



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., February 27, 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: Jan. 23, Feb. 6 & Feb. 20, 2024 Regular Meetings

Approval of Agenda

- 1) Fire Department request:** Approve the promotion of **Matthew Whitford** to the rank of Fire Lieutenant, effective Feb. 15, 2025
- 2) Fire Department request:** Approve the promotion of **John Szuba** to the rank of Fire Sergeant, effective Feb. 15, 2025
- 3) Fire Department request:** Accept resignation of **Wesley White**, effective Feb. 28, 2025
- 4) Police Department request:** Approve the hiring of **Wyatt R. Vicary** #239 for the position of probationary patrol officer, effective Feb. 24, 2025
- 5) Police Department request:** Approve the hiring of **Manuel Alejandro Torres** #240 for the position of probationary patrol officer, effective Feb. 24, 2025
- 6) Police Department request:** Approve the hiring of **Kody M. Rucker** #241 for the position of probationary patrol officer, effective Feb. 24, 2025
- 7) Downtown Goshen Inc. requests:** Approval for multiple street closures and related City resources and services for **2025 First Friday activities**
- 8) Premiere Signs request:** Approval to close the alley between South 3rd St. and South Main St. at the First Source Bank building, for four hours on Feb. 28, 2025 to install a new lighted wall sign to identify the **Boys and Girls Clubs** of Elkhart County's corporate offices
- 9) Mayor's Office request:** Approve agreement with **Eyedart Creative Studio** for City of Goshen 2025 marketing and communication services at a total monthly cost of \$4,544.40



10) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with **M&M Fire Protection and Security** for fire and security monitoring services for City Municipal Buildings

11) Legal Department request: Approve agreement with **Beacon Occupational Health, LLC** for state Department of Transportation drug and alcohol testing for the City's CDL drivers

12) Legal Department request: Approve Resolution 2025-03, Approving a **Revised City of Goshen Police Department Policy** and Repealing a Certain Policy, effective March 6, 2025

13) Legal Department request: Approve Resolution 2025-04, Interlocal Agreement with the County of Elkhart for **Animal Control Services**

14) Legal Department request: Approve and ratify the **Ambulance Transport Agreement** between the City and Goshen Hospital Association, Inc. to provide non-medically necessary ambulance transport services for Goshen Hospital for mental health patients

15) Engineering Department request: Approve/authorize the Board to execute agreement with Greencroft Goshen for the **completion of project** at 2087 Whispering Pines Court

16) Engineering Department request: Approve/authorize the Board to execute agreement with Greencroft Goshen for the **completion of project** at 2089 Whispering Pines Court

Privilege of the Floor

REVIEW/COMPLIANCE HEARINGS ON BUILDING COMMISSIONER ORDERS:

4:00 p.m., Feb. 27, 2024

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

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

17) 423 North 5th Street (Ronald E. Davidhizar, property owner)

18) 511 North 5th Street (Ronald E. Davidhizar, property owner)

19) 513 North 5th Street (Ronald E. Davidhizar, property owner)

20) 601 North 5th Street (Ronald E. Davidhizar, property owner)

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE JANUARY 23, 2025 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Deputy Mayor Mark Brinson, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley
Absent: Mayor Gina Leichty

CALL TO ORDER: Deputy Mayor Brinson, substituting for Mayor Leichty called the meeting to order at 4:01 p.m. The Deputy Mayor announced that he was presiding in the Mayor's absence from the City. On Jan. 15, 2025, Mayor Leichty signed City Executive Order 2025-01 (**EXHIBIT #1**) designating the Deputy Mayor to serve as acting executive with all the powers of the office, including serving as a member of the Board of Public Works & Safety, during her absence, Jan. 18 through Jan. 26, 2025.

REVIEW/APPROVE MINUTES: No minutes were available to review/approve.

REVIEW/APPROVE AGENDA: Deputy Mayor Brinson presented the agenda as prepared by the Clerk-Treasurer. Board member Barb Swartley made a motion to approve the agenda as presented. Board member Mike Landis seconded the motion. The motion passed 5-0.

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

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 were due by 3:45 p.m. on Jan. 23, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting. The Legal Department asked that the Board to open any and all sealed bids submitted for consideration and return all bid packages to the Legal Department for review.

Deputy Mayor Brinson asked if there are any additional bids to be submitted to the Board. There were not. He then announced that the following bids were received:

- ERS Wireless, Elkhart, IN: \$77,316.04
- J&K Communications, Inc., Columbia City, IN: \$180,596.35

Swartley/Landis made a motion to forward all bids received for a new UHF digital radio station to the City Legal Department for review. The motion passed 5-0.

2) Fire Department request: Approve the promotion of Michael Hamby to the rank of Division Chief of Training, retroactive to Jan. 10, 2025

City Fire Chief Anthony Powell asked the Board to approve the promotion of Michael Hamby to the rank of Division Chief of Training within the Goshen Fire Department, effective Jan. 10, 2025.

Chief Powell said, "Mike has served as a shift instructor for the department and has been instrumental in the development and success of the Recruit Academy. Mike will undoubtedly be an outstanding leader for the training division, bringing his expertise, dedication, and passion for education to this critical role."

Swartley/Landis made a motion to approve the promotion of Michael Hamby to the rank of Division Chief of Training, effective Jan. 10, 2025. The motion passed 5-0.

Deputy Mayor Mark Brinson then swore into office Division Chief of Training Michael Hamby.

3) Fire Department request: Approve the promotion of Lieutenant Andrew Priem to the rank of EMS Supervisor in charge of Mobile Integrated Health (MIH), effective Jan. 10, 2025



City Fire Chief Anthony Powell asked the Board to approve the promotion of Lieutenant **Andrew Priem** to the rank of EMS Supervisor in charge of Mobile Integrated Health (MIH) within the Goshen Fire Department, effective Jan. 10, 2025.

Chief Powell said, "Andrew has served with the department for 11 years and has been instrumental in strengthening the EMS Division and developing the Mobile Integrated Health Program. Andrew will undoubtedly be an outstanding leader within the EMS Division and the MIH program for the City, bringing his expertise, dedication, and passion for healthcare to this critical role."

Swartley/Landis made a motion to approve the promotion of Lieutenant Andrew Priem to the rank of EMS Supervisor in charge of Mobile Integrated Health (MIH), effective Jan. 10, 2025. The motion passed 5-0.

Deputy Mayor Mark Brinson then swore into office Andrew Priem as the EMS Supervisor in charge of Mobile Integrated Health (MIH).

4) Fire Department request: Approve the promotion of Colten Cox to the rank of EMS Lieutenant, retroactive to Jan. 10, 2025

City Fire Chief Anthony Powell asked the Board to approve the promotion of **Colten Cox** to the rank of EMS Lieutenant within the Goshen Fire Department, effective Jan. 10, 2025.

Chief Powell said, "Colten has consistently exemplified dedication, professionalism and a commitment to the department's mission and values. I am confident that Colten's promotion to lieutenant will further enhance the department's capabilities and the quality of service we provide to the community."

Swartley/Landis made a motion to approve the promotion of Colten Cox to the rank of EMS Lieutenant within the Goshen Fire Department, effective Jan. 10, 2025. The motion passed 5-0.

Deputy Mayor Mark Brinson then swore into office EMS Lieutenant Colten Cox.

5) Fire Department request: Approve the promotion of Colten Cox to the rank of Fire Sergeant, retroactive to Jan. 10, 2025

City Fire Chief Anthony Powell asked the Board to also approve the promotion of **Colten Cox** to the rank of Fire Sergeant within the Goshen Fire Department, effective Jan. 10, 2025. The Chief said Cox tested the highest for both ranks and merited promotion to both ranks – one for EMS and one for Fire.

Chief Powell said, "Colten has consistently exemplified dedication, professionalism, and a commitment to the department's mission and values. I am confident that Colten's promotion to Fire Sergeant will further enhance our department's capabilities and the quality of service we provide to the community."

Swartley/Landis made a motion to approve the promotion of Colten Cox to the rank of Fire Sergeant within the Goshen Fire Department, effective Jan. 10, 2025. The motion passed 5-0.

Deputy Mayor Mark Brinson then swore into office Fire Sergeant Colten Cox.

6) Benham Block, LLC request: Approve the placement of a dumpster in a public parking space on East Lincoln Avenue, near the 208 East Lincoln Avenue apartment, for demolition purposes, from Jan. 24, 2025 to March 24, 2025

Christopher Stoltzfus, on behalf of Benham Block, LLC, asked the Board to approve placement of a dumpster in the parking spaces in front of 208 East Lincoln Avenue for building renovations from Jan. 24 to March 24, 2025. To enhance safety, **Stoltzfus** said traffic cones will be placed on the two sides of the dumpster, which will be placed no closer than 100 feet from the intersection. He also said workers will place wood blocking under the dumpster to prevent damage to the asphalt pavement.

Board member Landis asked who typically uses the parking spaces in front of the building. **Stoltzfus** said tenants of an upstairs apartment usually park two vehicles in the spaces. He said he would inform the tenants of the work.



Board member Swartley asked if the work would impede pedestrians using the sidewalk. **Stoltzfus** said it would not; the only impediment would be when debris is moved from the building to the dumpster.

Deputy Mayor Brinson asked if there were any City staff comments on the request.

City Project Manager Andrew Lund said **Stoltzfus** correctly outlined the approval conditions suggested by the Engineering Department. He also reminded the applicant to provide a copy of the dumpster provider's insurance policy for the City.

Swartley/Landis made a motion to approve placement of a dumpster in a public parking space in front of 208 East Lincoln Avenue for demolition debris subject to the conditions of the City Engineering Department from Jan. 24 to March 24, 2025. The motion passed 5-0.

7) Colleen Caskey and David Weaver request: Approve connection to City sewer system from an accessory building at 1012 South 7th Street

Dale Klassen, a contractor for Colleen Caskey and David Weaver, said the City has approved construction of a new garage which will include a living space. He said the applicants want to include a bathroom and need a City sewer connection.

In response to a question from the **Deputy Mayor**, **Klassen** said the City Board of Zoning Appeals approved the project at its meeting on Nov. 26, 2024. He said the plan was approved after the location was slightly modified.

Board member Swartley noted that there were questions about the placement of the garage and asked if all issues had been resolved. **Klassen** said the issue was about the northside setback and the vacated alley and NIPSCO and so, the applicant agreed to move the garage 3-foot-4-inches away from the property line.

City Director of Public Works & Utilities Dustin Sailor said the applicant is seeking approval for a subordinate utility to the primary structure, which a City ordinance allows the Board to approve. He said the Engineering Department reviewed the request and doesn't have any serious concerns.

Still, **Sailor** said in general the City is "not entirely favorable with having bathrooms in garage areas "just because we don't have pretreatment that is associated with residential properties. We want to make sure there's not oil" flowing into the sewer. He noted there won't be floor drains in the bathroom or garage.

Sailor said "it's still unclear how deep these are, so the water service says it will be five feet deep from the house to the garage, which is the requirement. And we typically stipulate that the sanitary service needs to be at least 36 inches deep. I don't think at this point anybody knows what the sewer depth is at the home."

Sailor said the applicant won't need to pay tap fees as they will be tying into their existing service, but they will need to pay inspection fees and acknowledge that the subordinate structure is ineligible for the utility protection plan.

Board member Landis asked what will happen if the sewer line is at a depth of less than three feet. **Sailor** said under certain circumstances the City will allow a sewer line of no less than 18 inches, but it would have to be insulated for the entire run until it reaches three feet and the other option would be to install a lift pump.

Board member Landis asked if the Board would need to impose the standard condition about what would happen if the home and garage were ever separated. **Sailor** said the City Board of Zoning Appeals identified that the properties could not be separated, but the Board of Public Works "should also make that statement that should they ever separate, then the utilities should also be separated to the public main."

City Building Commissioner Myron Grise said he has seen a couple of different drawings for the project with different dimensions. He said the project "definitely has to be brought up to today's code." He said the car area must be separate from the living space and the building must be at least 36 inches from the property line.

Deputy Mayor Brinson pointed out that the Board would not need to impose those conditions; they would need to be approved by the City Building Department. **Grise** agreed.

There was no additional City staff or public comments.



Swartley/Landis then made a motion to approve the request to connect a new accessory building to the sewer system at 1012 South 7th Street subject to the sewer line meeting the City Engineering Department's requirements and further, should the home and the garage ever be separated, a separate sewer line and separate water line would need to be installed to the subordinate building. The motion passed 5-0.

8) Leland and Dorothy Miller request: Approve an adjustment to the lower rate for the Oct. 28, 2024 sewer billing period

Dorothy Miller said she and her husband, Leland, missed the required shutoff date for their sprinkler system sewer line and didn't realize that until Oct. 25, 2024, when their sprinkler service came to their home and shut off water flowing to the sprinklers. She said that's when they discovered they were being charged the City's higher rate, which is imposed after the summer sprinkling season.

Although she conceded it was the couple's fault for missing the City's deadline, **Miller** asked for a billing adjustment to the lower rate, which was \$58, compared with the bigger sewer fee of \$272. She noted that since they were not using their sprinklers, extra water did not flow into the sewer system.

City Water & Sewer Office Manager Kelly Saenz said that pursuant to the City's ordinance a lower rate for sewer service is charged for bills issued May 1 through October 1. She said the City's records showed that the Millers watered outside that period and so their November bill included the full sewer rate.

Saenz said the Utility office cannot issue a credit on the bill because there was not a sprinkler system leak and there was usage outside summer sewer discounted rate. If the Board granted this request, Saenz said the Miller's credit would be \$134.92.

Deputy Mayor Brinson asked **Saenz** if she had any concerns about approving the request. **Saenz** said, "I would have concerns. We do have other customers that do water outside the summer sewer (period), either just because they forget, or just because they just simply do." And if the Board grants the request, Saenz said other customers will make the same request.

Board member Landis said in the typical case when the Board is asked to approve a lower rate the key question is whether the water flowed into the sewer system and can that be proved because there was a leak. He said in this case, the records show the water usage was high into October, but that the water probably didn't flow into the sewer. He said he was sympathetic to the Miller's request.

Saenz responded, "I think the other issue I wanted to point out is, if you make that determination that you want to grant this request, because you can clearly see that they were watering, the Utility Office is going to be caught in a kind of a sticky situation because we do go out, and we do verify leaks for customers if they want." However, she said the City can't make that determination whether a leak occurred or whether they were just watering ... because we can't go out and see."

Because of that, **Saenz** said "the summer sewer (rate) is automatically given to every customer, whether they're watering or not. It has nothing to do with them watering their lawn. It's just something that we give them. Every customer gets it unless they have a separate water meter. So, I just, I want you to understand that if we have to determine whether someone is watering, or they have a leak that's going to be difficult to determine that."

Board member Landis asked about the cost to install a water meter on a sprinkler system. **Saenz** said the cost is between \$400 and \$500. She added, "They also would no longer be eligible for that summer sewer (rate), but they would only be billed on for water, and they're able to right now. They're able to turn the billing off in the wintertime. We do allow that."

