



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 Leichty 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 Leichty 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.

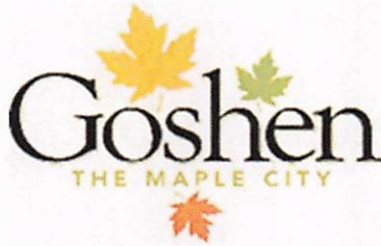
At 4:46 p.m., Mayor Leichty recessed the City Stormwater Board meeting and convened a Board of Public Works & Safety hearing to review and approve an agreement regarding 425 North 9th Street.

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 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



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.

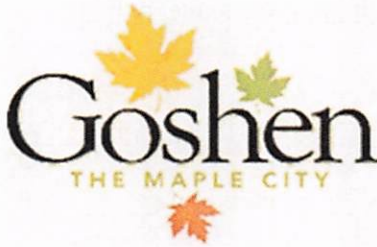
DISCUSSION AND APPROVAL OF AGREEMENT ON DEC.12, 2024:

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 Leichthy 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 Leichthy 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 Leichthy** 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 Leichthy 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 Leichthy'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 Leichthy 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 Leichthy 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 Leichthy then moved to approve Civil City and Utility claims and adjourn the meeting. The motion passed 5-0.

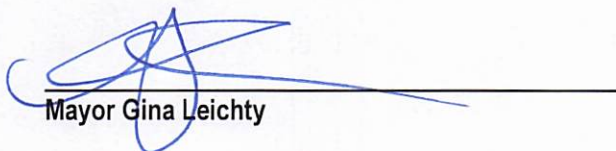
ADJOURNMENT

Mayor Leichthy 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.

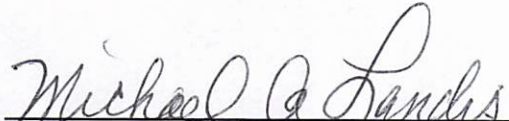
EXHIBIT #2: "Exhibit B, a Scope of Work for 425 North 9th Street" by the project client/administrator, J.B. Hochstetler of Restor Church, and the project coordinator, Chris Russell. The Scope of Work was a two-page document that provided a detailed description of the work that would be performed at 425 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:

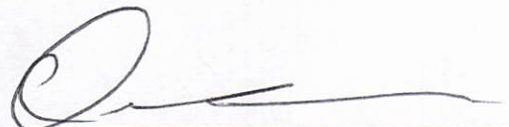


Mayor Gina Leichthy






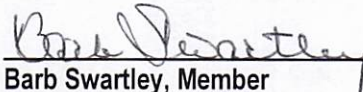
Mike Landis, Member



Orv Myers, Member

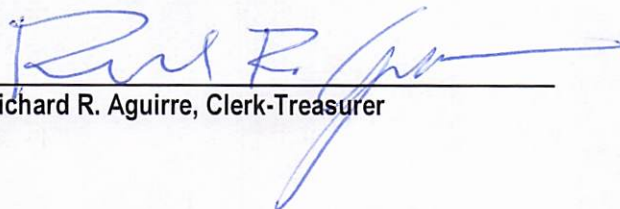


Mary Nichols, Member



Barb Swartley, Member

ATTEST:



Richard R. Aguirre, Clerk-Treasurer

Goshen Engineering re Detour for Sidewalk Closure at 103 N 5th Street

From Lund, Andrew <andrewlund@goshencity.com>

Date Wed 12/11/2024 6:27 PM

To nate@kauffmanconstructionllc.com <nate@kauffmanconstructionllc.com>

Cc Sailor, Dustin <dustinsailor@goshencity.com>; Gibbs, David <davidgibbs@goshencity.com>; Aguirre, Richard <richardaguirre@goshencity.com>; Yoder, Rhonda <rhondayoder@goshencity.com>; Deegan, Rossa <rossadeegan@goshencity.com>

📎 1 attachment (1 MB)

Sidewalk Detour - 103 N 5th.pdf;

Mr. Kauffman:

Good evening. Following up from my voicemail this afternoon, I wanted to send further details (see attached) regarding the layout of the signage and barricades that would be required in order to locate the dump trailer as proposed and close the sidewalk along the west side of 5th Street. Below is a more generalized picture of a typical sidewalk closure and detour from the Indiana Manual on Uniform Traffic Control Devices. Engineering 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.

