. Jones to pay. Underneath the grant agreement it does designate what the funds would be used for. And so, if Restor is in violation of that by not providing the financial accounting that documents what it's for, and we're not able to verify that then, just like any other breach of an agreement, the City would have its available legal remedies to address that situation should that happen."

Finally, **Aguirre** asked about the court judgment Jones has been awarded from his former contractor and efforts to collect it. Aguirre said, "I don't know if that's going to be enough to satisfy if there is a judgment, however much the City ends up spending on this project. But if, for example, the contractor is prosecuted or doesn't pay, or there are other creditors ahead of Mr. Jones, is it true that the only repayment (to the City) then would come from the \$50 a month from Mr. Jones?"

Shuler responded, "Correct. So, if there's no collection on the judgment and presuming, and we hope that there's no other violations of the agreement that would allow any other remedy, the only repayment of that initial investment for the mortgage is the monthly payments."

Shuler also said, "Mr. Jones does have the judgment in the case. The judgment amount is \$135,000, roughly, so if he was to recover on it, it would cover in full. And it is unknown whether or not he will or not. My understanding from looking at the court documents is, I do believe he has priority based on when his judgment was entered, compared to others. But collection, as Mr. Jones knows, he's going through it, it's sometimes like playing poker. You don't know where you're going to get. Sometimes you get lucky, sometimes you don't."

"I've done a handful of those type of things before where you're fishing for a while, and that's what it seems like his attorney in the collection cases do in terms of sending things out to different entities and different judgments and different bank accounts, different entities. And so far, they haven't found anything. But every now and again you do, and a judgment gets collected. But it is correct that if that judgment does not get collected, the only repayment is from the monthly payments."

Mayor Leichty said, "If I could add, the City will have a lien on this property as well, and at the point that Mr. Jones would sell the house or transfer of the property, the City would also be repaid through that measure, so it would be the monthly payment, plus whatever is remaining at the point at which he were to transfer ownership of the property."

Shuler confirmed that was correct.

Aguirre thanked **Shuler** for the additional information.

Board member Landis asked whether **Jones** was somewhat protected in his relationship with Restor Church in that the City's grant agreement requires the Church to do specific things on that property "which, if they don't., we have the right to claw back" the funds.

Shuler said that was correct.



At Mayor Leichty's request there was then the vote on the motion, by Nichols/Myers, to approve the Grant Agreement with Restor Church, Inc., and authorize the Mayor to execute it and further to approve the Agreement with Christopher D. Jones and authorize the Mayor to execute it. The motion passed 5-0.

At 5:09 p.m., Mayor Leichty adjourned the hearing and reopened the meeting of the Board of Public Works and Safety.

Before adjournment, Clerk-Treasurer Aguirre asked if the Mayor wanted to present the draft 2025 meeting schedule for the Board. Mayor Leichty asked Board members to let her know if there were any conflicts in the meeting schedule. She added that the Board would next meet on Jan. 9, 2025.

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty then moved to approve Civil City and Utility claims and adjourn the meeting. The motion passed 5-0.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 5:10 p.m.

EXHIBIT #1: *A Dec. 12, 2024 email with illustrations and diagrams distributed to the Board by City Director of Public Works & Utilities Dustin Sailor with Engineering Department staff feedback on agenda item #10, Kauffman Construction request: To facilitate renovations, approve the placement of a dumpster in parking spaces adjacent to 103 North Fifth Street.*

EXHIBIT #2: *"Exhibit B, a Scope of Work for 425 North 9th Street" by the project client/administrator, J.B. Hochstetler of Restor Church, and the project coordinator, Chris Russell. The Scope of Work was a two-page document that provided a detailed description of the work that would be performed at 425 N. 9th Street. It was submitted to the Board by Assistant City Attorney Don Shuler during consideration of agenda item #25, Review and approve a grant agreement between the City of Goshen and Restor Church and the agreement between the City of Goshen and Christopher D. Jones, the owner of property and unsafe building at 425 North 9th Street*

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

January 23, 2025

To: Board of Public Works and Safety

From: Brandy Toms, Paralegal

Subject: Open sealed bids for purchase of a UHF Digital Radio System for Street Department.

On behalf of the Goshen Street Department, the City solicited sealed bids for the purchase of a new UHF digital radio system in accordance with Indiana Code § 5-22-8-3. All sealed bids are now due and final call has been made. Legal asks that the Board of Public Works & Safety open any and all sealed bids submitted for consideration and return all bid packages to Legal for review.

Suggested Motion:

Move to forward all bids received for a new UHF digital radio system to the Legal Department for review.



ANTHONY D. POWELL
FIRE CHIEF, 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

January 2, 2025

To: Board of Works and Public Safety

RE: Promotion of Steffen Schrock to Assistant Chief of Operations

From: Fire Chief Anthony Powell

To the Board of Works and Public Safety,

I respectfully request the promotion of Assistant Chief of Training Steffen Schrock to the rank of Assistant Chief of Operations within the Goshen Fire Department. Over his 24 years of dedicated service, Chief Steffen Schrock has consistently demonstrated exceptional knowledge, experience, and leadership.

I am confident that his contributions will continue to enhance the department's mission and operations in this new role. I kindly request that this promotion take effect on January 1, 2025.

Thank you for your consideration.

Sincerely,

Respectfully,

Anthony Powell



ANTHONY D. POWELL
FIRE CHIEF, 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

January 2, 2025

To: Board of Works and Public Safety
RE: Promotion of Lucas Mason to Lieutenant
From: Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request approval for the promotion of EMS Sergeant Lucas Mason to the rank of EMS Lieutenant within the Goshen Fire Department. Sergeant Mason 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 Mason's promotion to Lieutenant will further enhance our department's capabilities and service to the community.

I request this promotion to be effective January 1st, 2025.

Thank you for your consideration of this request.

Respectfully,

Anthony Powell



ANTHONY D. POWELL
FIRE CHIEF, 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

January 2, 2025

To: Board of Works and Public Safety
RE: Promotion of Winston Lechlitner to Lieutenant
From: Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request approval for the promotion of EMS Sergeant Winston Lechlitner to the rank of EMS Lieutenant within the Goshen Fire Department. Sergeant Lechlitner 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 Lechlitner's promotion to Lieutenant will further enhance our department's capabilities and service to the community.

I request this promotion to be effective January 1st, 2025.

Thank you for your consideration of this request.

Respectfully,

Anthony Powell



ANTHONY D. POWELL
FIRE CHIEF, 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

January 2, 2025

To: Board of Works and Public Safety
RE: Promotion of Daniel Kurtz to Lieutenant
From: Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request approval for the promotion of EMS Sergeant Daniel Kurtz to the rank of EMS Lieutenant within the Goshen Fire Department. Sergeant Kurtz 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 Kurtz's promotion to Lieutenant will further enhance our department's capabilities and service to the community.

I request this promotion to be effective January 1st, 2025.

Thank you for your consideration of this request.

Respectfully,

Anthony Powell



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: January 9th, 2025

From: Chief Jose' Miller

Reference: Request to Accept Officer Huntley Davis #217 Resignation

I am requesting for the Board of Public Works and Safety to **approve the resignation of Officer Huntley Davis #217 retroactive to January 4th, 2025.** Officer Davis's last day on the books was January 3rd, 2025. Officer Davis has accepted a full-time police officer position at the Warsaw Police Department.

I would like to thank Officer Davis for his service of over two and one half (2 ½) years to the Goshen community and wish him the best in his future career at Warsaw Police Department.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

Patrolman Huntley Davis #9217

Goshen Police Department

3317 E Eastridge Drive, Warsaw, IN, 46582

(574)265-6019

12-20-2024

Dear Chief Miller and all involved,

I am formally submitting my resignation from the Goshen Police Department. This notice is effective as of today's date. My last working day will be December 31, 2024. I have reviewed the schedule and submitted a personal day for January 3, 2024.

I would like to extend many thanks to everyone here at the Goshen Police Department. To all of admin that has worked with me over the past two and a half years, your dedication and willingness to work with Patrolman and staff have not gone unnoticed.

This decision was not an easy one to make but I, along with my family, have decided this is the best course of action going forward. The Goshen Police Department has played such a huge role in my life and will always hold a special place with me.

If there are any concerns or questions you can contact me at any time.

I would genuinely like to reiterate my appreciation for this department. Again, this was not an easy decision but Goshen will always be regarded as one of the best time periods of my life. I have thoroughly enjoyed working with this department and have appreciated all the opportunities I have been granted.

Sincerely,

Huntley Davis

A handwritten signature in black ink that reads "Huntley Davis #217". The signature is written in a cursive, flowing style.



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: January 9th, 2025

From: Chief Jose' Miller

Reference: Request to Accept Officer Ever Gutierrez Franco #221 Resignation

I am requesting for the Board of Public Works and Safety to approve the resignation of Officer Ever Gutierrez Franco #221 retroactive to January 4th, 2025. Officer Franco's last day on the books was January 3rd, 2025. Officer Franco has accepted a full-time police officer position at the Warsaw Police Department.

I would like to thank Officer Franco for his two and one half (2 ½) years of service to the Goshen community and wish him the best in his future career at Warsaw Police Department.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

Ever Gutierrez Franco

Patrolman

Goshen Police Department

70711 CR 29 Syracuse, IN 46567

everfranco2323@gmail.com

(574)526-2345

12/20/2024

Chief Miller

Goshen Police Department

111 E. Jefferson St. Goshen, IN 46528

Subject: Resignation Letter

Dear Chief Miller,

I am writing to formally submit my resignation from my position as Patrolman with the Goshen Police Department. My last working day will be January 3rd 2025.

This decision was not made lightly, as it has been an honor to serve the department and the Goshen community. However, I have come to the conclusion that stepping away from my role is necessary to prioritize family matters at this time.

Working alongside such dedicated and skilled colleagues has been an invaluable experience, and I deeply appreciate the support and opportunities I have received during my tenure. The knowledge and skills I have gained here will remain with me throughout my life and career.

I am committed to ensuring a smooth transition and will do everything I can in the coming weeks to wrap up any ongoing responsibilities and assist in preparing for the department's continued success.

Thank you again for the trust and opportunities you have extended to me. I will always hold my time with the Goshen Police Department in the highest regard. Please feel free to reach out if there is anything further I can do to assist during this transition period.

Sincerely,

Ever Gutierrez Franco





Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: January 9th, 2025

From: Chief Jose' Miller

Reference: Request to Accept Officer Logan Wenger #231 Resignation

I am requesting for the Board of Public Works and Safety to **approve the resignation of Officer Logan Wenger #231 effective January 7th, 2025.** Officer Wenger was in his FTO training when he decided to resign from the position of probationary patrol officer. He submitted his resignation letter on January 6th, 2025, stating it would be his last day working at the department. I wish Logan the best in life for whatever career path he chooses in the future.

Respectfully,

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

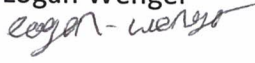
Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

1/6/2025
Logan Wenger

I am writing to formally notify you of my resignation.
I Logan Wenger am submitting my letter of resignation to resign from the Goshen Police Department on the effective date 1/7/2025. It has been a great honor to serve with the Goshen Police Department and all of its members.

If I can be of any assistance during this transition, please let me know.

Sincerely,
Logan Wenger


AJA Partners
203 South Main Street, Suite 2
Goshen, IN 46526

January 6, 2025

To Goshen City Board of Works,

AJA Partners recently purchased The Famous building located at 203 South Main Street. We have discovered there is not a dumpster on the property for the building or any of the tenants. We are in need of a permanent dumpster location. We are requesting a dumpster in the parking lot near the rear alley of 203 South Main Street.

The size of the dumpster is 6' long by 3' deep by 4' high with the casters. There is currently a dumpster located behind the building in a parking space, it is shown on the next page. We have been advised by two trash companies that the alleyway is too tight for them to drive through.

If you have any questions regarding this request, please reach out.

Sincerely,

Ashley Mault

Ashley Mault
Accounting
574-903-5840

Proposed Location for our dumpster is to the left of the current dumpster. The trash company shared the dumpster could not be placed in front of the current dumpster.



Alleyway shown the Famous Building has the tan brick with the brick archway on the left





CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

January 9, 2025

To: Board of Public Works and Safety
From: Brandy L. Toms, Paralegal
Subject: Award Bid for 2024 or Newer Medium Duty Dump Truck

The City solicited bids for the purchase of a 2024 or newer medium duty dump truck in accordance with Indiana Code § 5-22-8-3. Below is a summary of the bids received:

- | | | |
|-----------------|---|----------|
| 1. Jordan Ford- | 2025 F550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H) | \$96,109 |
| 2. Eby Ford- | 2025 F550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H) | \$96,309 |

Suggested Motion:

Award a contract to Jordan Ford as the lowest responsible and responsive bidder and authorize the issuance of a Purchase Order for the purchase of 2025 F550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H) for a cost of \$96,109.

PURCHASE CONTRACT FOR 2024 MEDIUM DUTY DUMP TRUCK

THIS PURCHASE CONTRACT (“Contract”) is entered into on _____, 2025, which is date of the last signature set forth on the signature page, by and between **Jordan Ford** (“Contractor” or “Supplier”), whose mailing address is 609 E. Jefferson Blvd., Mishawaka, Indiana 46545, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

1. **Component Parts of this Contract.**

(A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:

- (1) City of Goshen, Indiana Specifications and Contract Documents for the purchase of Supplies set forth in the heading above.
- (2) Contractor’s Proposal as submitted to City, including all submittals and attachments prepared by Supplier.
- (3) Amendments that may be subsequently executed by City and Supplier.
- (4) Supplier’s performance bond, if any.

The above documents are specifically incorporated into this Contract by reference.

(B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1) This Contract, and any Amendments;
- (2) The Specifications and Contract Documents; and
- (3) Contractor’s Proposal.