Asked to provide his perspective, **Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department**, said "Unless we're driving around and we see somebody sprinkling, that's the only way we're going to be able to verify" water usage.



Shepherd continued that in case where a pipe broke “that’s easy to tell. I could see where it was going on the ground, those are a little easier to take care of ... Mostly it’s pipe leaks and things of that nature, but with sprinkling, there’s going to be really no way for us (to tell) unless we physically see them sprinkling.”

Board member Swartley said, “I’m kind of torn.”

Deputy Mayor Brinson said, “We can’t physically be out there and know when somebody’s sprinkling, but we’re relying on the property owner to be honest with us as far as what they’re sprinkling pattern is.”

Board member Landis said that even if the Board is sure of what happened in this case, others also may request a lower fee outside the discounted period. Still, he added that he also was “torn” on what to do in this case.

Board member Swartley said she likes to consider such requests from the public, but “with regret” said she would be recommending denial of the Miller’s request.

Swartley/Landis then made a motion to deny the request The motion passed 5-0.

9) Community Development request: Acknowledge the Conflict of Interest disclosures for Councilor Megan Peel and Council President Brett Weddell

Community Development Specialist Theresa Cummings asked the Board to acknowledge the Conflict of Interest disclosures for **Councilor Megan Peel** and **Council President Brett Weddell**.

In memos to the Board, **Cummings** indicated that **Megan Peel**, elected City Council member, is employed by Lacasa as its Development and Communications Manager. She said Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2024 which runs from July 1, 2024 to June 30, 2025. Cummings wrote that Peel has agreed that in her role as a Council member, she will recuse herself in all matters relative to Lacasa to avoid a perceived conflict of interest.

A public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually, as long as Peel is serving in both capacities as Council member and as an employee of Lacasa. This annual disclosure is to cover fiscal year 2025.

Cummings also indicated that **Brett Weddell**, elected Common Council member, serves on Lacasa’s Board of Directors. She said Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2024. In the interest of full transparency, Cummings wrote that Weddell was disclosing his service relative to Lacasa, noting that it is a volunteer position. Weddell has agreed that in his role as a Council member, he will recuse himself in all matters between the City CDBG program relative to Lacasa to avoid a perceived conflict of interest.

A public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually as long as Weddell is serving in both capacities as a council member and as a board member of Lacasa. This annual disclosure is to cover fiscal year 2025.

City Attorney Bodie Stegelmann said the federal Department of Housing and Urban Development has a broader conflict of interest standard than the State of Indiana which is why the Councilors might have to recuse themselves from consideration from certain matters involving Lacasa.

Swartley/Landis made a motion to acknowledge the Conflict of Interest disclosures from Councilor Megan Peel and Councilor Brett Weddell. The motion passed 5-0.

10) Legal Department request: Accept the Uniform Conflict of Interest Disclosure statements filed by James Kolbus and Donald Shuler

City Attorney Bodie Stegelmann told the Board that **Jim Kolbus** and **Don Shuler** are submitting Uniform Conflict of Interest Disclosure Statements to the Board of Public Works and Safety for acceptance at this public meeting.

Stegelmann said the City has contracted with the law firm of Barks, Kolbus, Rife & Shuler, LLP (or its predecessors) for legal services for many years.



Stegelmann said the terms of the new agreement for the provision of legal services in 2025 specifically includes the City's employment of Jim Kolbus as Planning and Zoning Attorney, and Don Shuler as Assistant City Attorney, and their duties in the respective positions. The agreement also sets forth the rates for all other legal services rendered by the law firm that are not otherwise covered by the employment of Kolbus and Shuler with the City.

Swartley/Landis made a motion to accept the Uniform Conflict of Interest Disclosure Statements filed by James Kolbus and Donald Shuler. The motion passed 5-0.

11) Legal Department request: Approve the agreement with Cripe Design LLC for Schematic Design Feasibility Study services for the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building on 5th Street, and the South Lower-Level wing of the old Elkhart County Courthouse at a cost not-to-exceed \$11,000

City Attorney Bodie Stegelmann told the Board that the City wants to enter into an agreement with Cripe Design LLC to update and further develop previous Schematic Design plans for the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5th Street, and the South Lower-Level wing of the old Elkhart County Courthouse building located at 101 North Main Street.

Stegelmann said Cripe Design, LLC will perform the Schematic Design architectural services at an hourly rate \$150 plus expenses with a not-to-exceed of \$11,000. DJ Construction has offered to provide schematic design level budgeting and construction schedule services for the City at no charge.

Swartley/Landis made a motion to approve the agreement with Cripe Design LLC for Schematic Design Feasibility Study services for the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5th Street, and the South Lower-Level wing of the old Elkhart County Courthouse at a cost not-to-exceed \$11,000. The motion passed 5-0.

12) Legal Department requests: Award the bid for the purchase of combination sewer jetter rodder truck to Best Equipment Company as the lowest responsible and responsive bidder; declare the 2016 Vactor 2100 Plus truck as surplus equipment with a value of \$130,000 and allow it be used as a trade-in for the purchase of a new combination sewer jetter rodder truck and approve and authorize the Mayor to execute the agreement with Best Equipment for the purchase of a combination sewer jetter rodder truck for the total sum of \$455,977

City Attorney Bodie Stegelmann told the Board that the City solicited sealed bids for the purchase of a combination sewer jetter rodder truck for the Water & Sewer Department in accordance with Indiana Code § 5-22-8-3. In addition to the purchase price of the equipment, **Stegelmann** said the bid package included an option for a trade-in value offer for a 2016 Vactor 2100 Plus.

Below is a summary of the bids submitted:

| <i>Vendor</i> | <i>Base price</i> | <i>Trade-in value</i> | <i>Total bid price</i> |
|-------------------------|-------------------|-----------------------|------------------------|
| Best Equipment Company | \$585,977.00 | \$130,000 | \$499,977.00 |
| Jack Doheny Company | \$595,310.37 | \$100,000 | \$495,310.37 |
| Brown Equipment Company | \$599,789.00 | \$20,000 | \$579,789.00 |

Stegelmann recommended that **Best Equipment** be awarded the contact for the purchase of the combination sewer jetter rodder truck as the lowest responsible and responsive bidder. He further recommended that the Board approve and authorize the Mayor to execute an agreement with Best Equipment for the purchase of a combination sewer jetter rodder truck. Best Equipment Company will be paid \$455,977 for this equipment which constitutes the purchase price of \$585,977 minus a trade-in allowance of \$130,000 for a 2016 Vactor 2100 Plus.



Swartley/Landis made a motion to award the bid for the purchase of combination sewer jetter rodder truck to Best Equipment Company as the lowest responsible and responsive bidder and declare the 2016 Vactor 2100 Plus truck as surplus equipment with a value of \$130,000 and allow it be used as a trade-in for the purchase of a new combination sewer jetter rodder truck and to approve and authorize the Mayor to execute the agreement with Best Equipment for the purchase of a combination sewer jetter rodder truck for the total sum of \$455,977. The motion passed 5-0.

13) Legal Department request: Ratify the acceptance of the easement at 1566 Regent Street from Ryan's Place, Inc. for City of Goshen utility purposes

City Attorney Bodie Stegelmann recommended that the Board ratify the acceptance of the attached easement from Ryan's Place, Inc. He said the easement is for Goshen City utility purposes and is part of the real estate at 1566 Regent Street.

Swartley/Landis made a motion to ratify the acceptance of the easement at 1566 Regent Street from Ryan's Place, Inc. The motion passed 5-0.

14) Engineering Department request: Approve the installation of a sign for reserved parking for persons with disabilities at 211 Queen Street, to be renewed annually

City Project Manager Andrew Lund told the Board that the Goshen Street Department received a request for the establishment of a reserved parking space for persons with permanent disabilities at 211 Queen Street.

Lund said the resident, Joseph Duis, explained that he and his mother, who also lives at 211 Queen Street, have permanent disabilities, and that his mother is wheelchair-bound. He said that they have had issues with other vehicles parking in front of their front steps.

Lund said the resident has a current handicapped sticker for his vehicle, and he explained that they use a foldable ramp that fits over the front steps. Duis also confirmed that he rents the house from Ronald Davidhizar.

Lund said the request was brought to the Jan. 16, 2025, Traffic Commission meeting. Commissioners voted unanimously with a recommendation to approve the installation of a reserved parking space and install a reserved parking for persons with disabilities (R7-8) sign at 211 Queen Street, with the requirement that the resident renew the request annually. He said there is no other accessible parking space.

In response to a question from **Board member Landis**, **Lund** said any motorists with a handicapped parking sticker could use the parking space. If needed, **Lund** said, another disabled parking spot could be established.

Swartley/Landis made a motion to approve the installation of a sign for reserved parking for persons with disabilities at 211 Queen Street, to be renewed on an annual basis. The motion passed 5-0.

15) Engineering Department request: Deny the request to restrict left turns from Denver Street onto Lincoln Avenue

City Project Manager Andrew Lund told the Board that during the 2024 Denver Street reconstruction, Goshen Engineering noted that there was inadequate sight distance for vehicles stopped at the Denver Street approach to Lincoln Avenue.

Lund said that based on standards established in the AASHTO's "Green Book" (A Policy on Geometric Design of Highways and Streets), a southbound vehicle driver at the stop sign on Denver Street cannot see far enough to the west to make a safe left turn movement into the eastbound lane of Lincoln Avenue.

Lund said Goshen Engineering brought the request to restrict left turns and install a No Left Turns (R3-2) sign on the Denver Street approach to the intersection to the Jan. 16, 2025, Traffic Commission meeting. Commissioners noted that the building blocking sight distance had been in place for a number of decades, and that the request to restrict turns was not the result of a traffic accident.



Commissioners voted unanimously with a recommendation to deny the request to restrict left turns and install an R3-2 sign. The Goshen Police Department later confirmed that the only accident at the intersection in the last five years was a head-on collision with a utility pole, and the driver had been on a cell phone at the time. In response to a question from **Board member Landis**, **Lund** clarified the traffic orientation at the location. **Swartley/Landis made a motion to deny the request to restrict left turns from Denver Street onto Lincoln Avenue. The motion passed 5-0.**

16) Engineering Department request: Approve Change Orders No. 12, 13 and 14, adding a total of \$14,127.26 (as non-participating project costs) to the total amount of the Wilden Avenue Reconstruction Project City Project Manager **Andrew Lund** told the Board that Goshen Engineering was presenting Change Order No. 12, Change Order No. 13, and Change Order No. 14 for the Wilden Avenue project.

Lund said the Indiana Department of Transportation (INDOT) requested these additional change orders to re-assign line item costs within the project as non-participating (or entirely local) expenses. Upon review with DLZ, the City's Construction Inspection consultant, Engineering staff agreed that the line items being re-assigned were due to locally initiated project additions or changes.

A summary of the change orders and additional non-participating costs was presented as follows:

Change Order No. 12 –\$6,041.16, Construction Engineering for water main additions, modular block retaining wall additions, and curb rework along the ADA ramp at 3rd Street, Curb and gutter replacement at SE quadrant of Wilden Ave & 3rd Street

Change Order No. 13 – \$7,390.00, Curb and gutter removal and rework at Wilden Ave & 5th Street, Curb and gutter removal at SE quadrant Wilden Ave & 3rd Street, Curb removal and rework near drive for 811 N Main, and Curb and gutter removal and rework at the Rock Run Creek bridge

Change Order No. 14 – \$ 696.00, Additional cost of upgrading to an epoxy coating for steel hand rails.

Lund said Change Orders No. 12, No. 13, and No. 14 re-assign a total of \$14,127.16 as non-participating cost, adding this to the total amount for which the City is solely responsible. The total of all change orders to date remains \$760,133.42, with an amended contract price of \$7,725,152.98, representing a total increase of 10.9%.

Lund asked the Board to approve Change Orders No. 12 through No. 14, adding a total of \$14,127.16 as non-participating project cost.

In response to a question from **Board member Landis**, **Lund** clarified the previous and current costs to the City. He added that the City is close to closing out the project.

Swartley/Landis made a motion to approve Change Orders No. 12 through No. 14, adding a total of \$14,127.16 as non-participating project costs to the project. The motion passed 5-0.

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

Deputy Mayor Brinson opened Privilege of the Floor at 5:02 p.m. There were no comments.

APPROVAL OF CIVIL & UTILITY CLAIMS

Deputy Mayor Brinson then made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Swartley seconded the motion. The motion passed 5-0.

ADJOURNMENT

Deputy Mayor Brinson adjourned the meeting at 5:03 p.m.



EXHIBIT #1: *City Executive Order 2025-01, which was signed by Mayor Gina Leichty on Jan. 15, 2025. The order designated Deputy Mayor Mark Brinson to serve as acting executive with all the powers of the office, including serving as a member of the Board of Public Works & Safety, during her absence from the City, Jan. 18 through Jan. 26, 2025.*

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member



ATTEST:

Richard R. Aguirre, Clerk-Treasurer



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE FEBRUARY 6, 2025 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:

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 30, 2025 Regular Meeting as prepared by Deputy Clerk-Treasurer Jeffery Weaver. Board Member Mary Nichols made a motion to approve the minutes as presented. Board member Barb Swartley 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 Swartley seconded the motion. The motion passed 5-0.

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

On behalf of the City Engineering Department, the City solicited sealed bids from contractors for the North Goshen Neighborhoods Tree Removal project. All sealed bids were due by 3:45 p.m. on Feb. 6, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting. City staff asked that the Board open any bids submitted and refer them to the Engineering Department for review.

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:

- **Cut-Rite Services, LLC, Bremen, Indiana \$62,700**
- **Homer Tree Service, Lockport, Illinois: \$233,000**
- **Wheatcraft Tree & Lawn LLC, Fort Wayne, Indiana: \$133,680**

Nichols/Swartley made a motion to forward all bids received for the North Goshen Neighborhoods Tree Removal project to the City Engineering Department for review. The motion passed 5-0.

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

Jason Hall of John Hall True Value Hardware, 205-207 South Main Street, told the Board that the store wants to hold a customer appreciation sale and car show in the rear public parking lot on May 17, 2025 from 10 a.m. to 4 p.m. Hall said the store wanted to use of a space measuring 89 feet by 170 feet consisting of about 35 parking space. He said store employees would be using caution tape to section off the portion of the parking lot used for the event. The adjoining alley would not be affected by the sale.

In response to a question from Mayor Leichty, Hall said he contacted managers of a neighboring event center whose patrons use the parking lot and no events are planned for May 17.

In response to a question from Board member Landis, Hall said the alley will remain open during the event and there would be access for police.



City Director of Public Works & Utilities Dustin Sailor said **City Project Manager Andrew Lund** reached out to Jason Hall, discussed the request and the Engineering Department had no concerns. Lund recommended that Hall confirm with neighboring properties that use of the northern part of City Lot B on May 17 will not be an issue. Lund said Hall indicated he would be asking the City Street Department for barricades and to have temporary “No Parking” signs posted in advance. Hall also confirmed to Lund that the alley would not be blocked.

Nichols/Swartley made a motion to approve the closure of parking spaces behind John Hall Hardware on May 17, from 10 a.m. to 4 p.m. The motion passed 5-0.

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.

On behalf of the Stormwater Department, **City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve an agreement for the Completion of Construction for the home at 412 and 414 Riverside Boulevard.

Sailor said 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 Boulevard and the south facing door of the detached garage at 416 North Riverside to be walled off to eliminate access. These final requirements cannot be completed at this time due to weather conditions.

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

NOTE: The property owner Keith Yoder agreed to complete all work by June 15, 2025. The expected cost of work was less than \$2,000, so there was no surety required to be filed with the City.

Nichols/Swartley made a motion to approve and authorize the Board to execute the agreement with Keith Yoder for the completion of the project at 412 and 414 Riverside Boulevard. 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 4:07 p.m. There were no comments.

Approval of Civil City and Utility Claims

As all matters before the Board of Public Works & Safety were concluded, **Mayor Leichty** and Board member **Swartley** moved to approve Civil City and Utility Claims and adjourn the meeting. The motion passed 5-0.

Adjournment

Mayor Leichty adjourned the Board of Public Works & Safety meeting at 4:07 p.m.

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE FEBRUARY 20, 2025 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:

CALL TO ORDER: Mayor Gina Leichty called the meeting to order at 4:13 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the draft minutes of the Feb. 13, 2025 Regular Meeting as prepared by Deputy Clerk-Treasurer Jeffery Weaver. Board Member Barb Swartley made a motion to approve the minutes as presented. Board member Mike Landis seconded the motion. The motion passed 5-0.

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

1) Engineering Department request: Approve the agreement with Phend & Brown for the 2024 Community Crossing Matching Grant Asphalt Paving project in the amount of \$4,522,82

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve an agreement with Phend & Brown for the 2024 Community Crossing Matching Grant Asphalt Paving project.

In a Feb. 20, 2025 memorandum to the Board, **Sailor** wrote that on Feb. 13, 2025, the City received proposals for the 2024 Community Crossing Matching Grant Asphalt Paving project. These were the results, including the alternate:

- Phend & Brown - \$4,522,827.00
- Niblock Excavating - \$4,649,715.10

After the bids were received, **Sailor** said an error was discovered in the quantity of Line Item No. 17 in the Plymouth Avenue bid. The quantity should have been 1,350 TON, not the 900 TON in the bid documents. At \$98 per TON, this will add \$44,100 to the contract price. He provided revised documents for the Board (**EXHIBIT #1**).

Sailor also mentioned that it was recently discovered that the City's 96 stormwater structures along Kercher Road were severely damaged and will need to be replaced at a cost of \$1.7 million aside from the paving project.

Sailor asked the Board to award the contract to Phend & Brown as the lowest responsive and responsible bidder, including the \$44,100.00 added for Plymouth Avenue Line Item 17.

Swartley/Landis made a motion to approve the agreement with Phend & Brown for the 2024 Community Crossing Matching Grant Asphalt Paving project in the amount of \$4,566,927. 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 4:17 p.m. There were no comments.

Approval of Civil City and Utility Claims

As all matters before the Board of Public Works & Safety were concluded, Mayor Leichty and Board member Landis moved to approve Civil City and Utility Claims and adjourn the meeting. The motion passed 5-0.

Adjournment

Mayor Leichty adjourned the Board of Public Works & Safety meeting at 4:18 p.m.



EXHIBIT #1: *Revised documents for agenda item #1, Approve the agreement with Phend & Brown for the 2024 Community Crossing Matching Grant Asphalt Paving project in the amount of \$4,522,82. The revision corrects an error in the quantity of Line Item No. 17 in the Plymouth Avenue bid. The quantity should have been 1,350 TON, not the 900 TON in the bid documents. At \$98 per ton, this will add \$44,100 to the contract price.*

APPROVED:

Mayor Gina Leichthy

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



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

February 4, 2025

To: Board of Works and Public Safety

RE: Promotion of Matthew Whitford to Fire Lieutenant

From: Fire Chief Anthony Powell

To the Board of Works and Public Safety,

It is my pleasure to formally request the promotion of Matthew Whitford to the rank of Fire Lieutenant for the Goshen Fire Department. Matt has successfully met all the standards and testing requirements for this promotion.

With over 21 years of dedicated service and experience, Matt brings a wealth of knowledge, leadership, and commitment to his new role. His expertise and dedication make him a valuable asset to the department and the community we serve.

I respectfully request that this promotion take effect on February 15, 2025.

Sincerely,

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

February 4, 2025

To: Board of Works and Public Safety

RE: Promotion of John Szuba to Fire Sergeant

From: Fire Chief Anthony Powell

To the Board of Works and Public Safety,

I respectfully request the promotion of John Szuba to the rank of Fire Sergeant for the Goshen Fire Department, effective February 15, 2025. John has successfully met the required standards and testing for this promotion, demonstrating his dedication and capability.

John has been a valued member of the Goshen Fire Department for nearly nine years, consistently exhibiting professionalism, leadership, and a strong commitment to serving the community. His experience and qualifications make him well-suited for this role.

Thank you for your consideration.

Sincerely,

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

February 21, 2025

To: Board of Works and Public Safety

RE: Resignation of Wesley White

From: Fire Chief Anthony Powell

To the Board of Works and Public Safety,

Wesley White has submitted his letter of resign from the Goshen Fire Department. Wes recently completed his nursing degree and has chosen to follow his passion for anesthesia by pursuing his CRNA.

We want to extend our heartfelt gratitude to Wes for his dedication and service to the City of Goshen and our department. His contributions have made a lasting impact, and we appreciate his commitment to our team and the community.

We know this was not an easy decision for him or his family, but we fully support his pursuit of this new opportunity. We wish Wes the very best as he embarks on this next chapter of his life.

I request his resignation be effective February 28, 2025.

Sincerely,

Anthony Powell

Fire Chief

Goshen Fire Department



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: February 27th, 2025

From: Chief Jose' Miller

Reference: The hiring of Wyatt Richard Vicary #239 for Probationary Patrol Officer

I am requesting that the Board of Public Works and Safety **approve the hiring of Wyatt R. Vicary for the position of probationary patrol officer.** Wyatt has passed all exams and has been approved by both the local and State pension boards. We are thrilled to have Wyatt as a new police officer serving our community. I would like this hiring to be **retroactive to Monday February 24th, 2025.**

Wyatt will be present for the Board of Works Meeting

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



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: February 27th, 2025

From: Chief Jose' Miller

Reference: The hiring of Manuel Alejandro Torres #240 for Probationary Patrol Officer

I am requesting that the Board of Public Works and Safety **approve the hiring of Manuel A. Torres for the position of probationary patrol officer.** Manuel has passed all exams and has been approved by both the local and State pension boards. Manuel was a previous reserve police officer in Goshen for several years. We are thrilled to have Manuel return to Goshen as a full-time police officer serving our community. I would like this hiring to be **retroactive to Monday February 24th, 2025.**

Manuel will be present for the Board of Works Meeting

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



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: February 27th, 2025

From: Chief Jose' Miller

Reference: The hiring of Kody M. Rucker #241 for Probationary Patrol Officer

I am requesting that the Board of Public Works and Safety **approve the hiring of Kody M. Rucker for the position of probationary patrol officer**. Kody has passed all exams and has been approved by both the local and State pension boards. We are thrilled to have Kody as a new police officer serving our community. I would like this hiring to be **retroactive to Monday February 24th, 2025**.

Kody will be present for the Board of Works Meeting

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



324 S 5th St. Goshen, IN 46528
amanda@eyedart.com
(574) 203-2034 ext. 6

Board of Works Request
Feb 13, 2025

Downtown Goshen Inc. is requesting multiple street closures for the year of 2025 for purposes of First Friday activities. Please see the attached document for maps and individual requests.

1. What parking spaces/streets do you want to close/use? Various
2. Why do you want to close them? What activities will take place? Downtown Goshen First Fridays
3. When do you want to start the closure, and when will the closure end? Various dates and times in 2025
4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? There are businesses on the street affected by the closure. They have been informed of our intent to attend the next Board of Works meeting in case of any concerns. These street closures can also be found online at downtowngoshe.org.
5. Do you require any barricades from the Street Department to accomplish the closure for your event? We will require barricades and orange fencing for various events. These specific details are listed on the attached document.

Thank you for your consideration.

Amanda Rose
Director of First Fridays
Eyedart Creative Studios

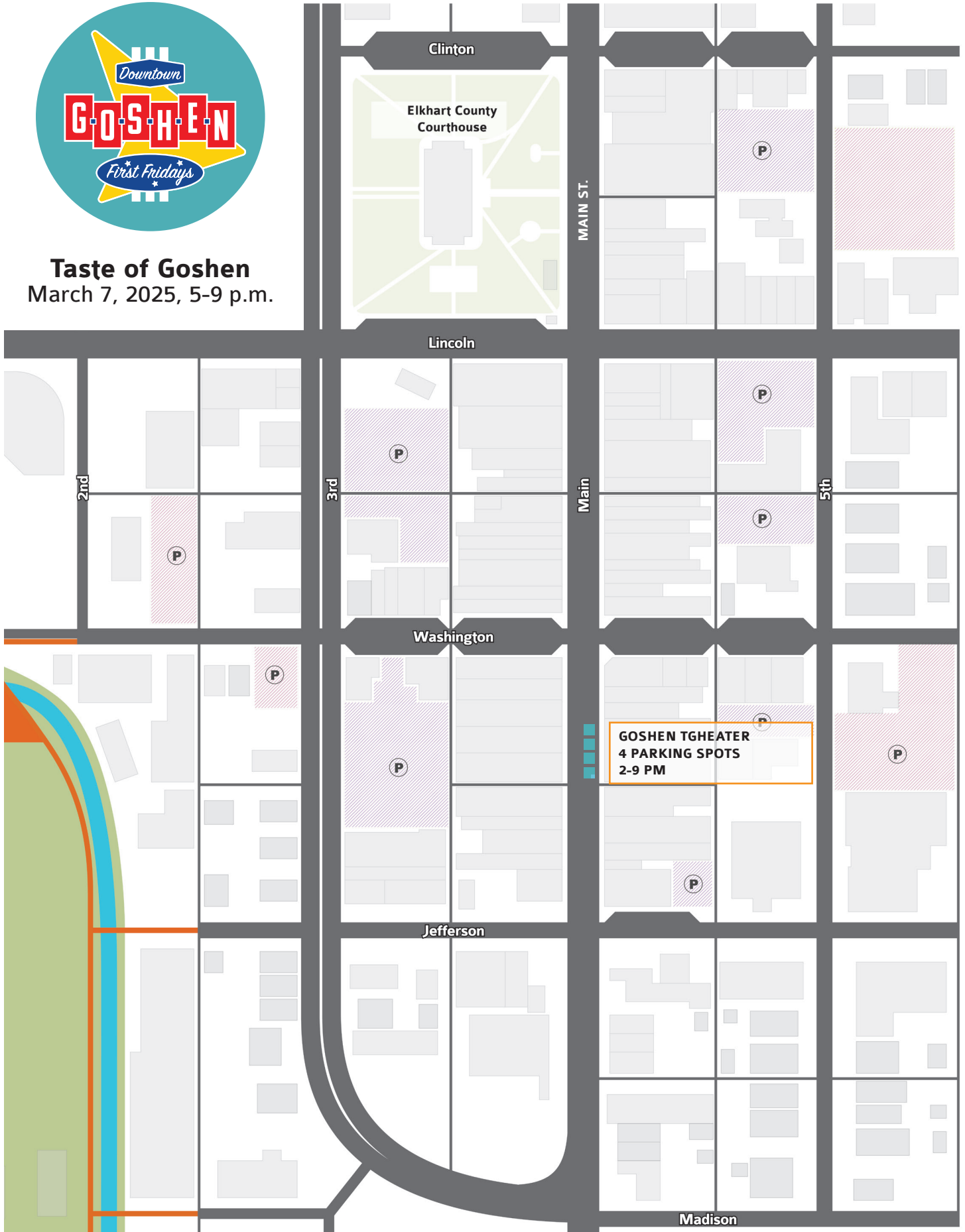


First Fridays 2025 City Needs

| Event Title | Street Closures & City Needs |
|--|--|
| March Taste of Goshen March 7, 2025 5 - 9 p.m. | 4 spots in front of Goshen Theater (216 South Main) from 2 pm -9 pm. |
| April Goshen Gives Back April 4, 2025 5 - 9 p.m. | 4 spots in front of Goshen Theater (216 South Main) from 2 pm -9 pm. |
| May Green Day Celebration May 2, 2025 5 - 9 p.m. | Main Street between Clinton and Lincoln and the half block of Main Street from Lincoln to the alley South from 1 to 11 pm. 4 parking spots on the north side of Lincoln next to the court house from 1 to 11 pm. 2 police officers from 6 to 10 pm. 2 sanitation crew from 6:30 to 9:30 pm. Trash trailer and blue cans in Lincoln Ave public parking lot. |
| June Wheels and Deals June 6, 2025 5 - 9 p.m. | Main Street from Jefferson to Lincoln from 1 to 11 pm. Orange fencing - please see map. Trash trailer behind Electric Brew with trash cans. 2 police officers from 6:00 to 10:00 pm. 2 sanitation crew from 6:30 to 9:30 pm. |
| July Stars & Stripes Social July 4, 2025 10 a.m - 2 p.m | Half of Goshen Brewing Company parking lot from 9 am to 3 p.m. - please see map. |
| August Goshen Games August 1, 2025 5 - 9 p.m. | Main Street from Jefferson to Washington from 8 am to 11 pm. Main Street from Washington to Lincoln and East Washington from 5th to Main from 1 to 11 pm. Orange fencing - please see map. 2 police officers from 6 to 10 pm. 2 sanitation crew from 6:30 to 9:30 pm. Trash trailer behind Electric Brew with trash cans. |
| September Bexbach Bash September 5, 2025 5 - 9 p.m. | Main Street between Clinton and Lincoln from 1 to 11 pm. 2 police officers from 6 to 10 pm. 2 sanitation crew from 6:30 to 9:30 pm. Trash trailer and blue cans in Lincoln Ave public parking lot. Orange fencing - see map. |
| October Harvest Festival October 3, 2025 5 - 8 p.m. | 8 spots in front of Goshen Theater from 2 pm - 9 pm. |
| November Goshen Light Parade November 7, 2025 5 - 9 p.m. | East Washington from the alley to Main from 1 to 11 pm. Parking lot next to City Hall for staging from 3 pm to 8 pm. Parking lot behind YAUB for staging from 3 pm to 8 pm. Please see the maps for specific staging closures. Parade route - 5th and Jefferson west to Main - north on Main to Clinton - east on Clinton to 5th - south on 5th to Jefferson. No parking along the parade route from 5 to 9 pm. The parade route closes at 6:45 pm. We will need the street department, police, and fire to help with traffic control and street reopening. 4 police from 6 to 10 pm. 2 sanitation crew from 6:30 - 9:30 pm. Trash trailer behind Electric Brew with trash cans. |
| December Hometown Holiday December 5, 2025 5 - 9 p.m. | West Washington from the alley to Main from 1 to 11 pm. Trash trailer behind Electric Brew with trash cans. 2 police officers from 6 pm to 10 pm. 2 sanitation crew from 6 to 9 pm. |