Note: The sidewalk closure would be required with the proposed dump trailer placement, as it appears that a minimum 4-ft wide ADA-complaint pedestrian route on the sidewalk cannot be maintained around the trailer.

Please call engineering's office number: 574.534.2201, or reply all to this email, with any questions.

Type 2 Barricade (ballast not shown):

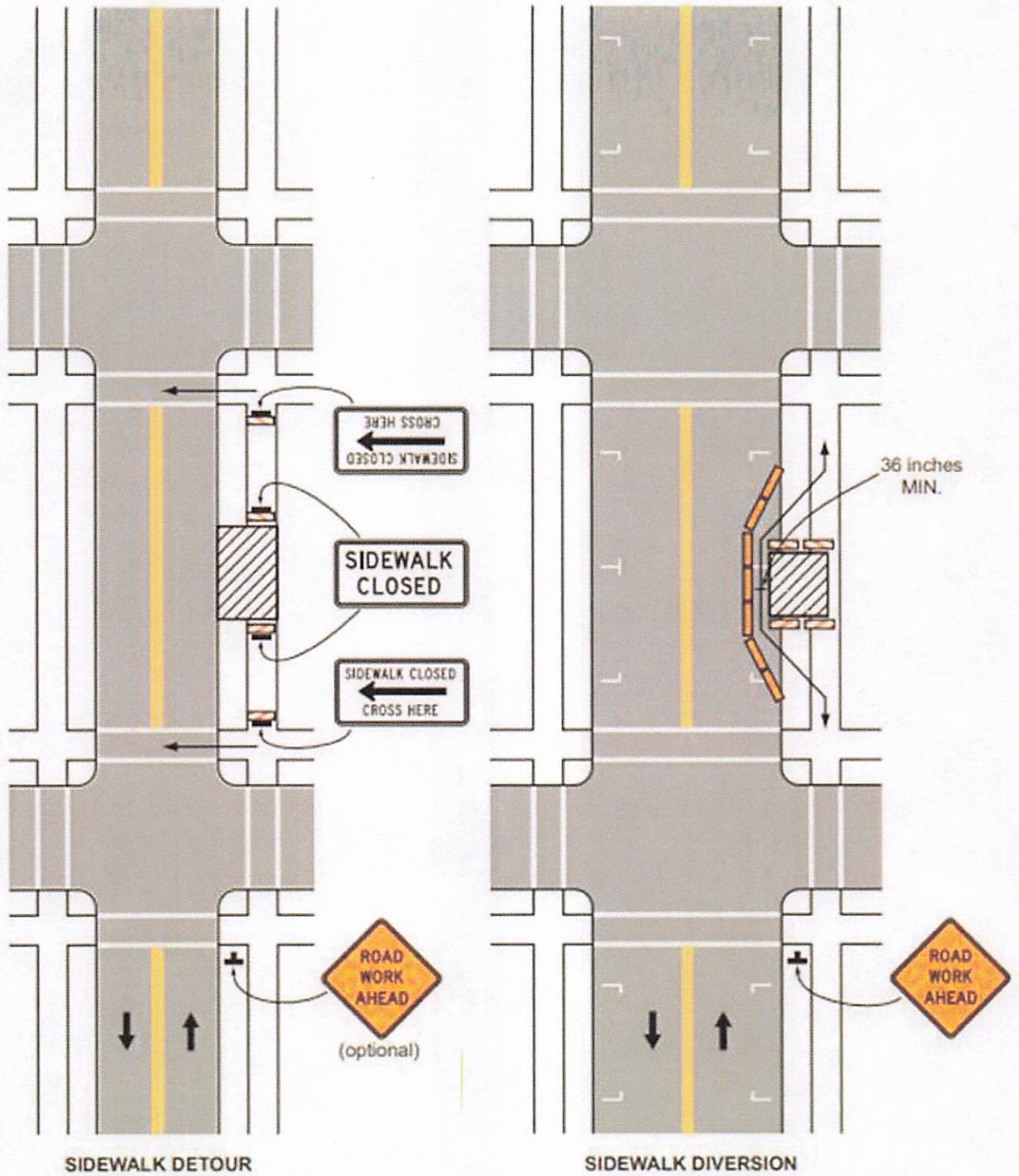


Type 3 Barricade (ballast not shown – sandbags typically used for ballast):