2. **Purchase.**

(A) Supplier agrees to provide City a 2025 F550 4X4 Chassis Cab DRW/169 Superduty Dump Truck (“Supplies”). Unless specifically modified by this Contract, the Supplies provided shall conform strictly to the Specifications and Contract Documents.

3. **Effective Date; Delivery.**

(A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Supplier.

(B) Supplier shall deliver Supplies to City within nine (9) calendar months after the effective date of this Contract.

(C) If Supplier does not deliver the Supplies within the time period set forth in paragraph (B), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Supplies are not delivered within the time period set forth in paragraph (B), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Supplier, or Supplier shall pay to the City of Goshen, the sum of One Hundred Dollars (\$100) per day as

liquidated damages and not as a penalty for each calendar day that delivery of the Supplies is delayed.

- (D) The Supplies shall be delivered Monday-Friday, excluding City holidays, during regular business hours unless other prior arrangements are made. Delivery shall be made FOB Destination to:

Carl Gaines, Fleet Manager
City of Goshen Central Garage
320 Steury Avenue
Goshen, IN 46528

- (E) Purchaser to be identified as follows on the certificate of the original bill of sale:

City of Goshen,
202 S. 5th Street
Goshen, Indiana 46528

4. **Compensation.**

- (A) City shall pay Supplier for the purchase of Supplies under this Contract based on the established unit prices for the item(s) as set forth in Contractor's Proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s), is the following:

Total Contract Price/Compensation: \$96,109.00

5. **Payment.**

- (A) City shall pay Supplier upon receipt of a detailed invoice for Supplies delivered in accordance with the Specifications and Contract Documents and accepted by City.
- (B) Supplier shall submit to City a detailed invoice for the Supplies to the following address, or at such other address as City may designate in writing:

Carl Gaines, Fleet Manager
City of Goshen Central Garage
320 Steury Avenue
Goshen, IN 46528

- (A) Provided there is no dispute on amounts due, payment will be made to Supplier within forty-five (45) days following City's receipt of a detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (B) Any payment made by City shall not affect the obligation of Supplier to repair or replace any defective parts.
- (C) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Supplier.

2. **Risk of Loss.** Supplier shall be liable for all risk of loss for the Supplies until delivered to and accepted by City.

3. **Materials and Workmanship; Inspection.**

- (A) All products, materials, components, equipment, supplies or workmanship provided under this Contract shall be as specified in the detailed specifications of these Specifications and

Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.

- (B) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the detailed specifications in these Specifications and Contract Documents. Supplier shall correct, at Supplier's expense, any defects, omissions or nonconformance after written notice from City.
- (C) In the event Supplier fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Supplier agrees to pay on demand the cost and expense for making the correction.

4. **Warranty.**

- (A) Supplier shall warrant all Supplies furnished under this Contract to be new, free from faults and defects, and to conform to the requirements of the detailed specifications in these Specifications and Contract Documents.
- (B) This warranty period shall be as specified in the detailed specifications, or if no warranty period is specified, the warranty period shall be as follows:

Bumper to bumper -	36 months/36,000 miles:
Corrosion Peroration-	60 months/ unlimited mileage
Powertrain-	60 months/60,000 miles

or the manufacturer's standard warranty, whichever is longer, commencing upon delivery and acceptance of the Supplies by City. City shall notify Supplier if the Supplies fail to meet the warranty, and Supplier agrees to correct, repair or replace without delay and at Supplier's expense, the Supplies which are defective or do not conform to the requirements of the detailed specifications provided that such correction, repair or replacement is not required because of accident, neglect, or misuse. Prior to the expiration of the warranty period, whenever Supplies are shipped for a correction, repair or replacement purpose, Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, shipping, transportation, and insurance. All replacements shall be covered by a new, equivalent warranty.

- 5. **Independent Contractor.** Supplier shall operate as a separate entity and independent contractor of the City of Goshen. As such, Supplier understands that City will not carry worker's compensation or any other insurance on Supplier and/or Supplier's employees, agents or subcontractors. Supplier is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.
- 6. **Non-Discrimination.** Pursuant to Indiana Code § 22-9-1-10 and Civil Rights Act of 1964, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

7. **Default.**
- (A) If Supplier fails to deliver the Supplies or otherwise comply with the provisions of this Contract, then Supplier may be considered in default.
 - (B) It shall be mutually agreed that if Supplier fails to deliver the Supplies or otherwise 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 ten (10) days in which Supplier 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 Supplies in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred
 - (C) Supplier may also be considered in default by the City if any of the following occur: (1) there is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract; (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors; (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract; (4) Supplier 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 Supplier or any of Supplier's property; (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to complete the Contract; or (7) the Contract or any right, monies or claims are assigned by Supplier without the consent of the City.
8. **Termination.**
- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
 - (B) City may terminate this Contract, in whole or in part, in the event of default by Supplier.
 - (C) Supplier shall be paid for all Supplies delivered prior to notice of termination, but in no case shall payment made to Supplier exceed the original Contract price. No price increase shall be allowed on individual items if canceled only in part.
 - (D) 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 Contract.
9. **Subcontracting or Assignment of Contract.** Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
10. **Amendments.** Any modification or amendment to the terms and conditions of the Contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.
11. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
12. **Applicable Laws.** Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.

13. **Miscellaneous.**
- (A) Any provision of this Contract 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 Contract.
 - (B) 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.
 - (C) These documents 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.
 - (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
14. **Severability.** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.
15. **Notice.** Any notice required or desired to be given under this Contract 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. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City:	Supplier:
City of Goshen, Indiana	Jordan Ford
Attention: Goshen Legal Department	Attention: Michelle Henk, Fleet Sales Manager
204 East Jefferson St., Suite 2	609 E. Jefferson Blvd,
Goshen, IN 46528	Mishawaka, IN 46545
Email: Legal@goshencity.com	Email: michelle.henk@jordanauto.com

16. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
17. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

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

Jordan Ford

Gina M. Leichthy, Mayor

Michelle Henk, Fleet Sales Manager

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) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

January 9, 2025

To: Board of Public Works and Safety
From: Brandy L. Toms, Paralegal
Subject: Award Bid for 2025 Upfit Equipment for 2025 Ford Explorer Police Pursuit Vehicles

The City solicited bids for the purchase of a 2025 upfit equipment for 2025 Ford Explorer police pursuit vehicles in accordance with Indiana Code § 5-22-8-3. Below is a summary of the bid received:

1. Waymire Auto Parts- \$150,450.00

Suggested Motion:

Award a contract to Waymire Auto Parts as the lowest responsible and responsive bidder and authorize the issuance of a Purchase Order for the purchase of 2025 Upfit Equipment for 2025 Ford Explorer Police Pursuit Vehicles at a cost of \$150,450.00.

**PURCHASE AGREEMENT FOR UPFIT EQUIPMENT
(2025 FORD EXPLORER HYBRID PPV)**

THIS PURCHASE CONTRACT (“Contract”) is entered into on _____, 2025, which is date of the last signature set forth on the signature page, by and between **Waymire Auto Parts** (“Supplier”), whose mailing address is 820 Chadwick Street, Indianapolis, Indiana 46225, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

1. Component Parts of this Contract.

(A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:

- (1) City of Goshen, Indiana Specifications and Contract Documents for the purchase of Supplies set forth in the heading above.
- (2) Contractor’s Proposal as submitted to City, including all submittals and attachments prepared by Supplier.
- (3) Amendments that may be subsequently executed by City and Supplier.
- (4) Supplier’s performance bond, if any.

The above documents are specifically incorporated into this Contract by reference.

(B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1) This Contract, and any Amendments;
- (2) The Specifications and Contract Documents; and
- (3) Contractor’s Proposal.

2. Purchase

(A) Supplier agrees to provide City upfit equipment compatible for 2025 Ford Explorer Hybrid PPVs (“Supplies”). Unless specifically modified by this Contract, the Supplies provided shall conform strictly to the Specifications and Contract Documents.

3. Effective Date; Term; Delivery.

(A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Supplier.

(B) Supplier shall deliver Supplies to City within 180 days after the effective date of this Contract.

(C) If Supplier does not deliver the Supplies within the time period set forth in paragraph (B), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Supplies are not delivered within the time period set forth in paragraph (B), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Supplier, or Supplier shall pay to the City of Goshen, the sum of One Hundred Dollars (\$100) per day as

liquidated damages and not as a penalty for each calendar day that delivery of the Supplies is delayed.

- (D) The Supplies shall be delivered Monday-Friday, excluding City holidays, during regular business hours unless other prior arrangements are made. Delivery shall be made FOB Destination to:

Goshen Central Garage
Attention: Fleet Manager
320 Steury Avenue
Goshen, IN 46528

4. **Compensation.**

- (A) City shall pay Supplier for the purchase of Supplies under this Contract based on the established unit prices for the item(s) as set forth in Contractor's Proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s), is the following:

Total Contract Price/Compensation: \$150,450.00

- (B) Payment to Supplier will be based on the unit prices for the item(s) and the actual number of units purchased. Adjustments to the actual number of units for an item purchased and resulting compensation will be done by written amendment.

5. **Payment.**

- (A) City shall pay Supplier upon receipt of a detailed invoice for Supplies delivered in accordance with the Specifications and Contract Documents and accepted by City.
- (B) Supplier shall submit to City a detailed invoice for the Supplies 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
Email is also acceptable at carlgaines@goshencity.com.

- (C) Provided there is no dispute on amounts due, payment will be made to Supplier within forty-five (45) days following City's receipt of a detailed 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) Any payment made by City shall not affect the obligation of Supplier to repair or replace any defective parts.
- (E) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Supplier.

6. **Risk of Loss.** Supplier shall be liable for all risk of loss for the Supplies until delivered to and accepted by City.

7. **Materials and Workmanship; Inspection.**

- (A) All products, materials, components, equipment, supplies or workmanship provided under this Contract shall be as specified in the detailed specifications of these Specifications and

Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.

- (B) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the detailed specifications in these Specifications and Contract Documents. Supplier shall correct, at Supplier's expense, any defects, omissions or nonconformance after written notice from City.
- (C) In the event Supplier fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Supplier agrees to pay on demand the cost and expense for making the correction.

8. **Warranty.**

- (A) Supplier shall warrant all Supplies furnished under this Contract to be new, free from faults and defects, and to conform to the requirements of the detailed specifications in these Specifications and Contract Documents.
- (B) This warranty period shall be as specified in the detailed specifications, or if no warranty period is specified, the warranty period shall be at least ninety (90) days or the manufacturer's standard warranty, whichever is longer, commencing upon delivery and acceptance of the Supplies by City. City shall notify Supplier if the Supplies fail to meet the warranty, and Supplier agrees to correct, repair or replace without delay and at Supplier's expense, the Supplies which are defective or do not conform to the requirements of the detailed specifications provided that such correction, repair or replacement is not required because of accident, neglect, or misuse. Prior to the expiration of the warranty period, whenever Supplies are shipped for a correction, repair or replacement purpose, Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, shipping, transportation, and insurance. All replacements shall be covered by a new, equivalent warranty.

9. **Independent Contractor.** Supplier shall operate as a separate entity and independent contractor of the City of Goshen. As such, Supplier understands that City will not carry worker's compensation or any other insurance on Supplier and/or Supplier's employees, agents or subcontractors. Supplier is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

10. **Non-Discrimination.** Pursuant to Indiana Code § 22-9-1-10 and Civil Rights Act of 1964, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

11. **Default.**

- (A) If Supplier fails to deliver the Supplies or otherwise comply with the provisions of this Contract, then Supplier may be considered in default.
- (B) It shall be mutually agreed that if Supplier fails to deliver the Supplies or otherwise 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 ten (10) days in which Supplier 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 Supplies in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred

- (C) Supplier may also be considered in default by the City if any of the following occur: (1) there is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract; (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors; (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract; (4) Supplier 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 Supplier or any of Supplier's property; (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to complete the Contract; or (7) the Contract or any right, monies or claims are assigned by Supplier without the consent of the City.

12. **Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Supplier.
- (C) Supplier shall be paid for all Supplies delivered prior to notice of termination, but in no case shall payment made to Supplier exceed the original Contract price. No price increase shall be allowed on individual items if canceled only in part.
- (D) 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 Contract.

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

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

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

16. **Applicable Laws.** Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.

17. **Miscellaneous.**

- (A) Any provision of this Contract 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 Contract.
- (B) 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.

- (C) These documents 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.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
18. **Severability.** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.
19. **Notice.** Any notice required or desired to be given under this Contract 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. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City:

City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson St., Suite 2
 Goshen, IN 46528
 Email: Legal@goshencity.com

Supplier:

Waymire Auto Parts
 Attention: Brian Cox
 820 Chadwick Street
 Indianapolis, IN 46225
 Email: bcox@waymires.com

20. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.
21. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned's execution, bind their respective organizations to the terms of the Contract.

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Waymire Auto Parts

 Gina M. Leichty, Mayor

 Brian Cox, Sales Representative

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) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

January 9, 2025

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: QPA Purchase of Police Department Fleet Vehicles from Kelley Chevrolet of Fort Wayne – Three (3) Chevy Tahoe PPV-9C1 SUV 4X4 Pursuit Rated

The City of Fort Wayne, Indiana received bids for the purchase of 2025 vehicles that included Police Pursuit Vehicles for use by Police Departments. The City of Fort Wayne, Indiana's bidding invitation allows that it be open to other governmental agencies to purchase through. Kelley Chevrolet in Fort Wayne was awarded the contract and has the following vehicles available to purchase from the City of Fort Wayne's order:

Two (2) 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit Rated vehicles, Model CK10706-9C1, G6M Dark Ash in color for the purchase of amount of \$52,815, and

One (1) 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit Rated vehicles, Model CK10706-9C1, GBA Black in color for the purchase of amount of \$53,885.

The vehicles are available for immediate pick up upon authorization to purchase.

Permission is requested to purchase from Kelley Chevrolet in Fort Wayne, three (3) 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit Rated vehicles, Model CK10706-9C1, two (2) G6M Dark Ash in color and one (1) GBA Black in color for total sum of One Hundred Fifty-Nine Thousand Five Hundred Fifteen Dollars (\$159,515).

Suggested Motion:

Move to approve and authorize the purchase of three (3) 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit Rated vehicles, Model CK10706-9C1, two (2) G6M Dark Ash in color and one (1) GBA Black in color for total sum of One Hundred Fifty-Nine Thousand Five Hundred Fifteen Dollars (\$159,515).

REQUEST TO PURCHASE

This contract shall include the terms and conditions set forth, as well as the terms and conditions contained in The City of Fort Wayne Purchasing Department, Invitation to Bid, 2025 Chevy Tahoe PPV-9C1 4X4 ITB #9351825 and all information and items required to be provided in accordance with above mentioned document as well as the Kelly Chevrolet "Quote" document attached, all of which are a part of this contract as if set out verbatim, or if not attached, as if attached:

City shall purchase from Kelly Chevrolet a total of three (3) 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit Rated vehicles, Model CK10706-9C1, two (2) G6M Dark Ash in color; and one (1) GBA Black in color.

City shall be provided the following upon pick up:

- Certificate of Origins
- Odometer Disclosure Statements
- Certificate of Gross Retail or Use Tax Paid (Form ST108-E)

The Identified owner of the vehicles shall be:

City of Goshen
 202 South 5th Street
 Goshen Indiana 46528

The City of Goshen agrees to compensate Kelley Chevrolet for the purchase of three (3) 2025 Chevy Tahoe PPV-9C1 SUV 4x4 Pursuit Rated vehicles, Model CK10706-9C1, two (2) G6M Dark Ash in color and one (1) GBA Black in color for total sum of One Hundred Fifty-Nine Thousand Five Hundred Fifteen Dollars (\$159,515).

City of Goshen
Board of Public Works and Safety

Kelly Chevrolet, LLC

Gina Leichty, Mayor

Mark T. Wright,
Fleet/Government Sales Manager

Mary Nichols, Member

Date _____

Michael Landis, Member

Barbara Swartley, Member

Orv Myers, Member

Date _____

Fort Wayne ITB #: 9351825 2025 Tahoe PPV-9C1 4X4 Pursuit

Vehicle Description	2025 Tahoe PPV-9C1 SUV 4X4 "Pursuit Rated"
Model	CK10706 9C1
Standard Package/Equipment Group	1FL 9C1

BASE VEHICLE SPECIFICATIONS Includes:

L84 - 5.3L V-8 engine (355 HP/383 Ft.-Lb. of Torque) w/Dynamic Fuel Management, Direct Injection & VVT; **MHS** - 10-Speed Automatic transmission w/Tow-Haul & Traction Select System; **NEW EPH - Electronic Precision Shift**, mounted on right side of steering column; **NP0** - Active Single-Speed 4X4 Transfer Case w/Autotrac; **BG9** - Vinyl flooring; **AZ3** - 40/20/40 cloth front bench seat; **RKE/BTM/BTV** - Remote keyless entry w/Push-button keyless start & **Remote Start**; **AMF** - For a total of Six (6) remotes/keys; **6J3-6J4-6J7** - **Grille area wiring harnesses (4 - circuits)**; **7X3** - **Driver's side LED spotlamp**; **J55** - 16" brake rotors w/Brembo Calipers; **PXT-RAV-XCS** - 20" Police Rated Black steel wheels w/P275/55R20 Police Rated **FIRESTONE "Firehawk"** tires w/spare; **UE1 - On-Star Services**; **URW - NEW 17.7" Color LCD radio display w/Wireless** Apple CarPlay & Android Auto; **UD7** - Rear Park Assist; **UV2 - HD Surround Vision**; **KI4** - 110-volt outlet w/400 Watt max. capacity; **V76 - Front tow hooks**; **Z82 w/ CTT** - 2" receiver w/hitch guidance; **G86** - Limited slip rear differential; **K6K** - Rear mounted Auxiliary 760 CCA Battery.

Total Cost for Commonly Specified BASE VEHICLE

Additional Options Available	2025 "4X4 Pursuit" *\$ 51,900.00*	
20" Machined Aluminum wheels w/Charcoal pockets & A/S Tires	*NZV	*\$ 1,050.00
Whelen Lamp Pkgs. 4-ION grille mounted light heads, 6 - ION lights in rear corner pillars; 4 - Color combos avail. W - White, R - Red, B - Blue Driver / Passenger; IN Law Enforcement Requirements: 6JG - R / B	6JG	\$ 1,900.00
Safety Pkg. Collision alert; Lane keep assist w/depart-ure warning; Blind Zone steering assist ; Auto emergency, Rear Cross-Traffic & pedestrian/bicyclist braking; Intersection auto emergency braking; Bicyclist alert; Rear Camera Mirror and Intellibeam headlamps.	PQA	\$ 790.00
Rear Decklid Edge Red/Blue LED lamps	*T53	*\$ 550.00
Front Bucket Seats w/Premium Cloth & "Retail Console" Requires - PQA & Includes On-Star DELETE (UDA)	A50	\$ 380.00
Carpeting w/carpeted mats Floor Liners Avail \$ 290.00	*B30/B58	*\$ 190.00
Auxiliary Red/White Dome lamp	*6C7	*\$ 170.00
Inoperative Rear door locks & handles or windows	6N6 / 6N5	\$ 60.00 EA
Auto headlamp & DRL DELETE	9G8	\$ 50.00
Front Center 20% seat section REMOVED	5Y1	NO Charge
Front cloth seats / Rear vinyl seating N/A w/A50 buckets	5T5	\$ 40.00
Keyed alike keys Not compatible w/Previous models	*6E8	*\$ 25.00
Spcl Colors V. Red - Silver Ice Req. TKG \$250/\$450	5T4 - 9W5 + TKG	\$ 700.00
*Notes Additional Options Selected		*Sub-Total of options: \$ 1,985.00

Options available for deletion from BASE VEHICLE Specifications:

Driver's side spotlamp DELETE	(7X3)	\$ 700.00
One (1) GBA Black		Sub-Total of Deletions: \$ 000.00
City of Goshen		Price, as ordered: \$ 53,885.00

Dealer Name	<i>Kelley Chevy, LLC</i>
Contact Names	Mark T. Wright / Jordan Ladig
Phone Numbers	D: 260-496-6491 C: 260-437-9218 / D: 260-496-6460 C: 260-445-6993
E-mail Addresses	<i>mwright@kelleyauto.com / jladig@kelleyauto.com</i>
Dealer Address	<i>5220 Value Drive Fort Wayne, IN 46808</i>

Fort Wayne ITB #: 9351825 2025 Tahoe PPV-9C1 4X4 Pursuit

Vehicle Description	2025 Tahoe PPV-9C1 SUV 4X4 "Pursuit Rated"
Model	CK10706 9C1
Standard Package/Equipment Group	1FL 9C1

BASE VEHICLE SPECIFICATIONS Includes:

L84 - 5.3L V-8 engine (355 HP/383 Ft.-Lb. of Torque) w/Dynamic Fuel Management, Direct Injection & VVT; **MHS** - 10-Speed Automatic transmission w/Tow-Haul & Traction Select System; **NEW EPH - Electronic Precision Shift**, mounted on right side of steering column; **NP0** - Active Single-Speed 4X4 Transfer Case w/Autotrac; **BG9** - Vinyl flooring; **AZ3** - 40/20/40 cloth front bench seat; **RKE/BTM/BTV** - Remote keyless entry w/Push-button keyless start & **Remote Start**; **AMF** - For a total of Six (6) remotes/keys; **6J3-6J4-6J7** - **Grille area wiring harnesses (4 - circuits)**; **7X3** - **Driver's side LED spotlamp**; **J55** - 16" brake rotors w/Brembo Calipers; **PXT-RAV-XCS** - 20" Police Rated Black steel wheels w/P275/55R20 Police Rated **FIRESTONE "Firehawk"** tires w/spare; **UE1 - On-Star Services**; **URW - NEW 17.7" Color LCD radio display w/Wireless** Apple CarPlay & Android Auto; **UD7** - Rear Park Assist; **UV2 - HD Surround Vision**; **KI4** - 110-volt outlet w/400 Watt max. capacity; **V76 - Front tow hooks**; **Z82 w/ CTT** - 2" receiver w/hitch guidance; **G86** - Limited slip rear differential; **K6K** - Rear mounted Auxiliary 760 CCA Battery.

Total Cost for Commonly Specified BASE VEHICLE

Additional Options Available	2025 "4X4 Pursuit" *\$ 51,900.00*	
20" Machined Aluminum wheels w/Charcoal pockets & A/S Tires	NZV	\$ 1,050.00
Whelen Lamp Pkgs. 4-ION grille mounted light heads, 6 - ION lights in rear corner pillars; 4 - Color combos avail. W - White, R - Red, B - Blue Driver / Passenger ; IN Law Enforcement Requirements: 6JG - R / B	6JG	\$ 1,900.00
Safety Pkg. Collision alert; Lane keep assist w/depart-ure warning; Blind Zone steering assist ; Auto emergency, Rear Cross-Traffic & pedestrian/bicyclist braking ; Intersection auto emergency braking ; Bicyclist alert ; Rear Camera Mirror and Intellibeam headlamps.	PQA	\$ 790.00
Rear Decklid Edge Red/Blue LED lamps	*T53	*\$ 550.00
Front Bucket Seats w/Premium Cloth & "Retail Console" Requires - PQA & Includes On-Star DELETE (UDA)	A50	\$ 380.00
Carpeting w/carpeted mats Floor Liners Avail \$ 290.00	B30/B58	\$ 190.00
Auxiliary Red/White Dome lamp	*6C7	*\$ 170.00
Inoperative Rear door locks & handles or windows	*6N6 / 6N5	2@ \$60.00 EA. / * \$ 120.00
Auto headlamp & DRL DELETE	*9G8	*\$ 50.00
Front Center 20% seat section REMOVED	*5Y1	*NO Charge
Front cloth seats / Rear vinyl seating N/A w/A50 buckets	5T5	\$ 40.00
Keyed alike keys Not compatible w/Previous models	*6E8	*\$ 25.00
Spcl Colors V. Red - Silver Ice Req. TKG \$250/\$450	5T4 - 9W5 + TKG	\$ 700.00
* Notes Additional Options Selected		* Sub-Total of options: \$ 915.00

Options available for deletion from BASE VEHICLE Specifications:

Driver's side spotlamp DELETE	(7X3)	\$ 700.00
Two (2) G6M Dark Ash		Sub-Total of Deletions: \$ 000.00
City of Goshen		Price, as ordered: \$ 52,815.00

Dealer Name	Kelley Chevy, LLC
Contact Names	Mark T. Wright / Jordan Ladig
Phone Numbers	D: 260-496-6491 C: 260-437-9218 / D: 260-496-6460 C: 260-445-6993
E-mail Addresses	<i>mwright@kelleyauto.com / jladig@kelleyauto.com</i>
Dealer Address	5220 Value Drive Fort Wayne, IN 46808



City of Fort Wayne

Notice of Award

Bid: ITB #9351825

Bid Date: 11/8/24

Owner: City of Fort Wayne Purchasing Department (260) 427-1103
200 East Berry Street- Suite 490; Fort Wayne, IN 46802

Awarded to: Kelley Chevrolet
5220 Value Drive
Fort Wayne, IN 46808

1	2500 Double Cab 4x4 Short Wheelbase	\$44,050.00
2	2500 Double Cab 4x4 Long Wheelbase	\$44,250.00
3	2500 Crew Cab 4x4 Short Wheelbase	\$45,900.00
4	2500 Crew Cab 4x4 Long Wheelbase	\$46,100.00
5	2500 Regular Cab 4x4 Long Wheelbase	\$43,600.00
6	3500 Crew Cab 4x4 Single Rear Wheel, Short Wheelbase	\$46,800.00
7	3500 Crew Cab 4x4 Single Rear Wheel, Long Wheelbase	\$47,000.00
8	3500 Crew Cab 4x4 Duel Rear Wheel, Long Wheelbase	\$48,200.00
9	3500 Double Cab 4x4 Single Rear Wheel, Long Wheelbase	\$45,150.00
10	3500 Crew Cab 4x4 60 CA Chassis	\$46,750.00
11	3500 Regular Cab 4x4 60 CA Chassis	\$43,700.00
12	3500 Regular Cab 4x4 84 CA Chassis	\$43,900.00
13	Blazer FWD 2LT	\$32,250.00
14	Blazer AWD 2LT	\$34,700.00
15	Blazer EV RWD RS	\$52,960.00
16	Blazer EV AWD RS	\$51,740.00
17	Blazer EV PPV AWD 2FL 9C1	\$53,850.00
18	Blazer EV PPV AWD 2FL 9C3	\$53,450.00
19	CG23405 135 Wheelbase 8,600 lb GVW	\$36,600.00
20	CG23705 155 Wheelbase 9,600 lb GVW	\$38,350.00
21	CG33405 135 Wheelbase 9,600 lb GVW	\$39,800.00
22	CG33705 155 Wheelbase 9,600 lb GVW	\$42,200.00

23	CG23406 135 Wheelbase 8,600 lb GVW 12-Passenger	\$41,400.00
24	CG33406 135 Wheelbase 9,600 lb GVW 12-Passenger	\$43,700.00
25	CG33706 155 Wheelbase 9,600 lb GVW 12-Pass. w/storage behind rear seat	\$44,900.00
26	CG33706 155 Wheelbase 9,600 lb GVW 15-Passenger NO Storage area	\$45,300.00
27	Tahoe Pursuit PPV 4X4: Base unit needs to include; Drivers side spotlight and Four (4) Wiring circuits pre-wired to the grille area in two harnesses.	\$51,900.00
28	Tahoe Special Services Vehicle (SSV 5W4) 4X4 NON- Pursuit. Base unit needs to include Front Tow Hooks.	\$51,200.00
29	2025 Tahoe 1LS	\$57,200.00
30	Traverse 1LT FWD	\$36,160.00
31	Traverse 2LT AWD	\$38,020.00

Michelle Mezy Date 11/25/24
 City of Fort Wayne

City of Fort Wayne
Sharon Tucker, Mayor
Purchasing Department
INVITATION TO BID



Invitation to Bid (ITB) Information

ITB.....#9351825
Description.....2025 Chevy Vehicles
ITB Due Date.....Friday, November 8, 2024, at 11:00 a.m.