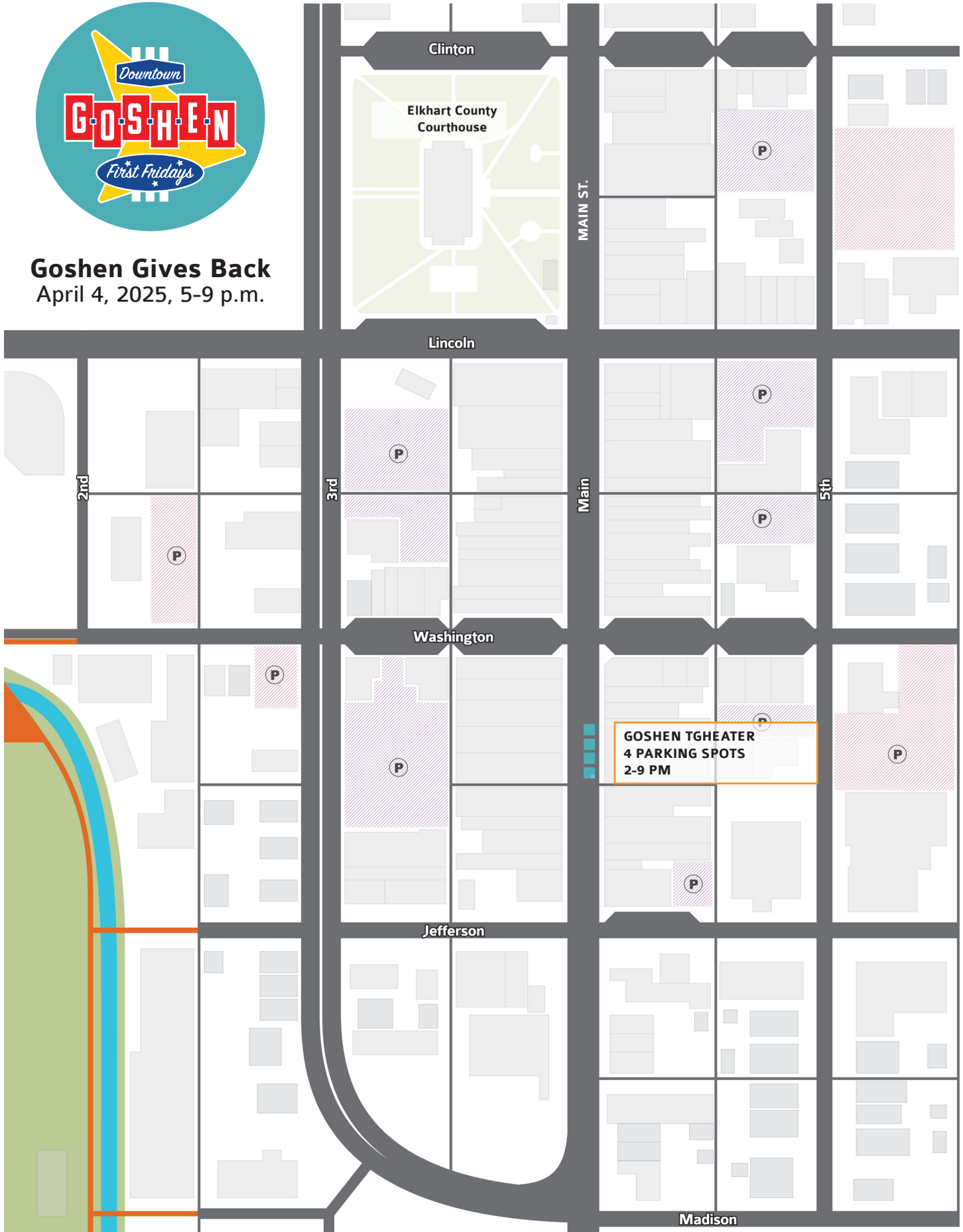


Taste of Goshen
March 7, 2025, 5-9 p.m.





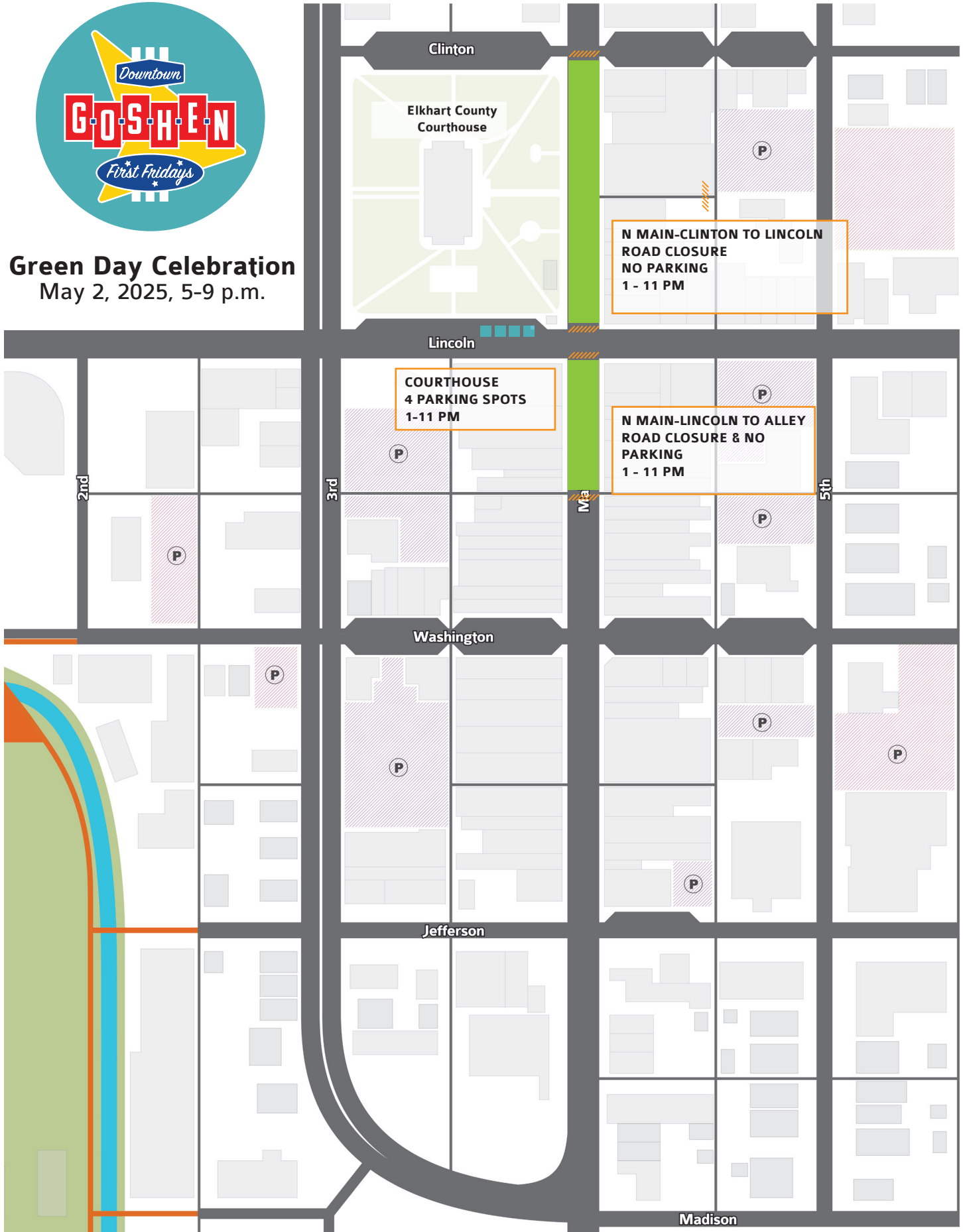
Goshen Gives Back
April 4, 2025, 5-9 p.m.





Green Day Celebration

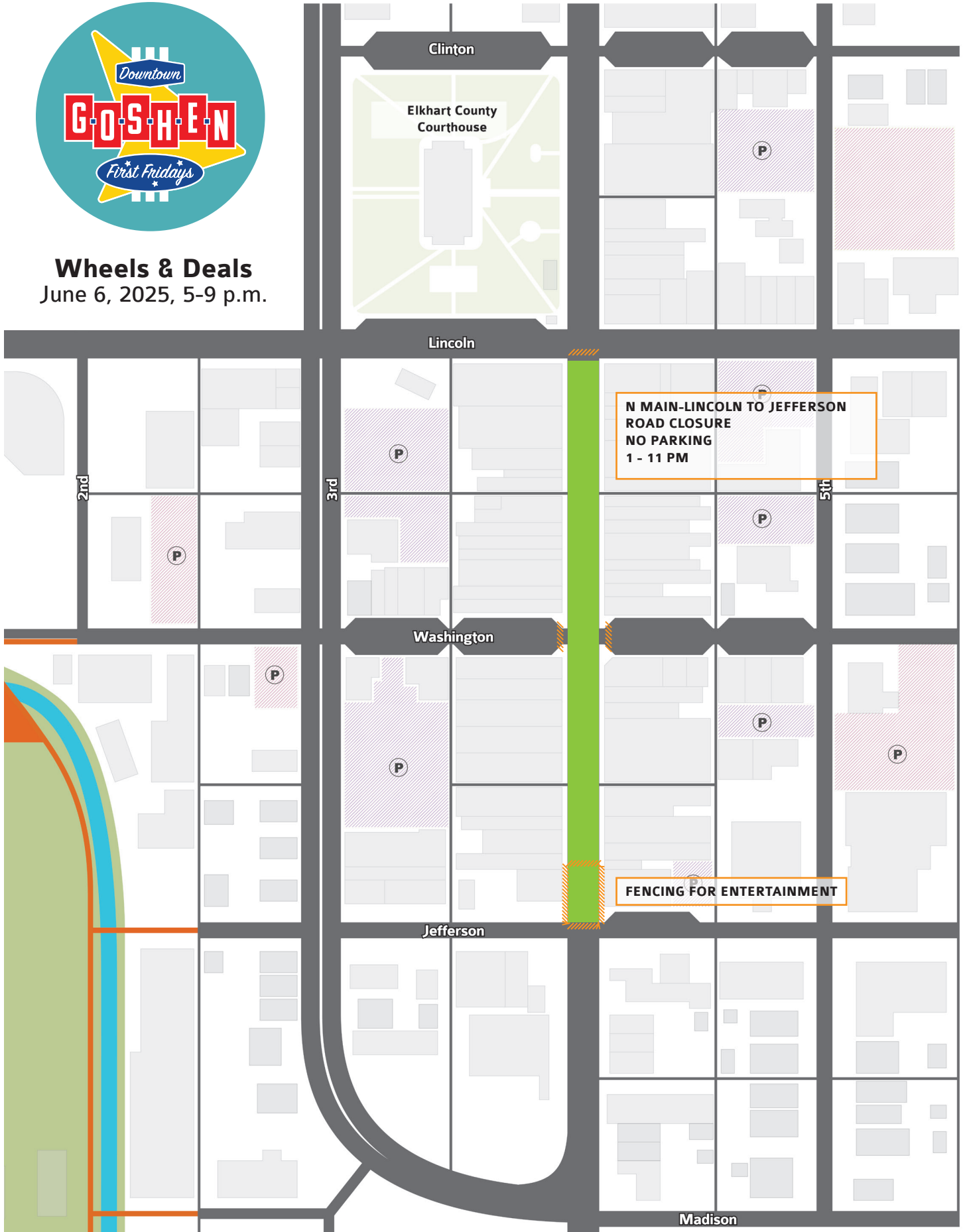
May 2, 2025, 5-9 p.m.





Wheels & Deals

June 6, 2025, 5-9 p.m.





Stars & Stripes
July 4, 2025, 10 a.m.-2 p.m.

W LINCOLN AVE

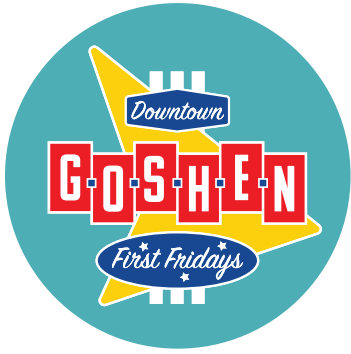
WATER ST.

INTERRA
CREDIT
UNION

HALF OF GBCO PARKING LOT
ROAD CLOSURE
NO PARKING
9 AM-3 PM

GOSHEN
BREWING
COMPANY





Goshen Games
August 1, 2025, 5-9 p.m.



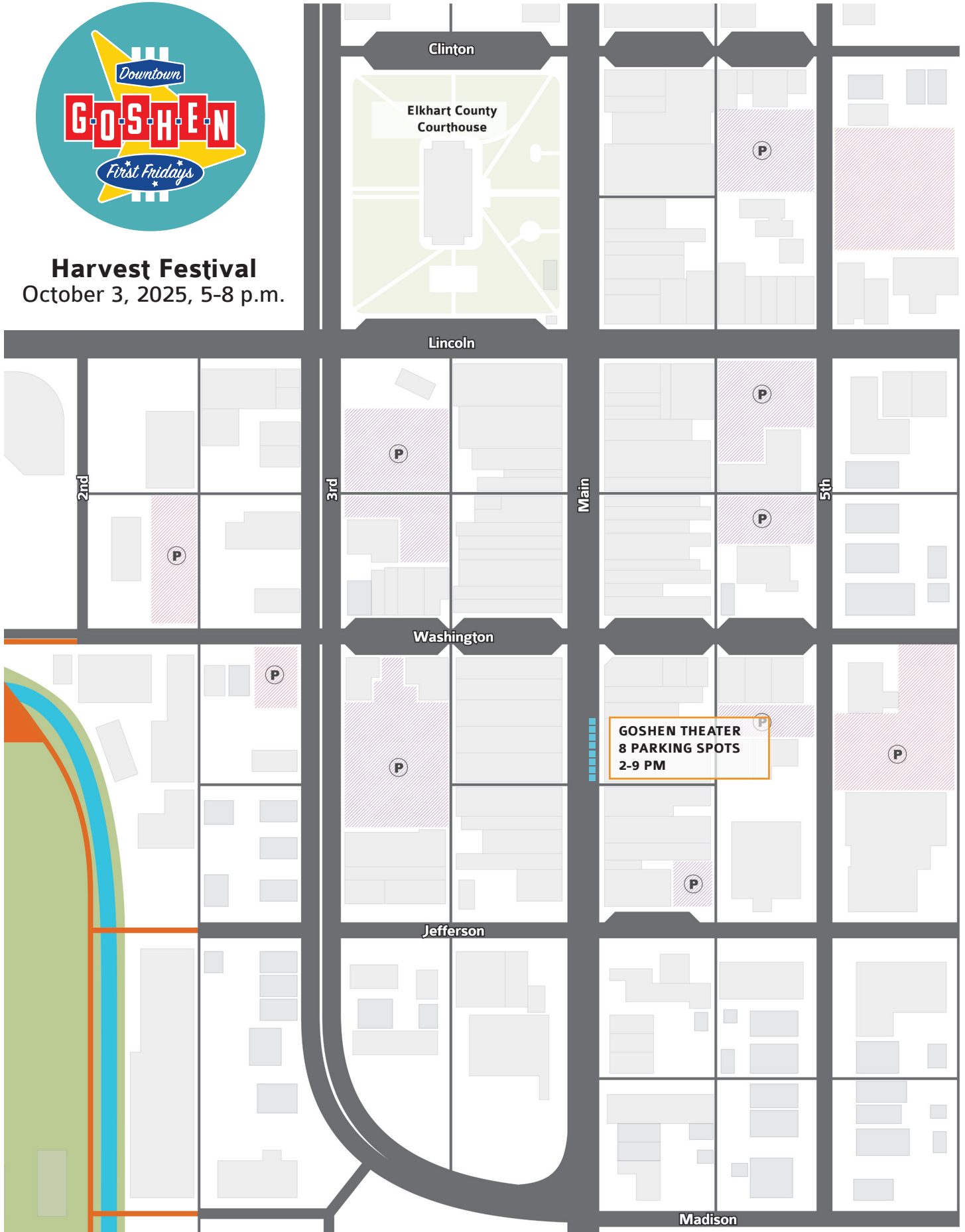


Bexbach Bash
September 5, 2025, 5-9 p.m.





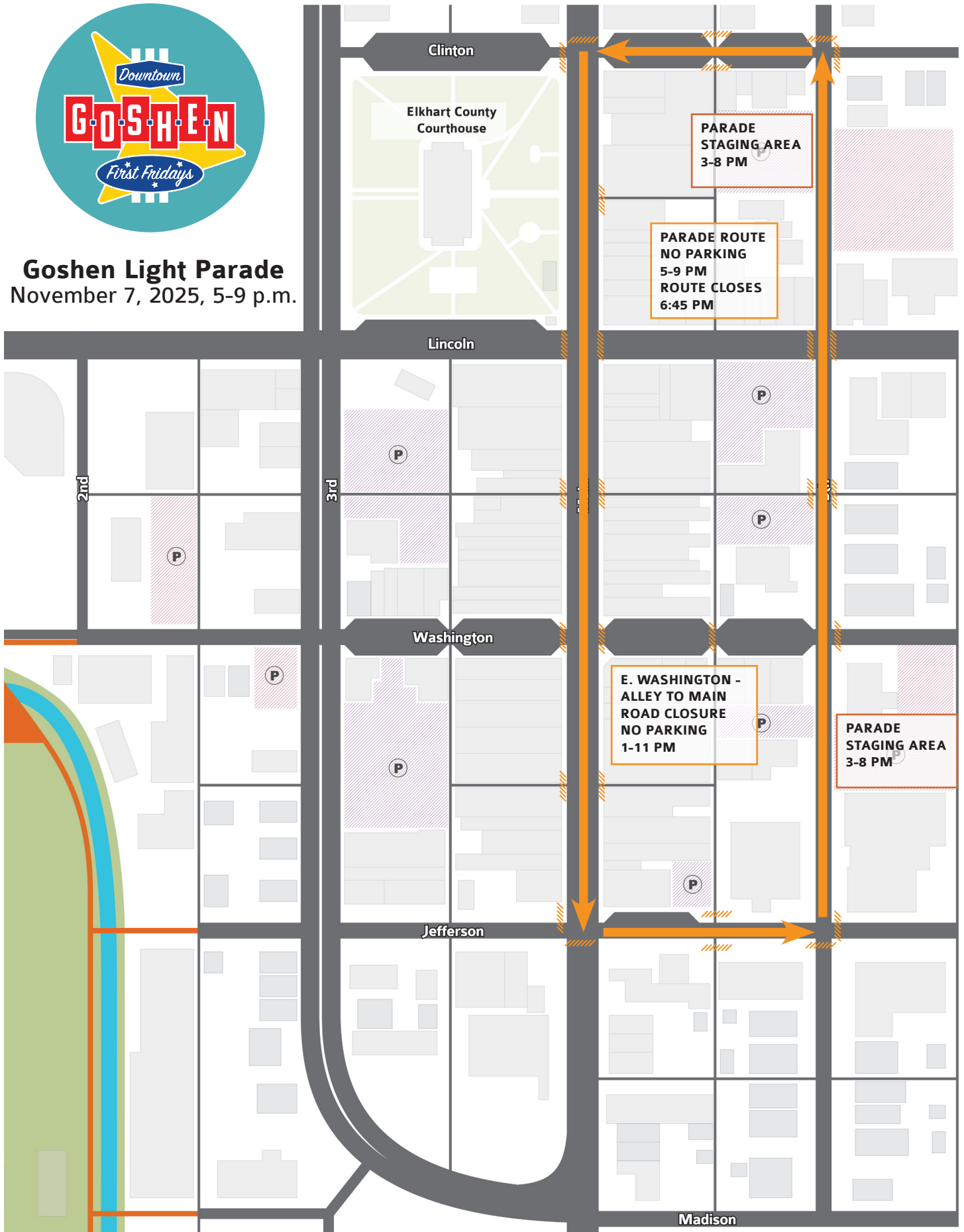
Harvest Festival
October 3, 2025, 5-8 p.m.





Goshen Light Parade

November 7, 2025, 5-9 p.m.



Clinton

Elkhart County
Courthouse

PARADE
STAGING AREA
3-8 PM

PARADE ROUTE
NO PARKING
5-9 PM
ROUTE CLOSURES
6:45 PM

Lincoln

2nd

3rd

Washington

Jefferson

Madison

PARADE
STAGING AREA
3-8 PM

E. WASHINGTON -
ALLEY TO MAIN
ROAD CLOSURE
NO PARKING
1-11 PM



Hometown Holiday
December 5, 2025, 5-9 p.m.



**W WASHINGTON-MAIN TO ALLEY
ROAD CLOSURE
NO PARKING
1 - 11 PM**



"Our Signs Mean Business"

400 N. Main St. • Goshen, In 46528 • 574-533-8585 • Fax 574-533-4575

02/20/2025

City of Goshen
Board of Works
111 E. Jefferson St.
Goshen, IN 46526

Re: Boys & Girls Club of Elkhart County – 102 W. Lincoln Ave. Suite 240 (101 S. Main St.)

Dear Board of Works and Public Safety members,

Premiere Signs has been granted a sign permit for a new lighted sign for the Boys and Girls Clubs of Elkhart County's corporate offices at 101 S. Main St. The sign is going to be installed on the north end of the west elevation of the building. We are coming to the board to ask for approval to close the alley between Main Street and 3rd Street, just south of Lincoln Avenue. We are asking to close the alley for no more than four hours on February 28, 2025. We would close the alley at 8:00 AM and open it back up at 12:00 noon. We are asking to close down the alley so we can park our truck there to install the sign on the building. The alley area where we are working would be blocked off with safety cones around our truck.

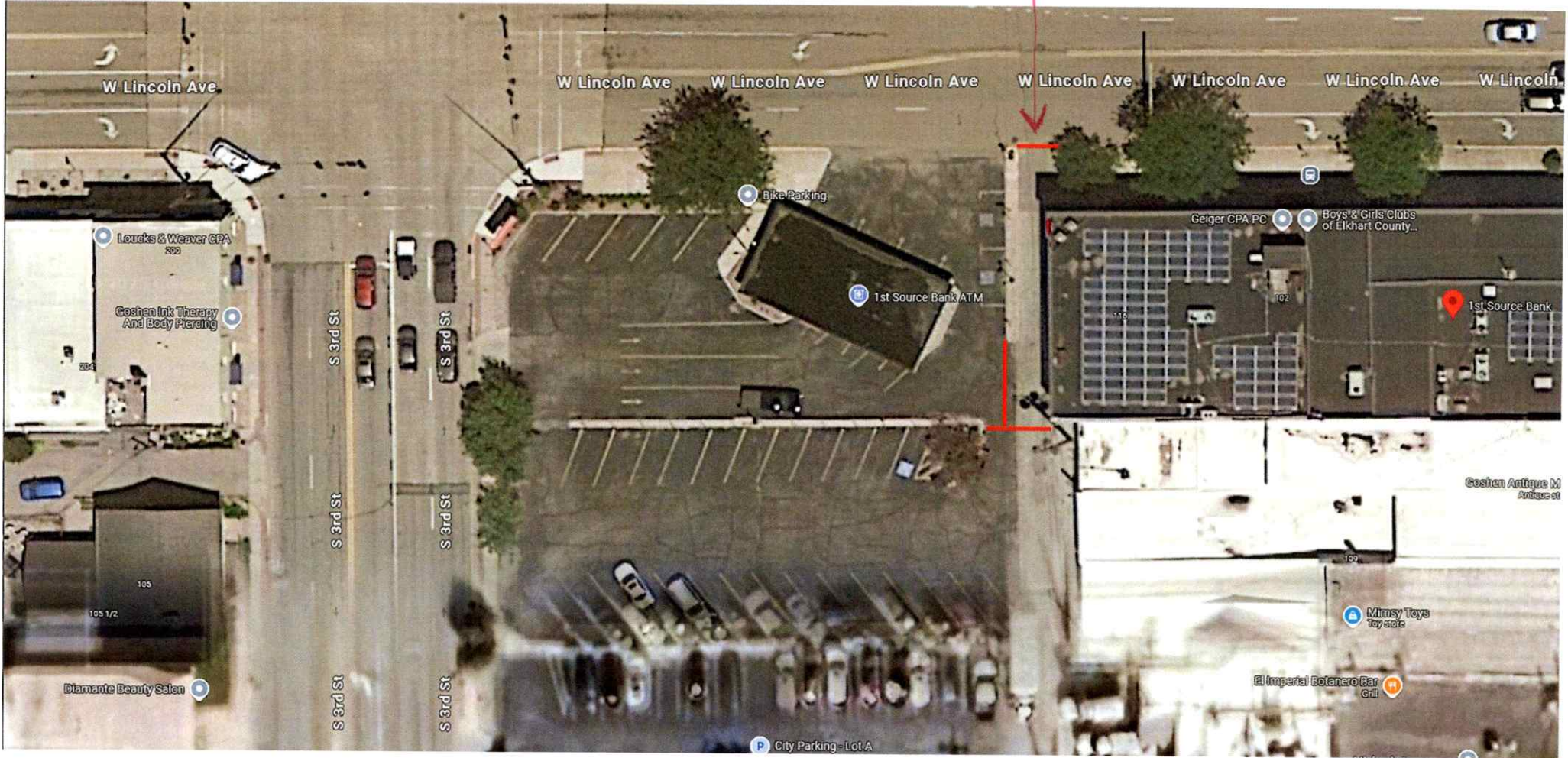
We appreciate your time and consideration regarding this matter.

Thank you,

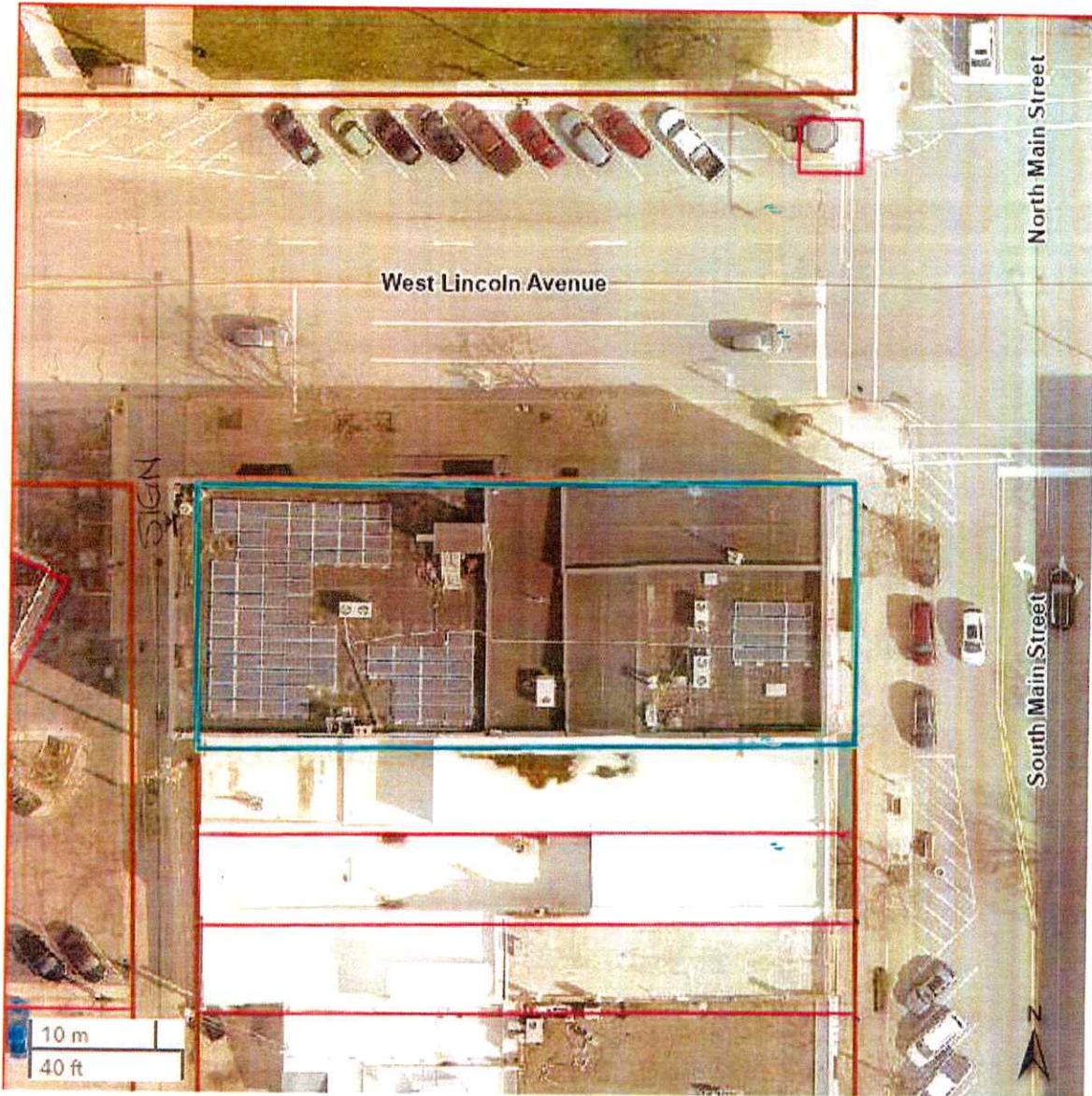
A handwritten signature in black ink that reads "Stacey Holdeman". The signature is written in a cursive, flowing style.

Stacey Holdeman
Office Manager

Area to be blocked/closed







-  Hospitals and Rural Health Clinics (ISDH)
-  Libraries
-  Road Right-of-Way
-  Civil Townships
-  Parcels
-  Townships

This data layer is maintained by the Elkhart County Auditor and represents legally recorded parcels in Elkhart County.

This data layer is maintained by Elkhart County Planning & Development and represents public and privately named roads in Elkhart County.

This data layer is maintained by the Elkhart County Auditor and represents legally recorded incorporated boundaries.

This data layer is maintained by the Elkhart County Auditor and represents the boundary of Elkhart County.

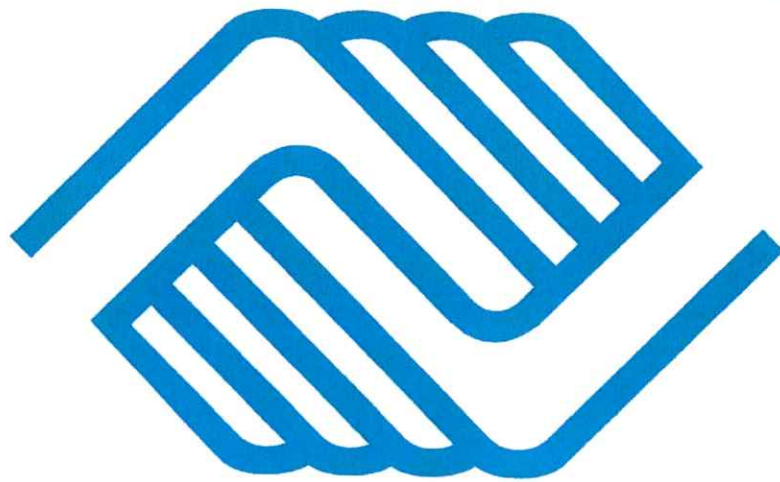
3" aerials captured by EagleView

Date created: 1/20/2025

Last Data Uploaded: 1/16/2025 5:51:53 AM

Developed by





BOYS & GIRLS CLUBS
OF ELKHART COUNTY

48 in

96 in

AGREEMENT WITH EYEDART CREATIVE STUDIO FOR CITY OF GOSHEN 2025 MARKETING

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Eyedart Creative Studio** (“Contractor”), whose mailing address is 324 S. 5th Street, Goshen, IN 46528, 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 agreement, the parties agree as follows:

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) Contractor’s Proposal dated January 16, 2025, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement; and
 - (2) Contractor’s Proposal.

Section 2. Scope of Services

Contractor shall provide City with photography, content creation and other website development services for marketing and communications on the City of Goshen website, which services are more particularly described in Contractor’s January 16, 2025 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 3. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) This agreement shall be effective from date of execution through and include December 31, 2025.
- (C) The agreement may be renewed under the same terms and conditions by written amendment of both parties. Either party may provide the other party written notice at least thirty (30) days before the expiration of the original term if either party desires to extend the agreement. The term of the renewal shall not be longer than the term of the original agreement.

Section 4. Compensation

(A) City agrees to compensate Contractor on a monthly basis as follows for performing all Duties:

| | |
|--------------------------------|-------------------|
| Project Management | \$ 273.00 |
| Content Management | \$2,025.00 |
| Web Design & Maintenance | \$ 975.00 |
| Photography | \$1,090.05 |
| Graphic Design | <u>\$ 181.35</u> |
| Total Monthly | <u>\$4,544.40</u> |

Section 5. Payment

(B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Mayor’s Office
202 S. 5th Street
Goshen, IN 46528
Email: michaelwanbaugh@goshencity.com

(C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City’s receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

(A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction

and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 15. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the

City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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

Section 16. Termination

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

Section 17. Notice

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

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

Contractor:
Eyedart Creative Studio
Attention: James Korn, Creative Director
324 S 5th Street
Goshen, IN 46528

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

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

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

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

Eyedart Creative Studio

Gina M. Leichty, Mayor

James Korn, Creative Director

Date Signed: _____

Date Signed: _____



Estimate

From **Eyedart Creative Studio**
 324 S. Fifth Street
 Goshen, IN 46528

Estimate For **City of Goshen**
 202 South Fifth Street, Suite 1, Goshen,
 IN 46528

Estimate ID **170**
 Issue Date 01/16/2025

Subject CoG25_Monthly Retainer

| Item Type | Description | Quantity | Unit Price | Amount |
|--------------------------|---|----------|------------|-------------------|
| Project Management | PROJECT MANAGEMENT This service is dedicated to implementing the City of Goshen's marketing strategy and all communications needed between meetings to ensure that your marketing services meet your goals in a clear, unified effort. That includes scheduling and strategizing all photo and video shoots as well as leading website edits and updates. Also included in this time is one one-hour-long strategy meeting every 60 days to ensure that these hours are being put to their best use. This will be an opportunity to adjust hours from one goal to another as needs arise. | 2.80 | \$97.50 | \$273.00 |
| Content Management | CONTENT MANAGEMENT This service includes creating up to 25 total posts per week (please see the breakdown in your communications package). Working hours, excluding holidays, are M-F, 9 AM to 5 PM. | 30.00 | \$67.50 | \$2,025.00 |
| Web Design & Maintenance | WEB MAINTENANCE This service provides edits and updates to the website, including updating city events, and ensures that the website meets the desired WCAG compliance. | 10.00 | \$97.50 | \$975.00 |
| Photography | PHOTOGRAPHY and VIDEOGRAPHY This time includes updating metadata on photos and storing them on a media storage platform as decided by the city. | 11.18 | \$97.50 | \$1,090.05 |
| Graphic Design | GRAPHIC DESIGN This is time for graphic-design projects or any needs as assigned by the mayoral team on behalf of the city. | 1.86 | \$97.50 | \$181.35 |

Estimate Total \$4,544.40

Notes

This yearly contract totals \$45,444 for 10 months from February through December. Eyedart will bill at \$4,544.40 on the first of every month.

Photography and Video rates:

Quick event rate: \$125 for up to .5 hours on-site, up to .5 hours of editing

Quarter-day rate: \$320 for 1-2 hours on-site, up to 2 hours of editing
Half-day rate: \$570 for 3-4 hours on-site, up to 4 hours of editing
Full-day rate: \$1,140 for 6-8 hours on-site, up to 8 hours of editing
Rates include local travel, standard equipment, delivery, and storage

Eyedart Terms and Conditions

Prepared for: Mayor Gina Leichty, City of Goshen
Prepared by: James Korn, Creative Director, Eyedart Creative Studio
Neil King, Director of Marketing, Eyedart Creative Studio
Proffered Date: January 16, 2025
Effective Date: February 1, 2025



Eyedart Agreement Between Eyedart Creative Studio, "Eyedart," and The City of Goshen, "the Client".

All information in this proposal is subject to the Terms and Conditions listed herein.

Term of Proposal

The information contained in this proposal is valid for 90 days. Proposals approved and signed by the Client are binding upon Eyedart and the Client beginning on the date of the Client's signature.

Period of Agreement and Notice of Termination

This Agreement is effective as of the effective date noted above and will continue until terminated by either party upon not less than 30 days' notice in writing given by either party to the other. The pricing in this agreement will be in effect for 12 months, starting on the effective date. After this time, any recurring services will continue with an annual price adjustment. Eyedart will notify the Client of price adjustments at least 30 days before the change.

Termination or Change

The Client has the right to terminate the recurring service plan or change the plan level for any reason at any time, given a 30-day written notice.

Change or Cancellation

The Client has the right to modify, reject, cancel or stop any plans or work in process. However, the Client agrees to reimburse Eyedart for all costs and expenses incurred by Eyedart before the Client's change in instructions, which relate to non-cancelable commitments, and to defend, indemnify and hold Eyedart harmless for any liability relating to such action. Eyedart agrees to use our best efforts to minimize such costs and expenses.

Payment for Non-Cancellable Materials

Any non-cancelable materials Eyedart has committed to purchase for the Client will be paid for by the Client, following the provisions of this Agreement. Eyedart agrees to use our best efforts to minimize such liabilities upon written notification from the Client. Eyedart will provide written proof, upon request of the Client, that any such materials and services are non-cancelable.

Releases and Permission

Eyedart will obtain releases, licenses, permits, or other authorization to use testimonials, copyrighted materials, photographs, artwork, or any other property or rights belonging to third parties obtained for use in performing services.

Accuracy

The Client is responsible for the accuracy, completeness, and propriety of information concerning its products and services.

Confidentiality

Eyedart acknowledges its responsibility, both during and after the term of its appointment, to preserve the confidentiality of any proprietary or confidential information disclosed by the Client.

Scope Change and Change Orders

Eyedart will issue change orders for additional work required or changes requested after approvals or commencement of work. Change orders will include a description of the change requested, estimated costs, and an adjusted timeline. The Client must approve all change orders in writing before Eyedart commences work.

Transfer of Materials

Upon termination of this agreement, provided that there is no outstanding indebtedness owed by the Client, Eyedart will transfer, assign and make available to the Client all property and material in our possession or control belonging to the Client. The Client agrees to pay for all costs associated with the transfer of materials.

Rights

Upon full payment of all fees and costs, rights to the use of the final output work transfer to the Client.

Billing Policies

Recurring Project Fees

(Such as Social Media Management, Ad Management, SEO, Content Management, etc.)

Eyedart charges a flat fee for recurring services rendered throughout this agreement. Eyedart bills for services on the 1st day of each month, beginning on the first month of planning.

Non-Recurring Project Fees Schedule of Payment

(Such as Consulting, Brand Development, Video, Graphic Design, Special Events)

Unless otherwise explicitly stated in the quote, payment is due and payable at the following schedule: 20 percent upon project commencement and 80 percent upon completion. Final payment is due upon presentation and delivery of the completed project. Payments are due upon receipt of the invoice.

Acceptance of Non-Recurring Work Products

Any work product shall be considered accepted by the Client if a notice of a claim or complaint is not made in writing by the Client and received by Eyedart within ten (10) workdays after the performance or delivery of said work product is completed.

Billable Items

In addition to the costs and services estimated here, billable items include costs incurred for outside services. Wherever applicable, state and local sales taxes will be included in billable Items. All purchases made on the Client's behalf will be billed to the Client. Such prices will reflect a markup of 20% unless otherwise explicitly stated in the quote.

Billable items may include (but are not limited to) such items as printing, online subscription services such as email marketing or, social media management platforms, website hosting, domain registration, catering, event rental, and equipment, etc.

Payment for Third-Party Advertising

Eyedart and the client will establish an agreed-upon monthly budget for third-party advertising to be paid separately from Eyedart's monthly service fee. All purchases made on the Client's behalf (including advertising charges) will be billed to the Client. Such prices will reflect a markup of 25% unless otherwise explicitly stated in the quote.

Overtime

Fees quoted are based upon work performed during regular working hours (based on a five-day week). Overtime, rush, holiday, and weekend work necessitated by the Client's directive is billed in addition to the regular retainer quoted at a 25% upcharge of the regular hourly service fee, or a mutually agreed-upon price, to be determined.

Travel

The Client agrees to reimburse Eyedart for all Client-authorized travel. Eyedart agrees to make best efforts to minimize all travel-related expenses.

Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of nature, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure will not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Governing Law

This Agreement will be governed and construed in accordance with the laws of the State of Indiana.

Representations and Warranties

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

Entire Agreement

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof and supersedes all prior discussions, agreements, and understandings of every kind and nature between them as to such subject matter. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement will remain in full force and effect.



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

February 27, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with M&M Fire Protection and Security

The City has contracted with M&M Fire Protection and Security in past years to provide security equipment and monitoring services for various City Municipal Buildings. In order to better manage the billing and terms for individual buildings, the City and M&M Fire Protection and Security have agreed to consolidate the Municipal Buildings into one contract. City will be invoiced for monitoring services for Central Garage, Wastewater Treatment, and Utilities Business Office individually from March 1, 2025 through and including September 30, 2025. Then, starting October 1, 2025, Central Garage, Wastewater Treatment, Utilities Business Office, City Hall and Street Department will all be on the same billing cycle and same term of service of five (5) years. M&M Fire Protection and Security will continue to bill for each building separately and on an annual basis. All relevant departments have previously reviewed and approved the agreement, prior to submission to this Board.

It is recommended that the Board approve and authorize Mayor Leichy to execute the attached agreement with M&M Fire Protection and Security for fire and security monitoring services for City Municipal Buildings as explained above.

Suggested Motion:

Approve and authorize Mayor Leichy to execute the attached agreement with M&M Fire Protection and Security for fire and security monitoring services for City Municipal Buildings.

**AGREEMENT WITH M&M FIRE PROTECTION & SECURITY
FOR SECURITY MONITORING SERVICES OF CITY BUILDINGS**

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **M&M Fire Protection & Security** (“Contractor”), whose mailing address is 2020 Elkhart Road, Goshen, Indiana 46526, 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 agreement, the parties agree as follows:

Section 1. Scope of Services

- (A) Contractor shall provide to City certain security monitoring services at specific City Buildings and locations. Said security monitoring services (hereinafter referred to as “Duties”) by building location are as follows:

| City Building: | Location: | Monitoring Type: |
|---|-------------------------------|-------------------------|
| Central Garage | 302 Steury Avenue | Burglary |
| Wastewater Treatment Plant | 1000 W. Wilden Ave | Burglary and Fire |
| Goshen Water Works (Utility Business & Billing) | 203 S 5 th Street | Burglary |
| City Hall | 202 S. 5 th Street | Burglary |
| Street Department | 475 Steury Ave | Burglary |

- (B) Contractor shall provide monitoring services of the alarm system at each facility - when the system is activated, an alarm at the keypad(s) shall notify the City’s contract person and the monitoring station.
- (C) The system shall permit a sufficient number of unique user codes to meet the City’s needs.
- (D) Contractor shall provide training for Central Garage City employees on the use of the system within five (5) days of new system being fully operational.
- (E) In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) The City and Contractor agree that there are various agreements that are either in place currently between the parties, or that have run their term but with both parties continuing to abide by its terms and conditions. Both parties agree that it is in their best interests to consolidate all monitoring services for City Buildings under one agreement.

- (C) The Parties agree that after certain terms are completed, as described in Section 3 below, that the effective date of monitoring services for all City Buildings under this agreement shall be October 1, 2025 and shall continue for sixty (60) consecutive months thereafter up to and including September 30, 2030.
- (D) The agreement may be renewed under the same terms and conditions by written agreement of both parties. Either party may provide the other party written notice at least ninety (90) days before the expiration of the original term if either party desires to extend the agreement. The term of the renewal shall not be longer than the term of the original agreement.