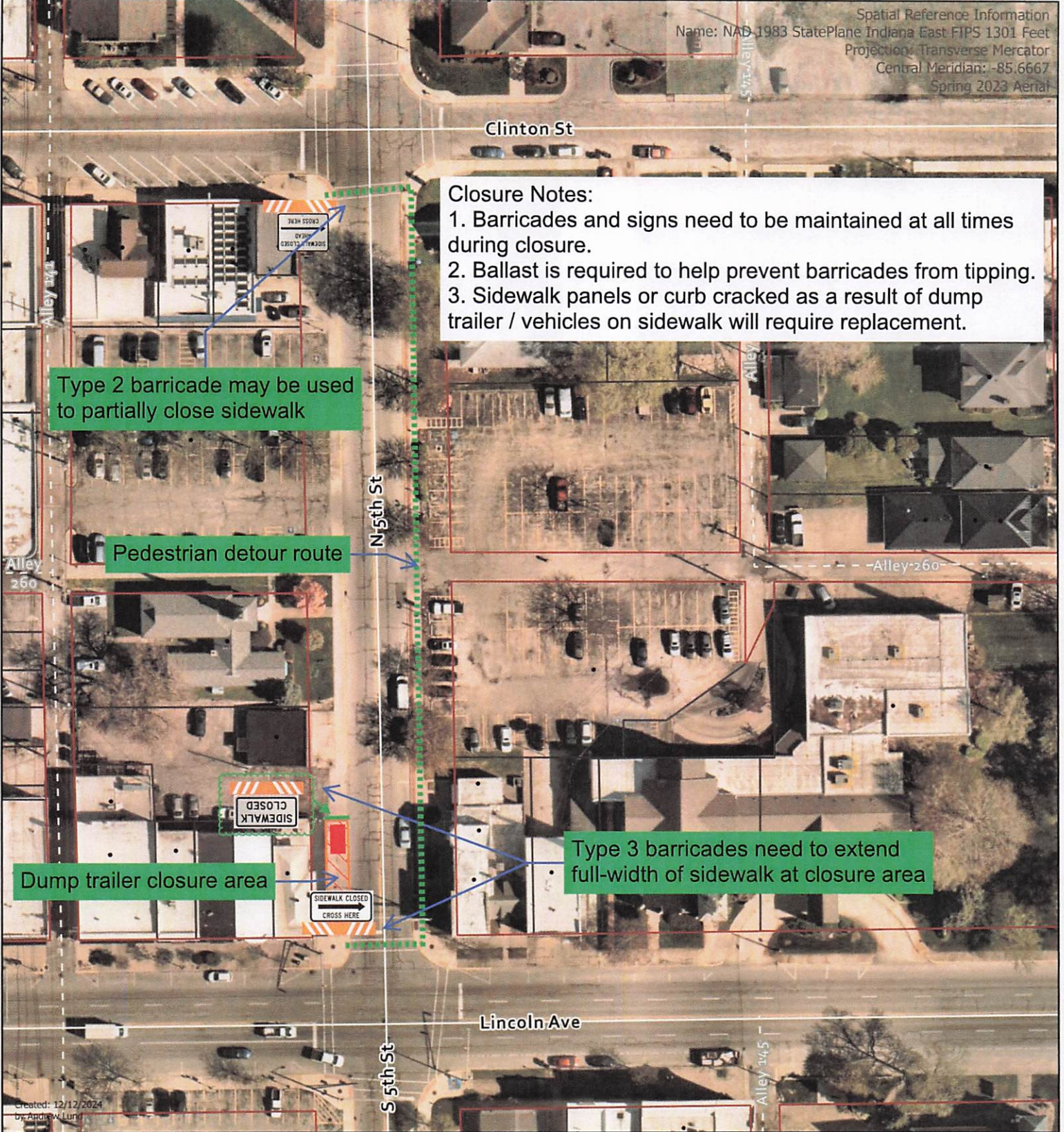
Refer to sidewalk detour, not diversion:





Thank you,
Andrew

Andrew Lund
Project Manager
Office (574) 534.2201
Direct (574) 533.8622



Closure Notes:

1. Barricades and signs need to be maintained at all times during closure.
2. Ballast is required to help prevent barricades from tipping.
3. Sidewalk panels or curb cracked as a result of dump trailer / vehicles on sidewalk will require replacement.

Type 2 barricade may be used to partially close sidewalk


Pedestrian detour route

Dump trailer closure area

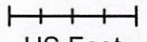
Type 3 barricades need to extend full-width of sidewalk at closure area

City of Goshen

Sidewalk Detour for Dumpster at 103 N 5th Street



0 25 50



US Feet

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

The City of Goshen
 Department of Public Works &
 Safety Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626

Scope of Work: 425 N. 9th St.

PROJECT OVERVIEW

Project name: 9th Street Home Restoration/Chris Jones

Project Location: 425 N 9th St. Goshen, IN 46528

Project Client/Administrator: Restore Church/ J.B. Hochstetler

Project Contractor: Chris Russell

PROJECT DESCRIPTION

Rehabilitation of the home at 425 N 9th St. in Goshen, Indiana. To restore a safe, livable house to the owner as well as the community that complies with all building codes as well as city code enforcement.

SCOPE OF WORK

PHASE 1

- Framing- Restore all framing to integrity of prefire condition or better and to bring up to compliance with code.

Est.: \$6,700.00

- Stairway- Existing stairway is not to code. New stairs engineered and installed to code.

Est.:5,000.00

- Roof-Replace and repair all roof fire damage and compromised decking. Install new metal roof.

Est.:\$16,000.00

- Water drainage and foundation protection- Install new gutters and downspouts.

Est.: \$2,100.00

- Insulation- Insulate all exterior walls with batt insulation and blow in fiber cellulose in ceilings.

Est.: \$1,900.00

- Electrical- Eliminate all fire damaged wiring and bring electrical throughout house up to current compliance.

Est.: \$10,000.00

- Plumbing- Repair all damaged plumbing, install new 40 gallon hot water heater, and plumb both bathrooms and kitchen to code.

Est.: \$6,000.00

PHASE 2

Exhibit B

- Drywall- Install all new 1/2 inch drywall on open walls and ceilings throughout entire home.
Est.: \$6,000.00
- Paint- Primer and paint all surfaces.
Est.: \$4,000.00
- Flooring- Install new carpet and LVP throughout home.
Est.: \$4,800.00
- Bathroom #1- Install vanity, mirror, towel bars, toilet and bathtub/shower, lighting and exhaust fan.
Est.: \$3,100.00
- Bathroom #2- (1/2 bath) Install vanity, mirror, towel bar, toilet, lighting and exhaust fan.
Est.: \$1,000.00

Phase 3

- Doors, trim and railing- Install 6 interior doors and 2 steel exterior doors. Install stair railing.
Est.: \$2,000.00
- Kitchen- Install new cabinets, countertops, drawer pulls, sink, faucet, garbage disposal, appliances and lighting.
Est.: \$12,000.00
- Lighting- Install new lighting throughout the house
Est.: \$600.00
- General-Nails, screws, tape, caulk, rollers, blades, boards, etc...
Est.: \$400.00
- General Contractor fee- Administration, coordination and supply side of project.
Est.: \$3,400.00

TOTAL ESTIMATE: \$85,000.00

SCHEDULE OVERVIEW

The entire scope of the project should take about 4 months in total. Work will begin as soon as Mr. Jones has found a place to live while work is being done inside of his home to make safe to re-occupy.

All work is to be done in a professional, workmanlike manner with permits and inspections as required.

Prepared by Chris Russell:

