



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., February 6, 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 Leichty

Approval of Minutes: January 30, 2024 Regular Meeting

Approval of Agenda

1) Open Sealed Bids received from contractors for the North Goshen Neighborhood Tree Removal for the Lead Service Line Replacement project

2) John Hall True Value Hardware request: Approve the closure of approximately 35 parking spaces in the public lot behind the store for a customer appreciation sale and car show on Saturday, May 17, 2025, from 10 a.m. to 4 p.m.

3) Stormwater Department request: Approve and authorize the Board to execute the agreement with Keith Yoder for the Completion of the project at 412 & 414 Riverside Blvd.

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE JANUARY 30, 2025 REGULAR MEETING**

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers and Barb Swartley

Absent: Mary Nichols

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented for Board consideration the minutes of the January 9, 2025 and January 16, 2025 Regular Meetings as prepared by Clerk-Treasurer Aguirre. Board Member Orv Myers made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Myers made a motion to approve the agenda as presented. Board member Swartley seconded the motion. The motion passed 4-0.

1) Goshen Historical Society Request: Approve the use of five parking spaces in front of the museum

Ron Hoke, executive director of the Goshen Historical Society, presented his request for AirTite Insulation of Goshen to use five parking spaces in front of the museum to insulate the building's attic on Feb.10, 2025. Hoke said AirTite plans to begin the work about 6 a.m. and complete the work by 5 p.m. that evening.

The City Street and Engineering Departments have been in touch with Hoke and provided him with additional guidance on diverting pedestrian traffic (EXHIBIT #1).

Hoke asked to amend his request to close the sidewalk during the requested time.

Myers/Swartley made a motion to approve the closure and use of the five parking spaces and close the sidewalk in front of the museum, at 124 South Main Street, on Feb. 10, 2025. The motion passed 4-0.

2) Dana Miller Building Solutions requests: Approve a connection to the City sewer in the right of way and grant permission for a gravel parking area, both at 916 South 8th Street

Nathan Mateer Rempel presented his requests on behalf of Dana Miller Building Solutions, briefly outlining the project at 916 South 8th Street to convert an old garage into a studio apartment.

Rempel referenced a memo from the City Engineering Department which outlined Rempel's requests regarding the sewer connection and a gravel driveway (EXHIBIT #2). Rempel said that the intention behind installing a gravel driveway was to reduce the project budget and to reduce the carbon emissions from a concrete installation.

City Director of Public Works & Utilities Dustin Sailor discussed the request for a stone-chip driveway, noting that there have been multiple requests for such driveways over the past few years.

Sailor shared that the property at 1707 West Clinton Street was approved on a trial basis to install a geo-grid and stone driveway, and shared pictures of the current condition of the driveway (EXHIBIT #3). Sailor said that the gravel failed, mud is pushing up through the gravel and being tracked out into the road, demonstrating that gravel is not an easily maintainable surface resulting in ruts and potholes. The West Clinton property was granted a driveway variance by the Board in 2022.



Board members discussed the “2020 Design Standards and Specifications for Parking and Driveway Surfaces” which was referenced in Exhibit #2 observing that if the Board makes variances or exceptions from the standard, then the Board opens up requests for too many exceptions.

Board member Landis said that the West Clinton driveway outcome may have been the result of a poor installation. **Sailor** said that some geo-grid installations have been very successful, such as at Fidler Pond. Sailor said that it appears that the West Clinton driveway should have included a concrete approach as far as the sidewalk. Board member Landis also said that there should be concrete from the road through the right-of-way.

Board member Myers then made a motion, that in accordance with **City Ordinance 4333, Section 3.03(M)** and **Ordinance 4290, Section 1(F)**, which cover the requirements associated with utility connections to a subordinate structure, that the Board of Works and Safety moves to allow a water and sewer connection to the accessory/subordinate structure through the primary structure with the following terms and conditions:

1. Should the subordinate structure ever have separate ownership from the primary structure, the subordinate structure’s utility connections to the primary structure will be disconnected and reconnected to the public utility mains.
2. Because the subordinate structure could have uses other than living space, and the City has no wastewater pretreatment program for residential property, there shall be no floor drains or drainage fixtures accessible within areas not rated as living space (i.e., garage or workshop areas).
3. In accordance with Ordinance 4922, the property owner shall obtain an inspection permit for the water and sewer utility extensions from the Goshen Utility Business Office at 203 S. Fifth Street.

Board member Swartley seconded the motion. The motion passed 4-0.

Board member Myers then made a motion, in accordance with the Board of Works and Safety’s 2020 Design Standards and Specifications for Parking and Driveway Surfaces, that the hard surface variance request is denied based on the parking improvement being modified/constructed in conjunction with “new” construction of residential improvements on real property. **Board member Swartley** seconded the motion. The motion passed 4-0.

3) Legal Department Request: Approve Resolution 2025-02, Service Delivery Agreement for 2025 Elkhart County Drug-Free Community Funds

City Attorney Bodie Stegelmann presented the agreement to the Board and said that the agreement was for the purchase of specialized binoculars funded by a \$6,800 grant.

Myers/Swartley made a motion to pass and adopt Resolution 2025-02, Service Delivery Agreement for 2024 Elkhart County Drug-Free Community Funds. The motion passed 4-0.

4) Legal Department Request: Award quote for purchase and maintenance agreement for Street Department radios

City Attorney Stegelmann presented the contract from Emergency Radio Services (ERS), saying that the Street Department received two sealed bids for the purchase of an updated digital radio system. The bid from J&K Communications was for \$180,596.35 and the bid from ERS was for \$77,316.04.