Section 3. Compensation

- (A) In the interest of consolidating monitoring services of all City Buildings, the City agrees to compensate Contractor as follows to bring all annual billing cycles to the same “start date” of October 1, 2025:

| Building | Details | Amount owed through 9.30.25* |
|--|---|-------------------------------------|
| Central Garage | 3.01.2025 – 9.30.2025 @ \$44.99 per month | \$299.19 |
| Wastewater Treatment Plant | 5.01.2025 - 9.30.2025 @ \$54.99 per month | \$261.21 |
| Goshen Water Works (Utility Business & Billing) | 3.01.2025 – 9.30.2025 @ \$44.99 per month | \$299.19 |
| City Hall | Paid through 9.30.2025 | \$0.00 |
| Street Department | Paid through 9.30.2025 | \$0.00 |

*Price includes a 5% discount for lump sum payment.

- (B) Starting October 1, 2025, for the term of this agreement, Contractor shall invoice on an annual basis to each City location as follows:

| Building | Billing Address | Annual Amount** |
|---|---|------------------------|
| Central Garage | 302 Steury Avenue, Goshen, IN 46528 | 539.88 |
| Wastewater Treatment Plant | 1000 W. Wilden Ave, Goshen, IN 46528 | 659.88 |
| Goshen Water Works (Utility Billing Office) | 203 S 5 th Street, Goshen, IN 46528 | 539.88 |
| City Hall | 202 S. 5 th Street, Goshen, IN 46528 | 539.88 |
| Street Department | 475 Steury Ave, Goshen, IN 46528 | 479.88 |

**Annual Price does not include 5% discount for lump sum payment.

Section 4. Payment

- (A) Provided there is no dispute on amounts due, payment will be made to Contractor 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) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 5. Licensing/Certification Standards

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

Section 6. Independent Contractor

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

Section 7. Non-Discrimination

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

Section 8. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 9. Contracting with Relatives

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

Section 10. No Investment Activities in Iran

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

Section 11. Indemnification

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

Section 12. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
- (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.

- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$4,000,000 each occurrence

Section 13. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 14. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor 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 Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.

- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

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

Section 16. Notice

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

| City: | Contractor: |
|------------------------------------|---|
| City of Goshen, Indiana | M&M Fire Protection and Security |
| Attention: Goshen Legal Department | Attention: Kaci Windbigler |
| 204 East Jefferson St., Suite 2 | 2020 Elkhart Road, Suite E <i>KW</i> |
| Goshen, IN 46528 | Goshen, Indiana 46526 |
| Email: brandytoms@goshencity.com | Email: mandmsecirty.com <i>KW</i> <i>accounting@mandmsecurity.com</i> |

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Execute

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

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

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

Gina M. Leichty, Mayor

Date Signed: _____

M& M Fire Protection and Security



Printed: Kari Windbigler

Title: Business Administration Coordinator

Date Signed: 2/17/25



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

February 27, 2025

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Agreement with Beacon Occupational Health, LLC for DOT Drug and Alcohol Testing

The City is required by the US Department of Transportation (DOT) to have current and prospective employees that are required to possess a commercial drivers license (CDL) and operate a commercial motor vehicle to undergo testing for alcohol and controlled substances. The following tests are required under the DOT drug and alcohol testing program:

- (1) Pre-employment testing
- (2) Post-accident testing
- (3) Random testing
- (4) Reasonable suspicion testing
- (5) Return-to-duty testing
- (6) Follow-up testing

The City would like continue to utilize Beacon Occupational Health, LLC to perform the DOT required drug and alcohol testing for CDL drivers. Beacon would also administer the required random testing with the City's CDL drivers being placed in a separate pool rather than the Beacon Occupational Health Group Consortium. In addition, the DOT also requires CDL drivers to undergo a medical examination at least every two years and the City covers the cost of this examination. Beacon's annual fee for administering the random testing is \$120 as the City currently has 54 CDL drivers. The pricing as of January 2, 2025 for the other DOT tests are listed on the attached page.

Suggested motions:

- (1) Utilize Beacon Occupational Health, LLC for the DOT required drug and alcohol testing and DOT physicals for the City's CDL drivers; and
- (2) Approve and authorize the Mayor to execute the attached agreement with Beacon Occupational Health, LLC to administer the random DOT drug and alcohol testing.



DOT Drug and Alcohol Testing Random Consortium Enrollment

Beacon Occupational Health, LLC will provide consortium management services stated below for City of Goshen, Indiana (CLIENT), effective 02/27/2025, to assist in their drug and alcohol testing program and their requirements to meet federal regulations. Your drivers will be put into the Beacon Occupational Health Group Consortium unless you request to have your own individual pool. *Per DOT regulations, all drivers put in a random consortium MUST have previously had a Pre-employment DOT drug screen (by signing you are acknowledging that your driver(s) have had a pre-employment drug screen).*

Consortium Services:

1. Before the beginning of each quarter, Beacon Occupational Health will send an email to the CLIENT’s designated employer representative (DER) with their most recent list of DOT drivers. The CLIENT shall be responsible for adding and/or removing names (as needed to include all current DOT drivers) and to email the list back within 72 hours to ensure the accuracy of the drivers put into the quarterly pull. Include only employees that will be available for testing within the time frame being tested. If an employee is on medical leave/lay off they should not be on the list.
2. Beacon Occupational Health will perform computer generated random selections from the list of drivers on a quarterly basis. The percentage is based on DOT guidelines. A letter will be emailed to the CLIENT’s designated employer representative (DER) listing the CLIENT’s selected driver(s) for drug and/or alcohol testing if there were any (the list will specifically state if the employee was selected for drug testing, alcohol testing, or both). The CLIENT shall be responsible for notifying the employee that they were selected and to have the employee tested within the current Federal Regulation time frame. All employees are required to be sent to the testing facility as soon as they are notified. Make sure to only notify the employee regarding a random test when they are at work and able to proceed directly to the clinic.

**** Beacon Occupational Health is a partner in helping to keep your company in compliance, but ultimately, the CLIENT is responsible for staying in compliance with Department of Transportation regulations. If the guidelines for participating in our consortium are not met (no communication regarding your driver list or not sending selected drivers in for testing), you will be issued a violation. If you continue to disregard the guidelines, after 3 violations, you will be removed from our consortium services and will need to find another partner in providing the random selections.*

Drug and Alcohol Collection and Testing Services:

1. Beacon Occupational Health will provide drug and alcohol collection and testing by a DOT certified collector according to federal requirements at any of our Beacon Occupational Health locations.
2. Beacon Occupational Health will report all drug and alcohol results to the employer portal, PureOHS.
3. Beacon Occupational Health will report all positive drug and alcohol results to the Clearing House.

Fees:

An annual fee (based on the number of drivers) will be billed at the beginning of each calendar year. If you enroll part way through the year, a pro-rated amount will be billed to you at time of enrollment. The annual fee will automatically be billed to you in January of subsequent years unless you notify us prior to the first random selection. Your annual fee is subject to change on an annual basis relative to the number of your drivers in the consortium as of January 1 or to reflect global pricing changes. If the annual fee is not paid within 90 days of the invoice date, we will terminate your consortium management services.

| Annual Fee | |
|--|-----------------------------|
| <i>*Based on # of drivers as of January 1*</i> | |
| 1-50 employees --- \$60 | 101-250 employees --- \$240 |
| 51-100 employees --- \$120 | 251-500 employees --- \$360 |
| 500+ employees --- \$420 | |

***All Drug screens and Alcohol tests completed at our facilities will be an additional charge at our standard pricing ***

_____ 02/27/2025 _____
 CLIENT representative Date BOH representative Date
 By **Gina M. Leichty, Mayor**

Any questions in regards to the random selection process can be directed to Trista Wolschleger (Ph: 574-389-1231x 211; Fax: 574-327-6909). Thank you in advance for letting Beacon Occupational Health provide these services for your random testing needs.

City of Goshen, Indiana DER is
 Human Resources Manager
 Phone: 574-534-8475
 Fax: 574-534-2410
 Email: humanresources@goshencity.com



DOT Drug and Alcohol Testing Random Consortium Enrollment

Beacon Occupational Health, LLC will provide consortium management services stated below for City of Goshen, Indiana (CLIENT), effective _____, to assist in their drug and alcohol testing program and their requirements to meet federal regulations. Your drivers will be put into the Beacon Occupational Health Group Consortium unless you request to have your own individual pool. *Per DOT regulations, all drivers put in a random consortium MUST have previously had a Pre-employment DOT drug screen (by signing you are acknowledging that your driver(s) have had a pre-employment drug screen).*

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1. Beacon Occupational Health will provide drug and alcohol collection and testing by a DOT certified collector according to federal requirements at any of our Beacon Occupational Health locations.
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3. Beacon Occupational Health will report all positive drug and alcohol results to the Clearing House.

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An annual fee (based on the number of drivers) will be billed at the beginning of each calendar year. If you enroll part way through the year, a pro-rated amount will be billed to you at time of enrollment. The annual fee will automatically be billed to you in January of subsequent years unless you notify us prior to the first random selection. Your annual fee is subject to change on an annual basis relative to the number of your drivers in the consortium as of January 1 or to reflect global pricing changes. If the annual fee is not paid within 90 days of the invoice date, we will terminate your consortium management services.

| Annual Fee | |
|--|-----------------------------|
| <i>*Based on # of drivers as of January 1*</i> | |
| 1-50 employees --- \$60 | 101-250 employees --- \$240 |
| 51-100 employees --- \$120 | 251-500 employees --- \$360 |
| 500+ employees --- \$420 | |

***All Drug screens and Alcohol tests completed at our facilities will be an additional charge at our standard pricing ***

CLIENT representative

Date

Trista Wolschleger

BOH representative

02/18/2025
Date

Any questions in regards to the random selection process can be directed to Trista Wolschleger (Ph: 574-389-1231x 211; Fax: 574-327-6909). Thank you in advance for letting Beacon Occupational Health provide these services for your random testing needs.



Pricing Effective: 1/2/2025

| Drug and Alcohol Testing | Price |
|--|-------|
| Send Out/Lab Urine Drug Screen (5, 8, 9, 10 panel) | \$52 |
| Rapid Urine Drug Screen (5, 8, 10 panel) | \$50 |
| <i>All non-negative rapids sent to lab for confirmation at no additional fee</i> | |
| Send Out/Lab Saliva Drug Screen (5 panel) | \$47 |
| Rapid Saliva Drug Screen (5 panel) | \$36 |
| <i>All non-negative rapids sent to lab for confirmation at no additional fee</i> | |
| Hair Test Drug Screen | \$100 |
| Saliva Alcohol Test | \$20 |
| SAT Confirmation | \$36 |
| Breath Alcohol Test (confirmation included) | \$36 |

| DOT Services | Price |
|--|-------------|
| DOT Physical | \$120 |
| DOT Drug Screen (Federal Split Specimen) | \$55 |
| DOT Breath Alcohol Test | \$36 |
| DOT Random Group Consortium | Please Call |
| DOT Reasonable Suspicion Supervisor Training | Please Call |

| Occupational Medicine Services | Price |
|---|-----------------|
| Hearing Test | \$45 |
| Vision Test | \$25 |
| Respirator Wear Approval: | |
| Questionnaire Review | \$30 |
| Respirator fit Test <i>Qualitative or Quantitative</i> | \$45 or \$75 |
| <i>Additional Evaluation as determined by physician</i> | |
| Physical & Basic History (<i>non-DOT</i>) | \$90 |
| Additional Physicals available (<i>PAT, FFD, Workability</i>) | Please Call |
| TB Test (Mantoux), <i>includes reading</i> | \$31 |
| Hepatitis B Vaccinations (Series of three required) | \$100/per shot |
| Immigration Physicals | Starts @ \$1000 |

LOCATIONS

Email authorizations to: authorization@beaconhealthsystem.org

ELKHART

Open M-F 7-5
22818 Old US 20
Elkhart, IN 46516
Ph:574-389-1231

GOSHEN

Open M-F 7-5
2312 Eisenhower Dr. N
Goshen, IN 46526
Ph:574-534-1231

SOUTH BEND

Open M-F 7-5
2301 N. Bendix Dr.
South Bend, IN 46628
Ph:574-647-1675

I-MED

Open M-F 7:30-5
16587 Enterprise Dr.
Three Rivers, MI 49093
Ph: 269-279-3172

MIDDLEBURY

Open M-T 7-4 F 7-2
206 W. Warren St
Middlebury, IN 46540
Ph:574-358-0042

WANEE

Open M & W only 7-3
2102 N Main St.
Nappanee, IN 46550
Ph:574-862-2504



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

Date: February 27, 2025
To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Resolution 2025-03, Approving a Revised City of Goshen Police Department Policy and Repealing a Certain Policy

The Board of Public Works and Safety previously approved City of Goshen Police Department Policies developed in coordination with Lexipol, LLC. The Police Department and Lexipol LLC staff have identified certain revisions to existing policies deemed appropriate due to legislative or other changed circumstances.

Attached to Resolution 2025-03 is a redlined existing policy to show the revisions suggested. If the Board approves Resolution 2025-03, the redlines will be removed and the policy will be inserted into the Policy Manual in final form.

Suggested Motion: Move to approve Resolution 2025-03, Approving a Revised City of Goshen Police Department Policy and Repealing a Certain Policy, effective March 6, 2025.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2025-03**

**Approving a Revised City of Goshen Police Department Policy
and Repealing a Certain Policy**

WHEREAS, on December 7th, 2020, the Board of Public Works and Safety approved an agreement with Lexipol LLC to review, revise, and keep up-to-date the City of Goshen Police Department’s policies;

WHEREAS, the Board has previously approved Police Department policies developed and suggested by Lexipol LLC, as well as revisions thereto;

WHEREAS, as part of the process of keeping its policies up-to-date, the Police Department and Lexipol LLC staff have identified certain revisions to existing policies deemed appropriate due to legislative or other changed circumstances; and

WHEREAS, the Goshen Board of Public Works and Safety finds that it is appropriate to approve certain revised policies identified below, and to repeal policies previously approved, separately identified below.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the following revised City of Goshen Police Department Policy, a red-line version of which is attached hereto and made a part hereof, is hereby approved, effective March 6, 2025:

- 311 – Domestic or Family Violence

BE IT FURTHER RESOLVED by the Goshen Board of Public Works and Safety that, upon the approval of the above-described City of Goshen Police Department Policy, the following current City of Goshen Police Department Policy is hereby repealed, effective March 6, 2025:

- 311 – Domestic or Family Violence

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on February 27, 2025.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

Domestic or Family Violence

311.1 PURPOSE AND SCOPE

The purpose of this policy is to provide the guidelines necessary to deter, prevent and reduce domestic or family violence through vigorous enforcement and to address domestic or family violence as a serious crime against society. The policy specifically addresses the commitment of the Goshen Police Department to take enforcement action when appropriate, to provide assistance to victims and to guide officers in the investigation of domestic or family violence.