******Bids received online through Quest only******

Information Resources:

Purchasing:

Michelle Metzger: (260) 427-1103 E-mail: michelle.metzger@cityoffortwayne.org

Instructions for Bidders

1. Bids will be received **Electronically through QuestCDN vBid Online Bidding ONLY**
2. Quote F.O.B. (Freight on Board) Destination.
3. If Bidder/Proposer has any proprietary information that cannot be disclosed, the proprietary information should be submitted as a separate package. Bidder/Proposer must understand that all information submitted is subject to public records request after award is made. If proprietary information is requested, bidder/proposer will be contacted and given an opportunity to defend its position that the information is proprietary.

Documents Required

In addition to completing the bid worksheet, the following documents must be completed and submitted with each bid **electronically through Quest**. Failure to complete and return all documents requested will make your bid incomplete. **Click “Online Bid” when viewing the ad to access and submit these forms and to complete the bid worksheet:**

1. **Vendor Submission Form *all requested documentation set forth in the specifications is to be uploaded with this form**
2. **Non-Collusion Affidavit**

Notice to Bidders

1. The legal document, “Standard Terms & Conditions,” may be obtained on the City’s website at: Cityoffortwayne.org, Finance & Administration, Purchasing, and Standard Terms.
2. The City of Fort Wayne has the right and option to terminate the agreement upon written notice.
3. Quantities indicated are estimates only. City reserves the right to buy additional units of commodity specified at the quoted price.
4. Any exceptions to the specifications must be clearly set forth in the bid and may result in rejection of bid. It is the bidder’s responsibility to show proof that goods being offered are of equal quality to those that were specified. If a specific brand is stated in the specification, a substitution will not be considered unless indicated.
5. Contractor shall understand and comply with the City of Fort Wayne Drug Policy as listed on the City of Fort Wayne website at: www.cityoffortwayne.org, Finance and Administration, Purchasing, Drug Policy.
6. Price Preferences (for Supplies Only): If Bidder wants to claim **price preferences** per Indiana Code 5-22, such as Local Indiana Business, Bidder must indicate the preference on their Vendor Submission Form. No claims for preference will be allowed by Owner after Bid opening.
7. Indiana Code allows procurement agents to consider giving preference to purchasing commodities manufactured in the United States that meet the conditions and specifications defined in the statute. This category includes the U.S. Manufactured and Steel Products Preferences: IC 5-22-15-25 and IC 5-22-15-21. Bidder must indicate the desired preference on their Vendor Submission form. No claims for preference will be allowed by Owner after Bid opening.
8. Indiana Legal Employment: Pursuant to IC 22-5-1.7, Vendors shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program. As a condition of being awarded any contract, the successful Bidder shall execute the E-Verify Affidavit, affirming that the Vendor does not knowingly employ an unauthorized alien and further affirming that Vendor has enrolled in and is participating in the E-Verify Program.
9. All equipment which runs on electricity will carry the energy star rating whenever possible. Computer equipment, etc., may be selected because it meets this specification over competitors that do not.

10. The owner reserves the right to waive any and all formalities and informalities or to reject any and all Bids. The Owner shall accept Bids which, in their judgment, are deemed in the City's best interest. Bids received after the time set are rejected.
11. All expenses incurred in the preparation of a response to this Request shall be borne by the bidder.
12. All submitted bids shall become the property of the City of Fort Wayne.
13. The City is exempt from the payment of state sales and federal taxes.
14. The City reserves the right to reject any bids. The City's intent is to award to the lowest responsive, responsible bidder.
15. Mercury Free Specification
Bidders must offer mercury-free alternatives to all products which contain intentionally added mercury (mercury added products) where such alternatives exist. Should such alternatives not be available, bidders must submit with their response a list of products without mercury-free alternatives and an explanation of why alternatives are not available. City reserves the right to reject any and all bids that do not provide mercury-free alternatives or an adequate explanation which city deems acceptable.

The City of Fort Wayne Vehicle Invitation to Bid

Unless signed "Read and Accepted", the entire bid will be considered incomplete and non-responsive.

I. Overview

- A. In order to meet the everyday demands of its operations, the City of Fort Wayne's Purchasing Department and Fleet Department are requesting bids for vehicles.
- B. It is further understood that other governmental agencies, particularly in Northeast Indiana, and any other tax supported governmental agencies, will be extended the opportunity to purchase off this bid during the same calendar model year. In entering into such agreements, the vendor and those parties understand that neither the City of Fort Wayne are agents of, partners to/or representatives of these outside agencies and are not obligated or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements. The awarded dealer will receive a purchase order from and invoice each agency separately.
- C. Upon mutual agreement, the City reserves the right to allow an increase to rollover contracts for the next calendar year.
- D. Upon award, Vendor shall submit available factory options and pricing. Options will be selected at time of order and should be charged to the City of Fort Wayne at dealer invoice price or better.
- E. Include in your bid complete manufacturer's descriptive literature and identification of the product being offered. Documents can be uploaded with the **Vendor Submission** form.
- F. The fact that every item constituting the construction of a complete unit is not specifically mentioned nor described will be interpreted to mean that the manufacturer shall include all items that conform to the best known engineering standards of the trade, relative to design, strength, quality and workmanship. Furthermore, each unit delivered is to be fully equipped with all the manufacturers' standard equipment and accessories. This equipment must meet the latest federal safety regulation.
- G. The price submitted for all vehicles must include delivery to the City Fleet Garage. The dealer is responsible for delivery charges at the bid price to all participants located within Allen County. Delivery charges to participating agencies outside of Allen County must be noted on the bid response.
- H. Units shall be North American made, manufactured, and assembled within conformance to the latest engineering standards of the trade, relative to design, strength, quality, durability, and workmanship. Every item assembled upon these units must meet the latest Federal Safety Standards.
- I. Bidder must state the model number under which the units are listed in a publication of recognized standing, devoted to the manufacturing industry of this specified unit.
- J. All bidders must submit color charts for each type of vehicle bid if awarded the bid item. Unless stated otherwise, the color of the vehicle will be chosen when the order is placed.

- K. For orders from the City of Fort Wayne; Vendors MUST use the following name and address on all Certificate of Origins and STE 108E forms: See below
- L. Certificates of Origin MUST be hand delivered or sent with tracking to the Fleet Department for the City of Fort Wayne.
- M. Upon Evaluation of the bids, at which a determination of responsiveness will be determined, the City of Fort Wayne will issue a blanket award to the successful dealer for the 2025 models. A determination of a more responsive bid may cause the City to not award to the apparent lowest bidder when deemed in the City's best interest. The City reserves the right to factor any vehicle-related savings into the bid award. Vendors may list any savings they'd like considered on the Vendor Submission Form. The City Cooperative program allows each municipality to process their own orders for the vehicle individually with their purchase order or letter of authorization. The Dealer that is awarded the bid must fill out a City of Fort Wayne Fleet Package/Equipment group form that will be used for other municipalities to purchase from in electronic form. A copy of the form is attached for your information.
- N. Vendor may provide an alternate bid price for the addition of car washes for each vehicle. The number of car washes must be 1/week for Police vehicles, and a total of 12/year for all other vehicles. Due to the number of City vehicles and the use of those vehicles throughout the entire city limits, car washes must be redeemable at an established business in full operation providing automatic car washes with **multiple locations within the City of Fort Wayne** to help keep travel time and fuel usage to a minimum.



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

January 9, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal
Contracts and Claims

Subject: Agreement with Goshen Fiber Network for IT services necessary to connect 308 Egbert Road Station to the City network and provide internet services.

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with Goshen Fiber Network for IT services necessary to connect 308 Egbert Road Station to the City network and provide internet services. This agreement allows for a continuation of services for a three (3) year term with a monthly cost of \$220 for a total cost of \$7,920 for the life of this agreement plus a one-time startup fee of \$1,500. Total contract cost is \$9,420.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the agreement with Goshen Fiber Network for IT services necessary to connect 308 Egbert Road Station to the City network and provide internet services at a cost of \$9,420 for the three (3) year term.

This quote is good for **10 business days** starting **December 16, 2024**

Proposal No: COG – 308 Egbert

T E R M S O F A G R E E M E N T

Detail of Services

- 1) **The City of Goshen to have an Ethernet handoff at both ends for the supplied INTERNET circuit.**
- 2) **The GFN to supply equipment for said Ethernet handoff in the facility of their choice that is already on the GFN network. The Municipal Building would seem like a logical location for said hand off.**
- 3) Customer is responsible for all equipment network or otherwise beyond the termination point(s) installed by the Goshen Fiber Network.
- 4) This quote is for services included herein, and for the term selected on the signature page. Prices include all access charges and surcharges; **EXCLUDING SALES TAX**. This agreement, over its term may reflect a change in the tax rate and the customer will be responsible for those taxes regardless if the tax rate were to go up or down during the term.
- 5) We will provide installation and support of our own equipment. We will provide you with voice and data services support, wherein the request for support involves our services, and/or the request is within the scope of our business or service offerings.
- 6) We will provide pertinent information to you or your vendor in order to make our data services function properly. This may include username and password information when appropriate, IP information when appropriate, and any other configuration information that we deem necessary or appropriate.
- 7) We do not support the hardware/software of another vendor.

Design and Implementation Fee

- 8) See line #3.

Security & Privacy Issues

- 9) We are a service provider. We recommend that you discuss your computing environment, network structure and network security with your hardware/software vendor, or internal IT/MIS personnel.
- 10) We will put forth our best effort to maintain our underlying network security for data systems, services, and any associated customer information. Under no circumstances do we sell, advertise, or solicit for sale our customer lists, customer addresses, telephone or contact information

Installation Schedule

- 11) Barring any unforeseen circumstances, we propose a 8 to 10 week installation interval. Special installations, ad hoc requests, and/or the schedule of your software/hardware vendor may add time and/or cost onto the proposed installation schedule.

Billing

- 12) The Goshen Fiber Network bills for services one month in advance. Your initial billing will include installation fees, prorated service charges for first month beginning on in-service date, and service charges for one month in advance.
- 13) Under the terms of this agreement, pricing is subject to change. However, we guarantee that your monthly recurring charges as proposed on this agreement will not increase during the term of this contract

Term

- 14) The term of this agreement shall commence upon execution of this document. The agreement shall continue for the term option selected on the signature page of this document.

Termination

- 15) Once the term of this agreement has been fulfilled, you may cancel service upon providing 30 days written notice of their intent to do so and pay no cancellation fee.



This quote is good for **10 business days** starting **December 16, 2024**

Proposal No: COG - 308 Egbert

T E R M S O F A G R E E M E N T

Early Termination

16) The Goshen Fiber Network will charge an early termination fee if the customer terminates services provided by us, with or without written notice, prior to the expiration of the contract term. If the service is terminated prior to the end of the term, the customer will be obligated to pay one-half of the normal monthly recurring billing for remainder of the unfulfilled term, plus; a \$600 fee for any failure to return customer premise equipment installed by the Goshen Fiber Network. The Goshen Fiber Network will coordinate the removal of equipment with the customer, so the \$600 equipment fee will be waived as long as the customer works with the Goshen Fiber Network to coordinate the removal. As an example, a customer working with GFN on equipment removal and having 6 months remaining on a 24 month contract which bills \$800 per month will see an early termination penalty of \$2400 (6 months multiplied by \$800 per month multiplied by 1/2).

Default

17) You shall be deemed to be in default under this agreement upon any failure to pay any amount due within thirty (30) days after the same shall be due; upon the occurrence of a default, we may, at our option with 14 days prior written notice to you, terminate all services being provided under this agreement.

Additional Information

18) Feel free to contact me if you have any other questions on this proposal, or if there are any modifications that you require.

Best Regards,



Steven S Edwards
Executive Vice President
Goshen Fiber Network

Proposal No. COG – 308 Egbert

I have read and understand the terms and conditions of this proposal, and hereby authorize this work as outlined for:

200 MB SYMMETRICAL POINT TO POINT TRANSPORT – 3 YEAR TERM

City of Goshen:

Accepted By: _____

Print Name: _____ Date: _____

Goshen Fiber Network:

Accepted By: _____

Print Name: _____ Date: _____



This quote is good for **10 business days** starting **December 16, 2024**

Proposal No: COG – 308 Egbert

200 MB SYMMETRICAL POINT TO POINT TRANSPORT – 3 YEAR TERM

Line	Qty	Description/Item	NON-RECURRING		MONTHLY RECURRING	
			Per Item	Subtotal	Per Item	Subtotal
POINT TO POINT TRANSPORT SERVICES						
1	1	Node Access			\$ 50.00	\$ 50.00
2	1	200 MB Symmetrical Transport Circuit			170.00	170.00
HARDWARE/INSTALLATION FEES						
3	2	Site Turn-up	\$ 1,500.00	\$ 1,500.00		
		TOTAL		\$ 1,500.00		\$ 220.00





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

January 9, 2025

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2025-01, Documenting the Submission of the 2024 Annual Certifications by City of Goshen Elected Officers

The attached resolution is to document the submission of the annual Certifications by all City of Goshen elected officers related to the state statutes and city policies regarding the employment of relatives by the City and contracting with the City.