Myers/Swartley made a motion to award the quote for the purchase of an updated digital radio system for the Street Department to Emergency Radio Systems as the lowest responsible and responsive bidder, and to approve and authorize Mayor Leichy to execute the Agreement with Emergency Radio Systems for the purchase of an updated digital radio system for the Street Department at a cost of \$77,316.04. The motion passed 4-0.



5) Engineering Department Request: Approve agreement with Lloyd and Phyllis Yoder for residential project
City Director of Public Works & Utilities Dustin Sailor read a memorandum to the Board requesting approval of a Completion of Construction Agreement for 115 Blackport Drive. The agreement is for a \$4,000 surety check bonding the Yoders to plant a large species tree in the front yard, install a permanent concrete driveway and remove a gravel encroachment.

Myers/Swartley made a motion to approve and authorize the Board to execute the agreement with Lloyd and Phyllis Yoder for the completion of the residential project at 115 Blackport Drive. The motion passed 4-0.

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

Mayor Leichty opened Privilege of the Floor at 4:22 p.m.

Goshen Common Council Member Dr. Brett Weddell addressed the Board regarding two homes at 213 and 215 Crescent Street, which were damaged by a fire in June 2024 and are in bad condition and open to the elements. Councilor Weddell said there are no safety barricades around the houses and residents are concerned that kids and homeless people might be entering the homes. He also said that the houses should have been torn down by this point.

Mayor Leichty responded that these houses are currently being addressed as disorderly properties and are the subject of an active lawsuit. Due to these circumstances, the City is prohibited from any involvement in the properties until the issue is resolved since the properties are considered evidence in the lawsuit. **City Attorney Stegelmann** said that the status of both properties will be addressed by the Board in February.

Mayor Leichty closed Privilege of the Floor at 4:25 p.m.

Approval of Civil City and Utility Claims

As all matters before the Board of Public Works & Safety were concluded, Mayor Leichty moved to approve Civil City and Utility Claims and adjourn the meeting. Swartley seconded the motion. The motion passed 4-0.

Adjournment

Mayor Leichty adjourned the Board of Public Works & Safety meeting at 4:25 p.m.

EXHIBIT #1: *A Jan. 29, 2025 email from City Project Manager Andrew Lund to Ron Hoke regarding the request to use five parking spaces in front of the Elkhart County Historical Museum, 124 South Main Street.*

EXHIBIT #2: *A Jan. 30, 2025 memorandum from City Director of Public Works & Utilities Dustin Sailor to the Board of Works regarding the requested utility connection and parking hard surface variance request for 916 S. 8th Street.*

EXHIBIT #3: *Photos provided to the Board by City Director of Public Works & Utilities Dustin Sailor showing gravel driveway conditions at 1707 West Clinton Street.*



APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Jeffery Weaver, City of Goshen Deputy Clerk-Treasurer



**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 Public Works and Safety

FROM: Goshen Engineering

RE: **NORTH GOSHEN NEIGHBORHOODS TREE REMOVAL
PROJECT NO. 2024-0029**

DATE: February 6, 2025

The Clerk-Treasurer's Office has received bids from contractors today for the North Goshen Neighborhoods Tree Removal project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Requested Motion: **Open bids received from Contractors for the North Goshen Neighborhoods Tree Removal project and read the Total Base Bid amount and refer the bids to the Engineering Department.**



Jason Hall

Phone: 574-535-3761

E-Mail: hitman3334444@hotmail.com

- What: customer appreciation sale / car show
- When: May 17th 2025 10 am to 4 pm
- Where: Parking lot behind John Hall's True Value off 3rd street.
- Amount of space needed: 89' x 170' (approximately 35 parking spots)

We will be using caution tape to section off the parking lot so that people will know what area is for.

W Washington St



J
V
H



S 3rd St

S



Stormwater Department

CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT AT 412 & 414 RIVERSIDE BLVD**

DATE: February 6, 2025

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 412 & 414 Riverside Blvd. This property has passed its final building inspection and the project is substantially complete except for; 3,000 feet of stabilization on previously disturbed areas, one large species of tree planted along Riverside Blvd, and the south facing door of the detached garage at 416 N Riversdie is to be walled off to eliminate access. These final requirement cannot be completed at this time due to weather conditions.

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner Keith Yoder agrees to complete all work by June 15, 2025. The expected cost of work is less than \$2,000 so there is no surety required.

Requested Motion: Approve and authorize the Board to execute the Agreement with Keith Yoder for the Completion of the project at 412 & 414 Riverside Blvd.

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on February 6, 2025, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Keith Yoder

and, if the builder is responsible for completing the remaining work,

Builder: _____

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 412 and 414 Riverside Blvd, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2025, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 3,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: One large species tree in the front along Riverside Blvd

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20____.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20____.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

- Install approximately _____ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: _____

- Other: South facing door of detached garage at 416 N Riverside to be walled off to eliminate access.

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- Permittee agrees to provide Goshen a surety in the amount of _____ Dollars (\$ _____) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

- Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances

and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Address for Permittee:

Property Owner: Keith Yoder
72803 CR 37
Syracuse, IN 46567

Builder: _____

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

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

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

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

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

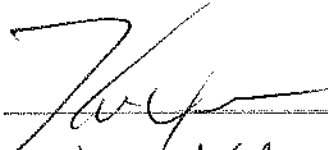
Property Owner:

Signature: _____

Printed: _____

Title (if any): _____

Date: _____


Keith Yoder

1/31/25

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: _____

Printed: _____

Title: _____

Date: _____

Goshen:

Gina Leichty, Mayor

Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

Michael Landis, Board of Works and Safety

Date: _____

Mary Nichols, Board of Works and Safety

Date: _____

Orv Myers, Board of Works and Safety

Date: _____

Barb Swartley, Board of Works and Safety

Date: _____