Suggested Motion:

Move to pass Resolution 2025-01, Documenting the Submission of the 2024 Annual Certifications by City of Goshen Elected Officers.

**Goshen Board of Public Works and Safety
Resolution 2025-01**

**Documenting the Submission of the
2024 Annual Certifications by City of Goshen Elected Officers**

BE IT RESOLVED that the Goshen Board of Public Works and Safety acknowledges and documents the submission of the 2024 annual certifications by each of the ten (10) City of Goshen elected officers as attached to this resolution which certify, under the penalties for perjury, the following:

- (1) The elected officer has not violated Indiana Code § 36-1-20.2 et seq. entitled, “Nepotism”;
- (2) The elected officer has not violated Goshen Common Council Resolution 2012-14 entitled, “Adopting a Policy Regulating Employment of Relatives by the City,” passed May 15, 2012 and adopted May 29, 2012;
- (3) The elected officer has not violated Goshen Board of Public Works and Safety policy entitled, “Employment of Relatives by City,” adopted January 24, 2022;
- (4) The elected officer is in compliance with Indiana Code § 36-1-21 et seq. entitled, “Contracting with a Unit”;
- (5) The elected officer is in compliance with Goshen Common Council Resolution 2012-15 entitled, “Adopting a Policy Regulating Contracting with the City,” passed May 15, 2012 and adopted May 29, 2012; and
- (6) The elected officer is in compliance with Goshen Board of Public Works and Safety policy entitled, “Contracting with the City,” adopted January 24, 2022.

PASSED and ADOPTED on January _____, 2025.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

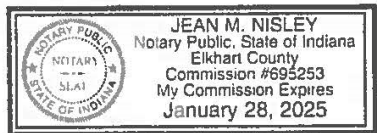
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: *Gina M. Leichty*
 Printed: Gina M. Leichty
 Elected Office: Mayor
 Dated: 12/16/2024

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 19, 2024, personally appeared Gina M. Leichty, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Jean M. Nisley
 Notary Public
 Printed: Jean M. Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: Jan 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

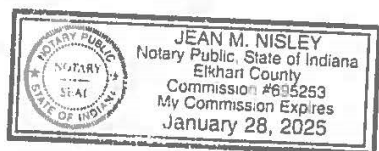
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: *Richard T. Aguirre*
 Printed: Richard T. Aguirre
 Elected Office: City of Goshen Clerk-Treasurer
 Dated: Dec. 16, 2024

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 16, 2024, personally appeared Richard Aguirre, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Jean M. Nisley
 Notary Public
 Printed: Jean M. Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: Jan 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Richard L. Mehl
 Printed: Richard L. Mehl
 Elected Office: Goshen City Judge
 Dated: 12-17-24

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 17, 2024, personally appeared Richard L. Mehl, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Susan R. Fry
 Notary Public
 Printed: Susan R. Fry
 County of residence: Elkhart
 Commission number: NP0745758
 My commission expires: 12/29/30

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

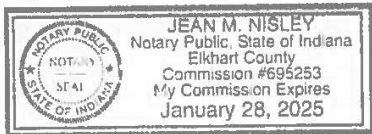
Signature: Linda Gerber
 Printed: Linda Gerber
 Elected Office: City Council At-large
 Dated: 16 December 2024

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 16, 2024, personally appeared Linda Gerber, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

Jean M. Nisley
 Notary Public

Printed: Jean M. Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: Jan 28, 2025



CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

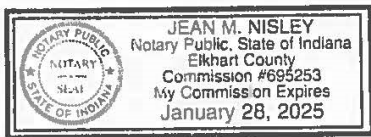
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
(2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
(3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
(4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
(5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
(6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Phil Lederach
Printed: PHIL LEDERACH
Elected Office: GOSHEN COMMON COUNCIL - DIST. 5
Dated: 12/16/24

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 16, 2024, personally appeared Phil Lederach, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




Notary Public: [Signature]
Printed: Jean m. Nisley
County of residence: Elkhart
Commission number: 695253
My commission expires: Jan 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

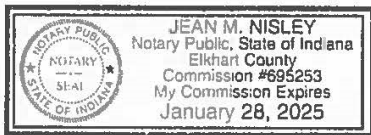
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

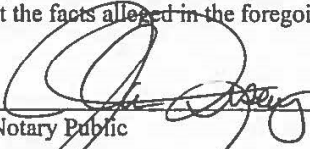
I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: 
Printed: Douglas Nisley
Elected Office: Dist 2
Dated: 12-16-2024

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 16, 2024, personally appeared Douglas Nisley, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




Notary Public
Printed: Jean m. Nisley
County of residence: Elkhart
Commission number: 695253
My commission expires: Jan. 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

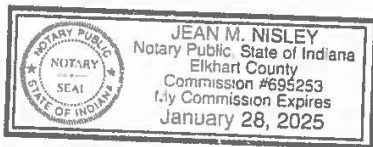
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Megan Peel
 Printed: Megan Peel
 Elected Office: District 4 City Council
 Dated: 12-16-2024

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 16, 2024, personally appeared Megan Peel, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



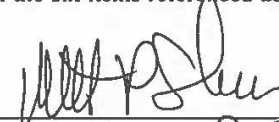
Jean M. Nisley
 Notary Public
 Printed: Jean M. Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: Jan. 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

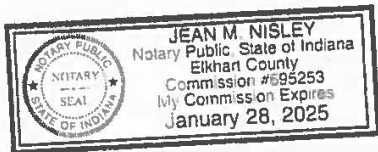
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

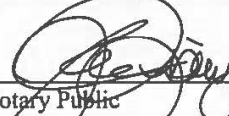
I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: 
 Printed: Matthew P Schrock
 Elected Office: Council
 Dated: 12-17-24

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 17, 2024, personally appeared Matt P. Schrock, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




 Notary Public
 Printed: Jean M. Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: Jan 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: 

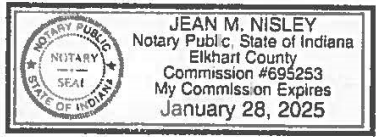
Printed: BRETT F. WENDELL

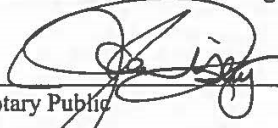
Elected Office: GOSHEN CITY COUNCIL, AT-LARGE

Dated: 12-16-2024

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 16, 2024, personally appeared Brett Wendell, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




Notary Public

Printed: Jean M. Nisley

County of residence: Elkhart

Commission number: 695253

My commission expires: Jan 28, 2025



**Department of Community Development
CITY OF GOSHEN**

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185
communitydevelopment@goshencity.com • www.goshenindiana.org

Memorandum

TO: Board of Public Works & Safety

FROM: Becky Hutsell, Redevelopment Director

RE: Request to Authorize an Agreement with John Mishler for a Sculpture Lease Project in Downtown Goshen and to Authorize Execution of the Agreement by the Mayor

DATE: December 19, 2024

John Mishler, a local sculptor and art professor at Goshen College, has submitted the attached proposal for a Sculpture Lease Project within Downtown Goshen. This effort is a continuation of the 'Epic Art Adventure' that began with the Elkhart County Convention & Visitors Bureau (ECCVB) two years ago. As part of the ECCVB's effort, several local sculptures were placed within the downtown and sculptures were leased from the artists for a specified duration. Mr. Mishler's proposal includes continued lease of several pieces with the addition of six new pieces to replace others. The duration of this agreement would be from March 1, 2025 – December 31, 2026. The exact placement of each sculpture will be coordinated with City staff to ensure compliance with ADA concerns and to ensure that walkways remain unobstructed, and utilities are not impacted. The total cost associated with this project would be \$10,000 and funded through the Arts Initiative budget from the American Rescue Plan funds that the City received. We are requesting that the Board of Public Works and Safety authorize an agreement with John Mishler for the Sculpture Lease Project in Downtown Goshen, based upon the attached proposal, and that the Board authorize execution of the agreement by the Mayor.

Requested Motion: To authorize an Agreement with John Mishler for a Sculpture Lease Project in Downtown Goshen and to authorize execution of the agreement by the Mayor.

Proposal for Sculpture Lease Project in Downtown Goshen

March 2024 – December 2025

Submitted by John Mishler

December 12, 2024

Overview

As a local sculptor and dedicated advocate for public art, I am excited to propose a collaboration with the City of Goshen to provide high-quality sculptures for display in the downtown district's public spaces. This proposal aligns with Goshen's vision of enhancing community spaces and fostering a vibrant cultural identity. Funding for this project will be allocated from the City's Community Partnership Funds, ensuring a shared investment in creating an engaging environment for residents and visitors alike.

Scope of Work

The proposed sculpture rental project will provide a curated selection of 12 sculptures, featuring both new and remaining pieces, to be placed in prominent public areas within the downtown district. These pieces are designed to celebrate Goshen's creativity and enhance the aesthetic appeal of public spaces.

Lease Duration: March 1, 2025 – December 31, 2026

Budget: \$10,000 for the lease period, inclusive of transportation, installation, and maintenance.

Sculpture Selection

The following sculptures have been identified for inclusion:

New Sculptures:

1. Gabe Martinez – Pyramid (\$1,000)
2. Joseph Mounsithiraj – Tree (\$1,000)
3. Drew Hackman – Fish (\$1,000)
4. Ryan Snider – Robot Figure (\$1,000)

Returning Sculptures:

5. Olivia Krull – Tulipa Extraterretris (\$600)
6. Emma Zuercher – Reginald (\$600)
7. Sarah Gothe – Write Your Story (\$600)
8. Benjie Wall – Robot (\$600)
9. Steve Lorma – Pipe Dreams (\$1,000)
10. Sunday Mahaja – Ballerina (\$1,000)

Additional Selected Options:

11. Benjie Wall – Squirrel (\$600)
12. John Mishler – Cherry Blossom (\$1,000)

Implementation Plan

1. **Transportation and Installation:**
Sculptures will be transported and installed in designated locations, approved by City staff, by March 1, 2025, with all necessary precautions taken to ensure safety and preservation.
2. **Maintenance:**
Regular maintenance will be performed to ensure the sculptures remain in excellent condition throughout the lease period. Liability insurance will be provided by John Mishler.
3. **Community Engagement:**
To foster community connection, we propose hosting a sculpture unveiling event in March 2025 and including educational signage or QR codes to provide insights into each piece and its artist.

Benefits to the City of Goshen

- **Cultural Enrichment:** Enhances the downtown district as a destination for art and culture, fostering community pride.
- **Economic Impact:** Attracts visitors to downtown businesses and restaurants, supporting local commerce.
- **Community Engagement:** Provides opportunities for residents to interact with art in their daily lives, creating a sense of belonging and inspiration.

Conclusion

This project offers a unique opportunity to enrich Goshen's public spaces through the power of art. I am grateful for the City's continued support of local artists and look forward to collaborating on this initiative. With your approval, we can make the downtown district an even more vibrant and welcoming space for all.

Please do not hesitate to contact me with any questions or for additional details regarding this proposal. I look forward to your response.

Sincerely,

John Mishler
Local Sculptor

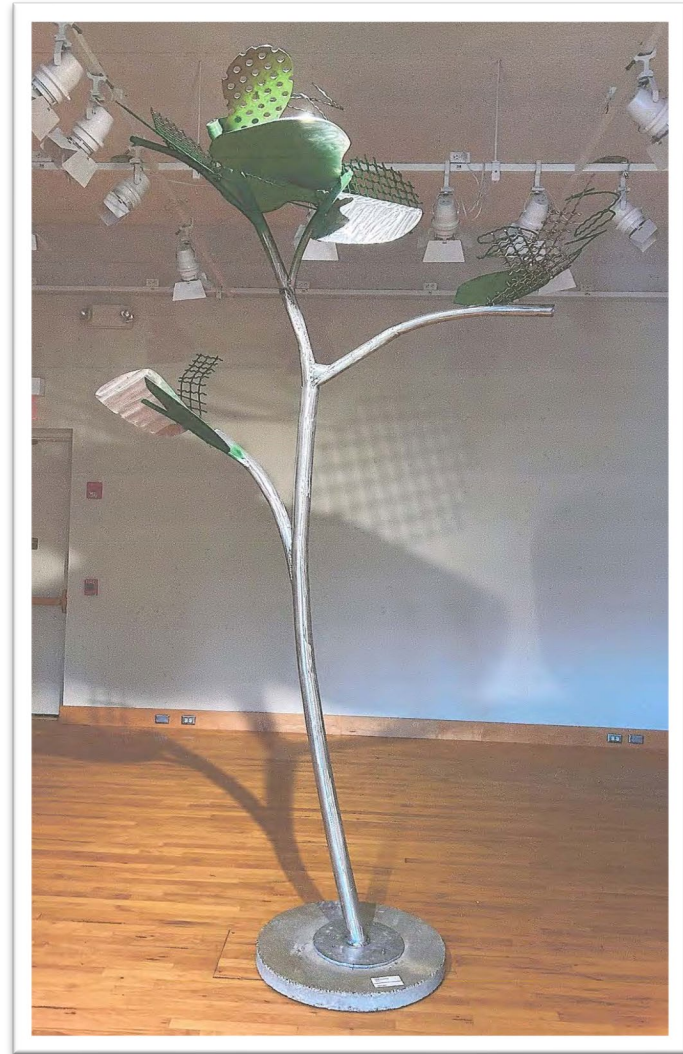
1100 Chicago Ave.
Goshen, IN 46528
Telephone: 574.533.8971
E-mail: Johnjm@goshen.edu

Proposed Downtown Sculpture Pieces
March 2025 – December 2026

1. Pyramid by Gabe Martinez



2. Tree by Joseph Mounsithiraj

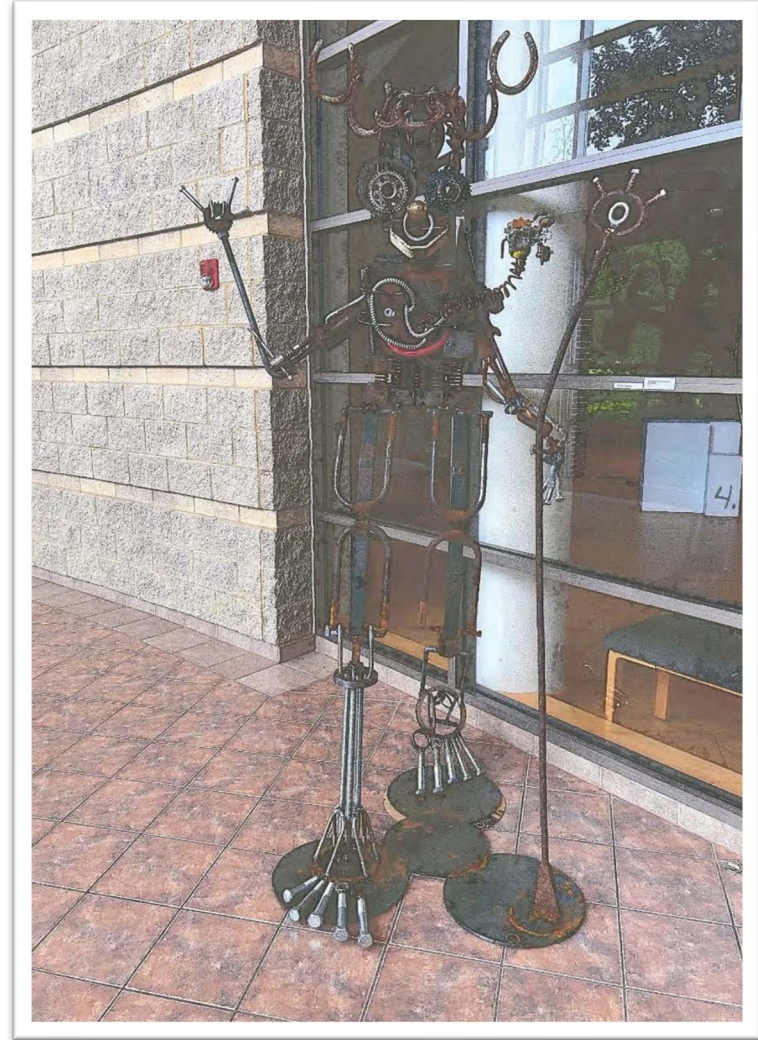


Proposed Downtown Sculpture Pieces
March 2025 – December 2026

3. Fish by Dew Hackman

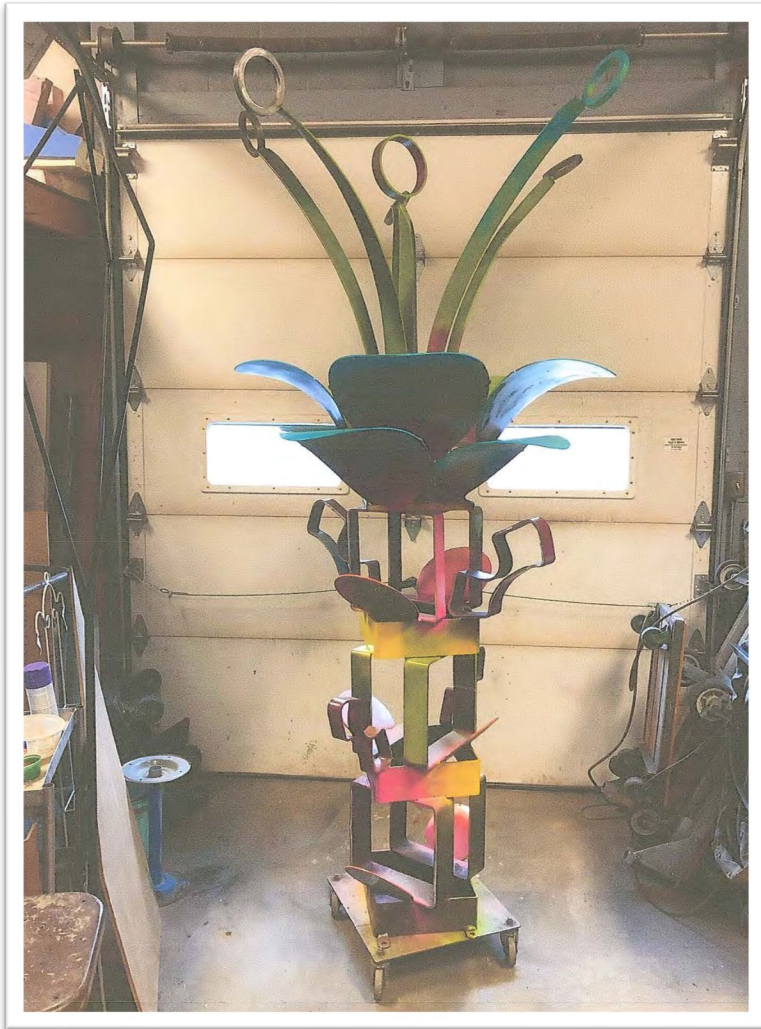


4. Robot Figure by Ryan Snider

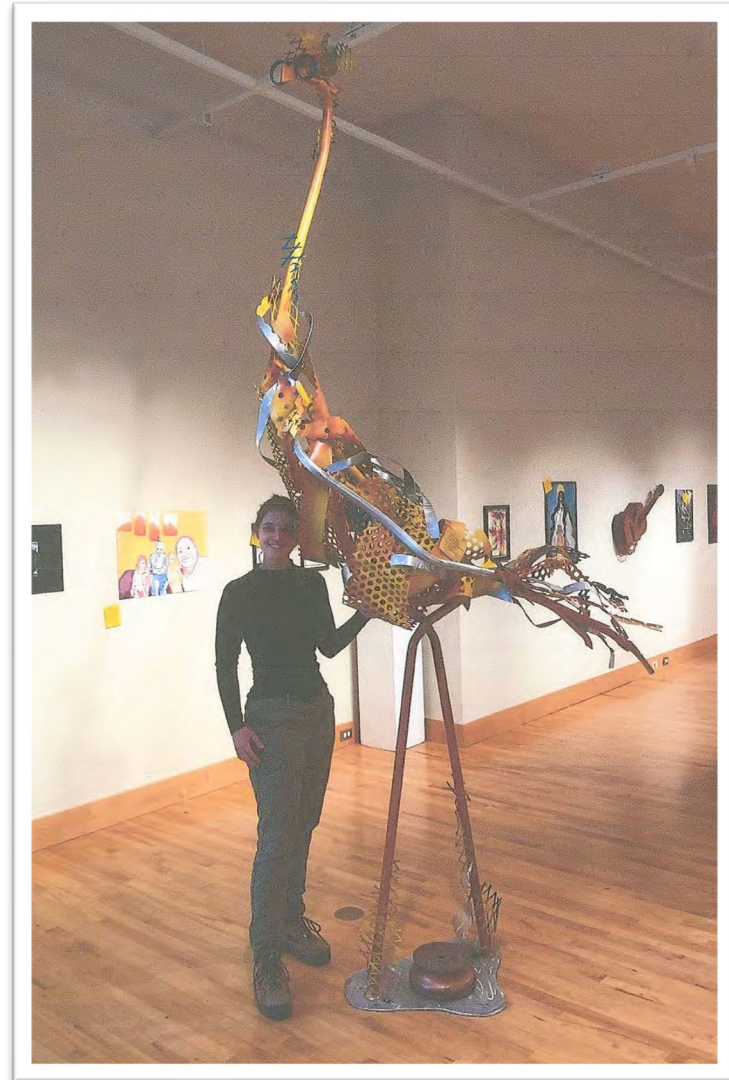


Proposed Downtown Sculpture Pieces
March 2025 – December 2026

5. Tulipa Extraterretris by Olivia Krull

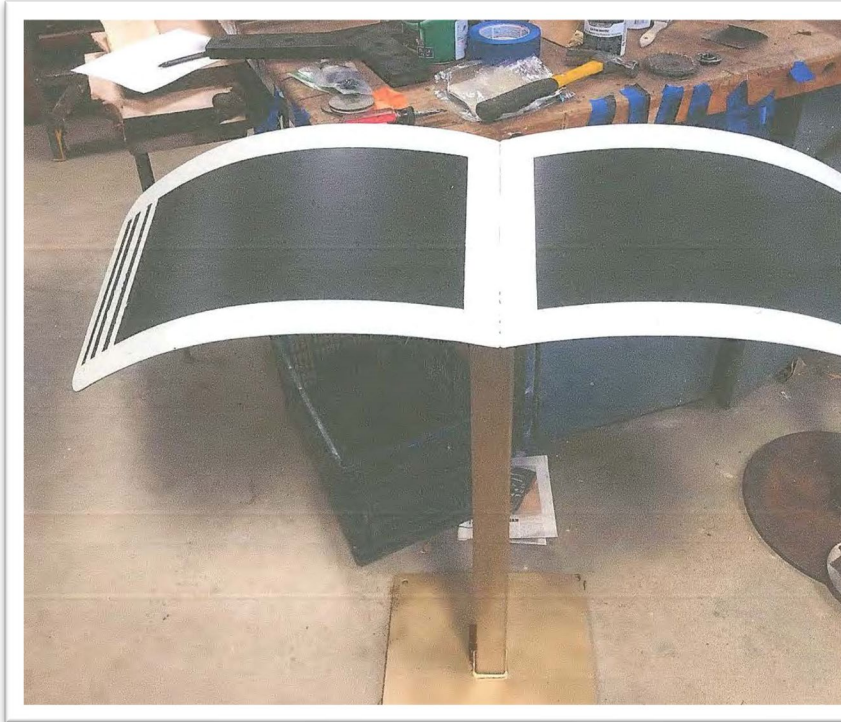


6. Reginald by Emma Zuercher



Proposed Downtown Sculpture Pieces
March 2025 – December 2026

7. Write Your Story by Sarah Gothe



8. Robot by Benje Wall



Proposed Downtown Sculpture Pieces
March 2025 – December 2026

9. Pipe Dreams by Steve Lorma



10. Ballerina by Sunday Mahaja

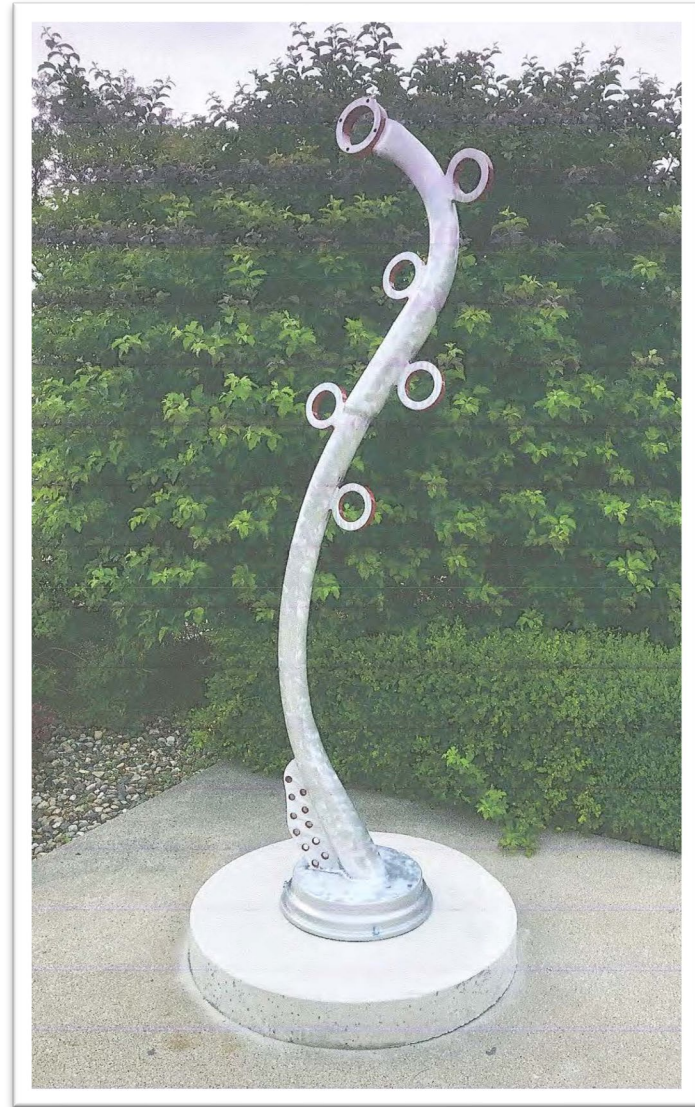


Proposed Downtown Sculpture Pieces
March 2025 – December 2026

11. Squirrel by Benji Wall



12. Cherry Blossom by John Mishler





Marv Shepherd, Superintendent
Water Treatment & Sewer Collection Department

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • TDD (574) 534-3185
 marvshepherd@goshencity.com • www.goshenindiana.org

January 9th, 2024

To the Board of Public Works and Public Safety and Stormwater Board:
 As per Ordinance No. 4531, the Board of Public Works and Safety and Stormwater Board is to annually review the Residential Water and Sewer Line Maintenance Repair Fund balances and decide on how the \$1.10 one dollar and ten cent repair fee is to be divided and assessed per the monthly water and sewer bills.

The total expenditure in 2024 was **\$102,524.83** for sewer.

Sewer Repair Fund			
Year	Claims	Balance Year End	Assessment per Sewer Bill
2007	\$15,400.40	\$87,227.12	\$0.70
2008	\$11,333.79	\$153,559.95	\$0.70
2009	\$25,368.83	\$151,593.93	\$0.20
2010	\$17,418.84	\$136,394.38	\$0.00
2011	\$74,386.98	\$78,316.97	\$0.00
2012	\$19,907.18	\$89,962.79	\$0.50
2013	\$6,274.14	\$111,871.46	\$0.30
2014	\$46,081.22	\$90,185.23	\$0.10
2015	\$41,852.98	\$70,802.22	\$0.45
2016	\$16,608.44	\$94,239.47	\$0.45
2017	\$74,303.86	\$57,285.97	\$0.35
2018	\$46,206.69	\$63,737.88	\$0.55
2019	\$105,322.53	\$19,109.39	\$0.30
2020	\$37,891.34	\$41,533.86	\$0.60
2021	\$18,421.43	\$44,937.32	\$0.20
2022	\$78,412.05	\$19,262.29	\$0.70
2023	\$77,439.23	\$23,136.86	\$0.70
2024	\$102,524.83	-\$8,090.21	

Sewer Repair Fee

Beginning Bal: \$23,136.86

Ending Bal (12/31/24) **-\$8,090.21**

Collected \$81,313.79 (includes \$350.00 deductible x 10) *total 1.10 has been collected on utility bills since 8/2023.

- 2024 - Claims Pd: \$102,524.83/12 Average of \$8,543.74 p/month
- 2023 - Claims Pd: \$77,439.23/12 Average of \$6,453.26 p/month
- 2022 - Claims Pd: \$78,154.10/12 Average of \$6,512.84 p/month
- 2021 - Claims Pd: \$18,421.43/12 Average of \$1,535.11 p/month
- 2020 - Claims Pd: \$37,891.44/12 Average of \$3,157.62 p/month



Marv Shepherd, Superintendent
Water Treatment & Sewer Collection Department

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • TDD (574) 534-3185

marvshepherd@goshencity.com • www.goshenindiana.org

The total expenditure in 2024 was \$66,475.32 for water.

Water Repair Fund			
Year	Claims	Balance Year End	Assessment per Water Bill
2009	\$10,002.11	\$9,823.30	\$0.50
2010	\$21,060.54	\$43,785.20	\$0.70
2011	\$32,050.71	\$64,731.03	\$0.70
2012	\$21,814.07	\$69,883.58	\$0.20
2013	\$15,041.79	\$89,836.71	\$0.40
2014	\$37,187.38	\$117,183.56	\$0.60
2015	\$33,903.39	\$93,912.84	\$0.25
2016	\$20,969.69	\$94,603.17	\$0.25
2017	\$40,107.06	\$85,849.13	\$0.35
2018	\$47,435.98	\$52,972.17	\$0.15
2019	\$59,240.78	\$29,935.90	\$0.40
2020	\$34,052.56	\$9,130.20	\$0.10
2021	\$27,546.38	\$20,043.75	\$0.50
2022	\$38,198.25	\$38,644.52	\$0.40
2023	\$68,113.57	\$3,431.60	\$0.40
2024	\$66,475.32	-\$22,311.83	

Water Repair Fee:

Beginning Bal: -\$3,431.60

Ending Bal (12/31/23): -\$22,311.83

(INCLUDES THE \$12,000 FUNDS TRANSFER Technically in the negative -\$3,431.60

Collected: \$26,037.45 *has not been funded since August 2023- all funding moved to Sewer

2024 - Claims Pd \$66,475.32/12 Average of \$5,539.61 p/month

2023 - Claims Pd: \$68,113.57/12 Average of \$5,676.13 p/month

2022 - Claims Pd: \$37,383.98/12 Average of \$3,115.33 p/month

2021 - Claims Pd: \$27,546.38/12 Average of \$2,295.53 p/month

2020 - Claims Pd: \$34,052.56/12 Average of \$2,837.71 p/month



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Based on the attached expenditure and yearend balance information, the Water Department Superintendent recommends allocating \$0.40 cents to the Water Fund and \$0.70 cents to the Sewer Fund in 2025.

Regards,

Marv Shepherd

Marvin Shepherd
Superintendent
Goshen Water and Sewer Collections

Motion to approve the recommendation of the Goshen Utility Department to allocate 0.40 cents to the Water Maintenance Fund and 0.70 cents to the Sewer Maintenance Fund for the 2024 billing year.



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **CHANGE ORDER NO. 7 FOR 10TH STREET AND DOUGLAS STREET
ROAD RECONSTRUCTION (JN: 2022-0037)**

DATE: January 9, 2025

Attached please find Change Order No. 7 for the 10th Street and Douglas Street Reconstruction project.

Change Order No. 7 includes costs related to the addition of ADA & handicap pavement markings on Douglas Street in the accessible parking area, extruded street markers signs, and the removal of 2 trees and 1 stump that are in conflict with the additional work on Reynolds Street. With the additional work, inclement weather, working around homeowner's schedules and Gleason's production, the requested project schedule extension is 221 days to June 6, 2025.

The original contract amount plus additions from previous change orders was \$4,524,528.08. Change Order No. 7 increases the total contract by \$4,676.60, for a revised contract amount of \$4,529,204.68, which is an increase of 6.60% over the original contract amount.

Requested Motion: Approve Change Order No. 7 for the 10th Street and Douglas Street Reconstruction project in the amount of \$4,676.60 and extend the project by 221 calendar days, making the the final completion date June 6, 2025.

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

OWNER: City of Goshen
PROJECT NAME: 10th Street and Douglas Street Road Reconstruction
PROJECT NUMBER: 2022-0037
CONTRACTOR: Niblock Excavating, Inc.

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

The addition of ADA & handicap pavement markings on Douglas Street in the accessible parking area, extruded street markers signs, and the removal of 2 trees and 1 stump that are in conflict with the additional work on Reynolds Street.
With the additional work to the project, inclement weather, working around homeowner's schedules and Gleason's production, the requested project schedule extension is 221 days to June 6, 2025.

C07.1	Transverse Marking, Epoxy, Parking Line, Blue, 4 IN Note: Douglas Street Accessible Parking Area	60 LFT	@ \$4.35	-----	\$261.00
C07.2	Pavement Message Marking, Epoxy, Handicap Symbol, Blue Note: Douglas Street Accessible Parking Area	2 EA	@ \$50.00	-----	\$100.00
C07.3	Transverse Marking, Epoxy, Blue ADA Crosshatch Line, 4 IN Note: Douglas Street Accessible Parking Area	76 LFT	@ \$4.35	-----	\$330.60
C07.4	Sign Changes, Extruded Street Markers	1 LSUM	@ \$485.00	-----	\$485.00
C07.5	Additional Tree Removal Note: Reynolds Sanitary Extension	1 LSUM	@ \$3,500.00	-----	\$3,500.00
			Subtotal -		\$4,676.60

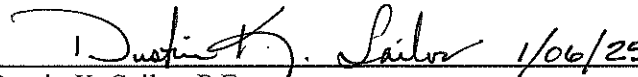
II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$4,248,803.95
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	0 to <u>6</u>	\$275,724.13
3. Amount of Contract, not including this supplement		\$4,524,528.08
4. Addition/ Reduction to Contract due to this supplement		\$4,676.60
5. Amount of Contract, including this supplemental		\$4,529,204.68
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$280,400.73
7. Total percent of change in the original contract price Includes Change Order No.	1 to <u>7</u>	6.60%
(Line 6 divided by Line 1)		

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 221 calendar days, making the final completion date June 6, 2025.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as X-2444, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (6.60) percent.

RECOMMENDED FOR ACCEPTANCE



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

ACCEPTED: REDEVELOPMENT
 CITY OF GOSHEN, INDIANA

BY: _____
 Becky Hutsell, Redevelopment Director

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

_____ Mayor

_____ Member

_____ Member

_____ Member

_____ Member

ACCEPTED: CONTRACTOR

_____ Niblock Excavating, Inc.

BY: _____
 Signature of authorized representative

_____ Printed

_____ Title



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

TO: Board of Public Works, Safety & Stormwater
FROM: Jeffery Weaver, Deputy Clerk-Treasurer
RE: Encumbrances from the 2024 Budget to the 2025 Budget
DATE: January 9, 2025

Attached for the Board's approval and execution is the list of accounts with a balance in the 2024 budget that will be encumbered into the 2025 budget.

At the end of each year, department heads review any unspent budget and compare it to their outstanding invoices or contracts. If any 2024 unspent budget is available to pay an outstanding 2024 invoice or contract, then the amount can be encumbered into 2025, but only for the approved expense.

The attached budgeted amounts were remaining in the 2024 budget, and department heads requested to encumber the amounts into 2025. For each encumbrance, the department heads presented an invoice, purchase order, or executed agreement or contract. They were reviewed by the Clerk-Treasurer's and Mayor's offices, and can only include Supplies, Other Services & Charges, and Capital Expenditures. The final approval for these encumbrances falls on the Board of Works to approve the total encumbrance amount.

Requested motion:

Move to approve \$14,867,021.45 of encumbrances from 2024 into the 2025 budget.

CITY OF GOSHEN, INDIANA

LIST OF ENCUMBRANCES FROM 2024 TO 2025 BUDGETS

<u>Account Number</u>	<u>Account Title</u>	<u>Encumbered</u> <u>Amount</u>
1101-5-05-4210500	LEGAL/OTHER OFFICE EXPENSES	\$ 137.98
1101-5-05-4390800	LEGAL/SUBSCRIPTIONS AND DUES	85.00
1101-5-05-4390901	LEGAL/OTHER SERVICES AND CHARG	1,414.91
1101-5-05-4390910	LEGAL/INSTRUCTION	325.00
1101-5-07-4310507	BD WORKS/ERP MAINT UPGRADE	22,825.00
1101-5-07-4390930	BD WORKS/TRASH COLLECTION	174,441.97
1101-5-10-4320301	ENGINEER/TRAVEL EXPENSES	1,062.00
1101-5-11-4220154	POLICE/OTHER EQUIPMENT	111,000.47
1101-5-11-4310501	POLICE/MEDICAL EXPENSES	900.00
1101-5-11-4360201	POLICE/EQUIPMENT REPAIRS	1,000.00
1101-5-11-4360501	POLICE/MAINTENANCE CONTRACTS	1,440.00
1101-5-11-4390911	POLICE/INSTRUCTION	4,115.00
1101-5-15-4360201	BLDG DEPT/EQUIPMENT REPAIRS	449.00
2201-5-00-4230136	MVH/SIGNS & SIGNALS & PAINT	2,952.50
2201-5-00-4290001	MVH/OTHER OPERATING SUPPLIES	15,893.60
2201-5-00-4440401	MVH/EQUIP MOTOR VEHICLE	91,667.00
2202-5-00-4310501	LOCAL RD & ST/SERVICE CONTRACT	539,147.00
2204-5-00-4490000	P&R/POOL PROJECT	724,000.00
2209-5-00-4310501	EDIT TAX/SERVICES CONTRACTUAL	613,204.12
2209-5-00-4420006	EDIT TAX/CAPITAL PROJECTS	2,162,019.16
2234-5-00-4390000	UNSAFE BLDG/OTHER SERV CHRG	66,000.00
2240-5-00-4450200	PS LOIT/MOTOR VEHICLE	25,257.50
2505-5-00-4310502	STM WTR MGMT/SVCS CONTRACTUAL	3,000.00
4402-5-00-4310501	CCD/SERV CONTRACTUAL	339,227.95
4445-5-00-4310502	SE E.D. TIF/CONTR SVCS	1,454,731.85
4445-5-00-4420000	SE E.D. TIF/CAPITAL PROJ	920,000.00
4446-5-00-4420000	CONS RR/US33/CAPITAL PROJECT	4,511,861.94
4447-5-00-4450200	LIPPERT/DIER/PUB SAFETY EQUIP	378,862.50
4502-5-00-4440000	ARP/CAPITAL OUTLAYS	<u>2,700,000.00</u>
	Total	\$ <u>14,867,021.45</u>



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

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

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

January 3, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Hearing – 215 Crescent Street, Goshen, Indiana

An unsafe building compliance hearing is scheduled for the property located at 215 Crescent Street, Goshen, Indiana. Attached is the Record of Action and Continuous Enforcement Order issued by the Board of Public Works and Safety (Hearing Authority) on August 29, 2024, requiring demolition of the unsafe building on the property.

The hearing was set at the request of the Building Commissioner as it was determined there was non-compliance with the Board's Order. The Building Commissioner's Order scheduling the compliance hearing is also attached.

The Board should conduct a hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. After receiving evidence and at the conclusion of the hearing, the Board may do any of the following actions:

1. Confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000.00 if the Board finds there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property.

In taking any of these actions, the Board should make specific findings to support its action.

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

August 29, 2024

IN RE: Violation of Goshen City Code
Property located at: 215 Crescent Street
Property Tax Code: 20-11-09-277-017.000-015
Property Legal Description: see Attached Exhibit A
Property owner(s) of record: Cecil Bontreger
Substantial property of interest of record: None

BACKGROUND

1. The City of Goshen Building Commissioner issued an order on August 1, 2024 (hereinafter the "Order"), concerning the property located at 215 Crescent Street, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within forty-five (45) days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(2), (4), (5), and (6) due to the following conditions:
 - a. The vacant residential structure on the Real Estate has been vacant with no water usage for approximately twenty (20) years;
 - b. The vacant residential structure recently sustained a fire, causing significant damage to the roof, having burnt, charred members throughout the structure that are beyond repair;
 - c. The fire damage renders the building in danger of collapse; and

- d. The building's current condition is vacant and unfit for human habitation, occupancy, or use under Goshen City Code.
3. Proper notice of the demolition order was provided to Cecil Bontreger, the Real Estate's owner (hereinafter "Owner"), by regular United States mail in accord with I.C. § 36-7-9-25.
4. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. Owner was given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the order.

FINDINGS

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The vacant residential structure at the Real Estate is an unsafe building under Indiana law. The Hearing Authority specifically adopts Section 2 of the Order as its Findings.

ORDER

The Order issued by the City of Goshen Building Commissioner is hereby affirmed in its entirety.


1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. Owner is hereby ordered to comply with the Order to demolish the unsafe vacant residential structure at the Real Estate within forty-five (45) days of said Order, failing which the Building Commissioner is authorized to proceed with the demolition at the expense of Owner, with such costs to be assessed against the Real Estate as provided by law.
3. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
4. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential

structure and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner fail to comply with these provisions, then Owner may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of August 29, 2024, is issued on August 29, 2024.

IT IS SO ORDERED.

City of Goshen Board of Public Work and Safety

By: 
Gina M. Leichty, Mayor

STATE OF INDIANA)

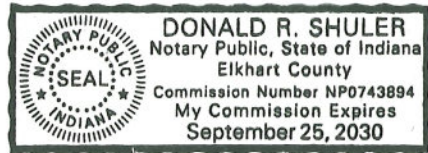
) SS:

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 by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on August 29, 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

A part of Lot No. Twelve (12) in Chamberlain's Second Addition to the City of Goshen which lies westerly of a line running midway between the dwelling houses on the land on March 25, 1920, which dividing line runs lengthwise with the lot equiangular with both sides of the lots, said dividing line at Crescent Street being about 44 feet from the Northwest corner of said lot. Excepting five (5) feet off and from the part of the Northwesterly side of Lot 12 in Chamberlain's Second Addition to the City of Goshen, more particularly described as follows: Beginning at the Northwesterly corner of Lot 12; thence running Easterly at right angle to said Lot line 5 feet; thence Northeasterly parallel to said Lot line to the North line of Lot 12; thence Northwesterly along the North line of Lot 12 to the place of beginning.

**CITY OF GOSHEN BUILDING COMMISSIONER
UNSAFE BUILDING ENFORCEMENT AUTHORITY
ORDER FOR COMPLIANCE HEARING**

November 26, 2024

IN RE: Violation of Goshen City Code

Property Address: 215 Crescent Street
Property Tax Code: 20-11-09-277-017.000-015
Property Owner: Cecil Bontreger
Substantial Property Interest of Record: None

A compliance hearing has been scheduled to review compliance with the Record of Action and Continuous Enforcement Order issued on August 29, 2024 concerning the property and unsafe building at 215 Crescent Street, Goshen, Indiana. Said hearing will take place on **Thursday, January 9, 2025, 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, and shall be conducted by the City of Goshen Board of Public Works and Safety, the City's Unsafe Building Hearing Authority.

The purpose of the hearing is to determine compliance with the August 19, 2024 Record of Action and Continuous Enforcement Order issued by the Goshen Board of Public Works and safety. Said Order required the following actions to be taken within forty-five (45) days:

- Demolish the unsafe building at the Property and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade.

As of the date of this Order, the Building Commissioner has determined that the Property Owner has not provided evidence of compliance with the August 29, 2024 Record of Action and Continuous Enforcement Order of the Goshen Board of Public Works and Safety.

During the hearing, the Hearing Authority may:

- (1) confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
- (2) confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action under Indiana Code §§ 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17;
- (3) issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) if it finds there has been a willful failure to comply with the Building Commissioner's Order; and
- (4) take other actions permitted by law to resolve the unsafe conditions on the Property.

You are required to attend this hearing or send an authorized representative on your behalf. You may present evidence, such as photographs, invoices, or reports, to the Hearing Authority. You have the right to question or cross-examine any witnesses who testify at the hearing.

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

This Order for Compliance Hearing is issued on November 26, 2024.


Myron Grise
Building Commissioner

Certificate of Service

The undersigned hereby certifies that the foregoing Order for Compliance Hearing for the premises at 215 Crescent Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on November 27, 2024:

Cecil Bontreger
61818 County Road 33
Goshen, Indiana 46526



Donald R. Shuler
Assistant City Attorney



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

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

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

January 3, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Hearing – 213 Crescent Street, Goshen, Indiana

An unsafe building compliance hearing is scheduled for the property located at 213 Crescent Street, Goshen, Indiana. Attached is the Record of Action and Continuous Enforcement Order issued by the Board of Public Works and Safety (Hearing Authority) on September 12, 2024, requiring demolition of the unsafe building on the property.

The hearing was set at the request of the Building Commissioner as it was determined there was non-compliance with the Board's Order. The Building Commissioner's Order scheduling the compliance hearing is also attached.

The Board should conduct a hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. After receiving evidence and at the conclusion of the hearing, the Board may do any of the following actions:

1. Confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000.00 if the Board finds there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property.

In taking any of these actions, the Board should make specific findings to support its action.

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

September 12, 2024

IN RE: Violation of Goshen City Code
Property located at: 213 Crescent Street
Property Tax Code: 20-11-09-277-018.000-015
Property Legal Description: see Attached Exhibit A
Property owner(s) of record: Midwest Leasing, LLC
Substantial property of interest of record: None

BACKGROUND

1. The City of Goshen Building Commissioner issued an order on August 2, 2024 (hereinafter the "Order"), concerning the property located at 213 Crescent Street, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within forty-five (45) days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(2), (4), (5), and (6) due to the following conditions:
 - a. The vacant residential structure recently sustained a fire, causing significant damage, having burnt, charred members throughout the structure that are beyond repair;
 - b. The fire damage renders the building in danger of collapse; and
 - c. The building's current condition is vacant and unfit for human habitation, occupancy, or use under Goshen City Code.

3. Proper notice of the demolition order was provided to Midwest Leasing, LLC, the Real Estate's owner (hereinafter "Owner"), by regular United States mail in accord with I.C. § 36-7-9-25.
4. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. Owner was given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the Order.

FINDINGS

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The vacant residential structure at the Real Estate is an unsafe building under Indiana law. The Hearing Authority specifically adopts Section 2 of the Order as its Findings.

ORDER

The Order issued by the City of Goshen Building Commissioner is hereby affirmed in its entirety except as modified below:

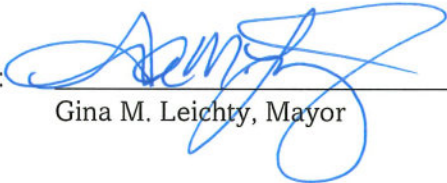
1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. Owner is hereby ordered to comply with the Order to demolish the unsafe vacant residential structure at the Real Estate by October 31, 2024, failing which the Building Commissioner is authorized to proceed with the demolition at the expense of Owner, with such costs to be assessed against the Real Estate as provided by law.
3. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
4. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential structure and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner fail to comply with these provisions, then Owner may be liable to

the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of September 12, 2024, is issued on September 12, 2024.

IT IS SO ORDERED.

City of Goshen Board of Public Work and Safety

By: 
Gina M. Leichty, Mayor

STATE OF INDIANA)

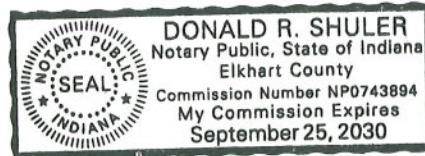
) SS:

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 by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on September 12, 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

A part of Lot #12 as said lot is known and designated on the recorded Plat of Chamberlains Second Addition to the Town, now City, of Goshen, Indiana and recorded in the Elkhart County Recorder's Office in Deed Record Volume 21, pages 290 and 291, and more particularly described as follows:

Commencing at the Northeasterly corner of aforementioned Lot #12, the point of beginning of this description; thence Northwesterly along the Northerly line of said Lot #12 and the Southerly line of Crescent Street, a distance of 44.00 feet; thence Southwesterly parallel to the Easterly line of said Lot #12, a distance of 87.00 feet; thence Southeasterly parallel to the Northerly line of said Lot #12 and the Southerly line of Crescent Street, a distance of 44.00 feet; thence Northeasterly along the Easterly line of said Lot #12, a distance of 87.00 feet to the point of beginning of this description.

**CITY OF GOSHEN BUILDING COMMISSIONER
UNSAFE BUILDING ENFORCEMENT AUTHORITY
ORDER FOR COMPLIANCE HEARING**

November 26, 2024

IN RE: Violation of Goshen City Code

Property Address: 213 Crescent Street

Property Tax Code: 20-11-09-277-018.000015

Property Owner: Midwest Leasing, LLC

Substantial Property Interest of Record: None

A compliance hearing has been scheduled to review compliance with the Record of Action and Continuous Enforcement Order issued on September 12, 2024 concerning the property and unsafe building at 213 Crescent Street, Goshen, Indiana. Said hearing will take place on **Thursday, January 9, 2025, 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, and shall be conducted by the City of Goshen Board of Public Works and Safety, the City's Unsafe Building Hearing Authority.

The purpose of the hearing is to determine compliance with the September 12, 2024 Record of Action and Continuous Enforcement Order issued by the Goshen Board of Public Works and safety. Said Order required the following actions to be taken by October 31, 2024:

- Demolish the unsafe building at the Property and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade.

As of the date of this Order, the Building Commissioner has determined that the Property Owner has not provided evidence of compliance with the September 12, 2024 Record of Action and Continuous Enforcement Order of the Goshen Board of Public Works and Safety.


During the hearing, the Hearing Authority may:

- (1) confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
- (2) confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action under Indiana Code §§ 36-7-9-10 or -11, or to proceed with civil action under Indiana Code § 36-7-9-17;
- (3) issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) if it finds there has been a willful failure to comply with the Building Commissioner's Order; and
- (4) take other actions permitted by law to resolve the unsafe conditions on the Property.

You are required to attend this hearing or send an authorized representative on your behalf. You may present evidence, such as photographs, invoices, or reports, to the Hearing Authority. You have the right to question or cross-examine any witnesses who testify at the hearing.

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

This Order for Compliance Hearing is issued on November 26, 2024.



Myron Grise
Building Commissioner

Certificate of Service

The undersigned hereby certifies that the foregoing Order for Compliance Hearing for the premises at 213 Crescent Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on November 27, 2024:

Midwest Leasing, LLC
c/o Steve Chupp, Registered Agent
15695 County Road 8
Bristol, Indiana 46507



Donald R. Shuler
Assistant City Attorney

Board of Works and Public Safety 2025 Schedule

	NO MEETING	1st Thursday	4-5 PM	Thursday, January 2, 2025
	BOW	2nd Thursday	4-5 PM	Thursday, January 9, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, January 16, 2025
	BOW	4th Thursday	4-5 PM	Thursday, January 23, 2025
	BOW	5th Thursday	4-5 PM	Thursday, January 30, 2025
	BOW	1st Thursday	4-5 PM	Thursday, February 6, 2025
	BOW	2nd Thursday	4-5 PM	Thursday, February 13, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, February 20, 2025
	BOW	4th Thursday	4-5 PM	Thursday, February 27, 2025
	BOW	1st Thursday	4-5 PM	Thursday, March 6, 2025
	BOW	2nd Thursday	4-5 PM	Thursday, March 13, 2025
	NO MEETING	3rd Thursday	4 - 4:15 PM	Thursday, March 20, 2025
	BOW	4th Thursday	4-5 PM	Thursday, March 27, 2025
	BOW	1st Thursday	4-5 PM	Thursday, April 3, 2025
	NO MEETING	2nd Thursday	4-5 PM	Thursday, April 10, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, April 17, 2025
	BOW	4th Thursday	4-5 PM	Thursday, April 24, 2025
	BOW	1st Thursday	4-5 PM	Thursday, May 1, 2025
	BOW	2nd Thursday	4-5 PM	Thursday, May 8, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, May 15, 2025
	BOW	4th Thursday	4-5 PM	Thursday, May 22, 2025
	NO MEETING	5th Thursday	4-5 PM	Thursday, May 29, 2025
	BOW	1st Thursday	4-5 PM	Thursday, June 5, 2025
	BOW	2nd Thursday	4-5 PM	Thursday, June 12, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, June 19, 2025
	BOW	4th Thursday	4-5 PM	Thursday, June 26, 2025
	BOW	1st Thursday	4-5 PM	Thursday, July 3, 2025
	NO MEETING	2nd Thursday	4-5 PM	Thursday, July 10, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, July 17, 2025
	BOW	4th Thursday	4-5 PM	Thursday, July 24, 2025
	BOW	5th Thursday	4-5 PM	Thursday, July 31, 2025
	BOW	1st Thursday	4-5 PM	Thursday, August 7, 2025
	NO MEETING	2nd Thursday	4-5 PM	Thursday, August 14, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, August 21, 2025
	BOW	4th Thursday	4-5 PM	Thursday, August 28, 2025
	BOW	1st Thursday	4-5 PM	Thursday, September 4, 2025
	BOW	2nd Thursday	4-5 PM	Thursday, September 11, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, September 18, 2025
	BOW	4th Thursday	4-5 PM	Thursday, September 25, 2025
	NO MEETING	1st Thursday	4-5 PM	Thursday, October 2, 2025
	BOW	2nd Thursday	4-5 PM	Thursday, October 9, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, October 16, 2025
	NO MEETING	4th Thursday	4-5 PM	Thursday, October 23, 2025
	BOW	5th Thursday	4-5 PM	Thursday, October 30, 2025
	BOW	1st Thursday	4-5 PM	Thursday, November 6, 2025
	BOW	2nd Thursday	4-5 PM	Thursday, November 13, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, November 20, 2025
	NO MEETING	4th Thursday	4-5 PM	Thursday, November 27, 2025
	BOW	1st Thursday	4-5 PM	Thursday, December 4, 2025
	BOW	2nd Thursday	4-5 PM	Thursday, December 11, 2025
	BOW - Claims Only	3rd Thursday	4 - 4:15 PM	Thursday, December 18, 2025
	NO MEETING	4th Thursday	4-5 PM	Thursday, December 25, 2025
	NO MEETING	1st Thursday	4-5 PM	Thursday, January 1, 2026