311.1.1 DEFINITIONS

Definitions related to this policy include:

Court order - All forms of orders related to domestic or family violence, that have been issued by a court of this state or another, whether civil or criminal, regardless of whether service has been made.

Domestic or family violence - When a family or household member commits, attempts to commit or conspires to commit any of the offenses specified in I.C. § 35-31.5-2-76 against another family or household member.

311.2 POLICY

The Goshen Police Department's response to incidents of domestic or family violence and violations of related court orders shall stress enforcement of the law to protect the victim and shall communicate the philosophy that domestic or family violence is criminal behavior. It is also the policy of this department to facilitate victims' and offenders' access to appropriate civil remedies and community resources whenever feasible.

311.3 OFFICER SAFETY

The investigation of domestic or family violence cases often places officers in emotionally charged and sometimes highly dangerous environments. No provision of this policy is intended to supersede the responsibility of all officers to exercise due caution and reasonable care in providing for the safety of any officers and parties involved.

311.4 INVESTIGATIONS

The following guidelines should be followed by officers when investigating domestic or family violence cases:

- (a) Calls of reported, threatened, imminent, or ongoing domestic or family violence and the violation of any court order are of extreme importance and should be considered among the highest response priorities. This includes incomplete 9-1-1 calls.

Goshen Police Department

Policy Manual

Domestic or Family Violence

- (b) When practicable, officers should obtain and document statements from the victim, the suspect, and any witnesses, including children, in or around the household or location of occurrence.
- (c) Officers should list the full name and date of birth (and school if available) of each child who was present in the household at the time of the offense. The names of other children who may not have been in the house at that particular time should also be obtained for follow-up. In affidavits, juveniles should be listed as a juvenile victim or witness with an assigned number. Juveniles shall not be identified by name, initials, date of birth, or age.
- (d) Ensure to make the required notification to the Department of Child Services (DCS) when children are present in domestic or family violence situations.
- (e) When practicable and legally permitted, video or audio record all significant statements and observations.
- (f) All injuries should be photographed, regardless of severity, taking care to preserve the victim's personal privacy. Where practicable, photographs should be taken by a person of the same sex. Victims whose injuries are not visible at the time of the incident should be asked to contact the Investigation Division in the event that the injuries later become visible.
- (g) Officers should request that the victim complete and sign an authorization for release of medical records related to the incident when applicable.
- (h) If the suspect is no longer at the scene, officers should make reasonable efforts to locate the suspect to further the investigation, provide the suspect with an opportunity to make a statement, and make an arrest or seek an arrest warrant if appropriate.
- (i) Seize any firearms or other dangerous weapons in the home, if appropriate and legally permitted, for safekeeping or as evidence (I.C. § 35-33-1-1.5).
- (j) When completing an incident or arrest report for violation of a court order, officers should include specific information that establishes that the offender has been served, including the date the offender was served, the name of the agency that served the order, and the provision of the order that the subject is alleged to have violated. When reasonably available, the arresting officer should attach a copy of the order to the incident or arrest report.
- (k) Officers should take appropriate enforcement action when there is probable cause to believe an offense has occurred. Factors that should not be used as sole justification for declining to take enforcement action include:
 - 1. Whether the suspect lives on the premises with the victim.
 - 2. Claims by the suspect that the victim provoked or perpetuated the violence.
 - 3. The potential financial or child custody consequences of arrest.
 - 4. The physical or emotional state of either party.
 - 5. Use of drugs or alcohol by either party.

Goshen Police Department

Policy Manual

Domestic or Family Violence

6. Denial that the violence occurred where evidence indicates otherwise.
 7. A request by the victim not to arrest the suspect.
 8. Location of the incident (public/private).
 9. Speculation that the complainant may not follow through with the prosecution.
 10. Actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, disability, or marital status of the victim or suspect.
 11. The social status, community status, or professional position of the victim or suspect.
- (l) Calls involving members should be handled consistent with the requirements of this policy and in the same manner as calls that do not involve a member. Officers responding to a call should notify a supervisor as soon as reasonably practicable. Supervisors should report to the scene, as necessary, and ensure that the Chief of Police is notified of the incident.

311.4.1 IF A SUSPECT IS ARRESTED

If a suspect is arrested, officers should:

- (a) Advise the victim that there is no guarantee the suspect will remain in custody.
- (b) Provide the victim's contact information to include phone numbers to the jail staff to enable notification of the victim upon the suspect's release from jail.
- (c) Advise the victim whether any type of court order will be in effect when the suspect is released from jail.

311.4.2 IF NO ARREST IS MADE

If no arrest is made, the officer should:

- (a) Advise the parties of any options, including but not limited to:
 1. Voluntary separation of the parties.
 2. Appropriate resource referrals (e.g., counselors, friends, relatives, shelter homes, victim witness assistance).
- (b) Document the resolution in a report.

311.5 VICTIM ASSISTANCE

Because victims may be traumatized or confused, officers should be aware that a victim's behavior and actions may be affected.

- (a) Victims shall be provided with the department's domestic violence information and the victims' rights information handouts, even if the incident may not rise to the level of a crime (I.C. § 35-33-1-1.5).

Goshen Police Department

Policy Manual

Domestic or Family Violence

- (b) Victims should also be alerted to any available victim advocates, shelters and community resources.
- (c) When an involved person requests law enforcement assistance while removing essential items of personal property, officers shall stand by for a reasonable amount of time (I.C. § 35-33-1-1.5).
- (d) If the victim has sustained injury or complains of pain, officers should seek medical assistance for the victim as soon as practicable.
- (e) Officers should ask the victim whether he/she has a safe place to stay and assist in arranging transportation to an alternate shelter or other designated place of safety if the victim either expresses a concern for his/her safety or if the officer determines that a need exists (I.C. § 35-33-1-1.5).
- (f) Officers should make reasonable efforts to ensure that any children or dependent adults who are under the supervision of the suspect or victim are being properly cared for.
- (g) If appropriate, officers should seek or assist the victim in obtaining an emergency order.
- (h) All reasonable steps to prevent further violence should be taken whether or not listed above (I.C. § 35-33-1-1.5).

311.6 FOREIGN COURT ORDERS

Various types of orders may be issued in domestic or family violence cases. Any foreign court order properly issued by a court of another state, Indian tribe or territory shall be enforced by officers as if it were the order of a court in this state. An order should be considered properly issued when it reasonably appears that the issuing court has jurisdiction over the parties and reasonable notice and opportunity to respond was given to the party against whom the order was issued (18 USC § 2265; I.C. § 34-26-5-17). An otherwise valid out-of-state court order shall be enforced, regardless of whether the order has been properly registered with this state, except for certain mutual protection orders.

A certified copy of an order for protection is not required for enforcement nor is a paper copy if the order is retrievable from a database in a perceivable form. If a foreign court order is not presented, an investigating officer may consider other information to determine under a totality of the circumstances whether there is probable cause to believe that a valid foreign court order exists (I.C. § 34-26-5-17).

If an investigating officer determines that an otherwise valid foreign court order cannot be enforced because the subject of the order has not been notified or served with the order, the officer shall (I.C. § 34-26-5-17):

- (a) Inform the subject of the order.
- (b) Serve the order on the subject of the order.
- (c) Ensure that the order and service of the order are entered into the state depository.

Goshen Police Department

Policy Manual

Domestic or Family Violence

- (d) Allow the subject of the order a reasonable opportunity to comply with the order before enforcing the order.
- (e) Ensure the safety of the protected person while giving the subject of the order the opportunity to comply with the order.

311.7 VERIFICATION OF COURT ORDERS

Determining the validity of a court order, particularly an order from another jurisdiction, can be challenging. Therefore, in determining whether there is probable cause to make an arrest for a violation of any court order, officers should carefully review the actual order when available, and, where appropriate and practicable:

- (a) Ask the subject of the order about his/her notice or receipt of the order, knowledge of its terms and efforts to respond to the order.
- (b) Check available records or databases that may show the status or conditions of the order. (INCITE)
- (c) Contact the issuing court to verify the validity of the order.
- (d) Contact a law enforcement official from the jurisdiction where the order was issued to verify information.

Officers should document in an appropriate report their efforts to verify the validity of an order, regardless of whether an arrest is made. Officers should contact a supervisor for clarification when needed.

311.8 STANDARDS FOR ARRESTS

Officers investigating a domestic or family violence report should consider the following:

- (a) An officer investigating a crime involving domestic or family violence should make an arrest of a suspect when lawful to do so (unless a supervisor grants an exception) (I.C. § 35-33-1-1.5).
- (b) A person arrested for an offense or attempted offense involving the use of force or threatened use of a deadly weapon committed against a current or former spouse, parent, guardian, person with whom the person shared a child in common, or cohabitant shall be kept in custody for at least ~~eight~~ 24 hours from the time of the arrest even if the person provides bail pursuant to I.C. § 35-33-~~4 8-4 6.7-5~~ (I.C. § 35-31.5-2-78).
- (c) An officer may arrest a person for the following offenses upon probable cause even if the offense did not rise to the level of a felony or was not committed in the officer's presence (I.C. § 35-33-1-1):
 - 1. Domestic battery
 - 2. Interference with reporting of a crime
 - 3. Preventing the reporting of a crime involving domestic or family violence

Goshen Police Department

Policy Manual

Domestic or Family Violence

311.9 ORDERS REQUIRED TO BE ENTERED INTO IDACS

The Administrative Assistant or other person designated by the Chief of Police shall serve as the Indiana Data and Communications System (IDACS) coordinator for the Department. The Administrative Assistant shall ensure a depository of protective orders is appropriately administered pursuant to I.C. § 5-2-9-5 et seq. and that court orders are entered into IDACS pursuant to I.C. § 34-26-5-18 (I.C. § 5-2-9-1.2).



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

February 27, 2025

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2025-04, Interlocal Agreement with the County of Elkhart for Animal Control Services

Resolution 2025-04 is to approve the terms and conditions and authorize the execution of an Interlocal Agreement with the County of Elkhart for Animal Control Services. The County has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2025 for certain areas of the county, including within the Goshen city limits. Under this agreement, the City would contribute \$93,940 (same amount as 2024) to reimburse the County for the cost of providing animal shelter management and animal control services within the Goshen city limits.

Suggested Motion:

Move to adopt Resolution 2025-04, Interlocal Agreement with the County of Elkhart for Animal Control Services.

**Goshen Board of Public Works and Safety
Resolution 2025-04**

**Interlocal Agreement with the County of Elkhart
for Animal Control Services**

WHEREAS the County of Elkhart has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2025 for certain areas of Elkhart County, including within the corporate boundaries of the City of Goshen.

WHEREAS the City of Goshen agrees to contribute \$93,940 to reimburse the County of Elkhart for the cost of providing animal shelter management and animal control services within the corporate boundaries of the City of Goshen.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement between Elkhart County, Indiana and City of Goshen, Indiana for Animal Control Services, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor and Clerk-Treasurer are authorized to execute the Interlocal Agreement on behalf of the Goshen Board of Public Works and Safety and City of Goshen.

PASSED by the Goshen Board of Public Works and Safety on _____, 2025.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

**INTERLOCAL AGREEMENT BETWEEN ELKHART COUNTY, INDIANA
AND CITY OF GOSHEN, INDIANA FOR ANIMAL
CONTROL SERVICES**

This Agreement is made and entered into this _____ day of _____, 2025, by and between the COUNTY OF ELKHART, INDIANA (hereinafter referred to as the "County"), and the CITY OF GOSHEN, INDIANA (hereinafter referred to as "Municipality"),

WITNESSETH:

WHEREAS County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2025;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2025 includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2025 has been entered into by County in the form which is attached to as Exhibit A;

WHEREAS the County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing the Services within the Municipality for calendar year 2025;

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

1. Definition of Services. For purposes of this Agreement, the term "Services" shall refer to the animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.
2. Administration. The County shall serve as the lead agency for the Services and assumes and agrees to be responsible for the overall administration of the Services to include, but not be limited to, the following:
 - a. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services;
 - b. Administering the contract with The Humane Society of Elkhart County, Inc.;
 - c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services; and
 - d. Providing such other general administrative services as are necessary to complete the Services.

3. Municipality Participation.

Municipality shall be responsible for reimbursing and contributing to County the sum of Ninety-three Thousand Nine Hundred and Forty Dollars (\$93,940.00) for the Services which shall be paid in two (2) installments of Forty-six Thousand Nine Hundred and Seventy Dollars (\$46,970.00) each with the first installment becoming due and payable on or before April 1st 2025 and with the second installment being payable on or before August 1st 2025. The Municipality contribution, or changes in amounts thereto, for calendar year 2025 are subject to budget approvals and appropriations by the Municipality.

4. Filing Requirements. Within thirty (30) days after the approval and execution of this Agreement, the County shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

5. Supplemental Documents. The Municipality and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

6. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither the County nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

7. Miscellaneous.

a. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

c. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

d. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

e. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United State mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices shall be effective three (3) days after date of mailing:

County: Board of Commissioners of the County of Elkhart, Indiana
Elkhart County Administration Building
117 North Second Street
Goshen, IN 46526

Municipality: City of Goshen
C/O Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528_____

With copies to: Craig Buche, Elkhart County Attorney
Yoder, Ainlay, Ulmer & Buckingham, LLP
P.O. Box 575
130 North Main Street
Goshen, IN 46527

And _____

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

9. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified Agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By _____
Bradley D. Rogers, President

By _____
Suzanne M. Weirick, Vice-President

By _____
Bob Barnes, Member

ATTEST:

Patricia A. Pickens, Elkhart County Auditor

CITY OF GOSHEN, INDIANA

By: _____

Print: _____

ATTEST:

By: _____
Title: Clerk-Treasurer

STATE OF INDIANA,)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2025, personally appeared the Board of Commissioners of Elkhart County, Indiana and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said Commissioners and Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of Elkhart County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF ELKAHRT)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2025, personally appeared _____ and _____ Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of Elkhart County, IN

My Commission Expires:

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this _____ day of _____, 2025.

ELKHART COUNTY COUNCIL

By _____
Title: President, Elkhart County Council

Print: _____

ATTEST:

Patricia A. Pickens, Elkhart County Auditor

Exhibit A

CONTRACT FOR ANIMAL SHELTER MANAGEMENT AND ANIMAL CONTROL SERVICES

This contract made effective this 27th day of January, 2025 by and between the County of Elkhart, State of Indiana, hereinafter called the "County" and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees, hereinafter called the "Contractor";

WITNESSETH:

WHEREAS, the Contractor is a not-for-profit corporation organized for the purpose of caring for and sheltering animals within Elkhart County, Indiana and has the personnel, facilities and equipment to aid the County with these services;

WHEREAS, the County desires to contract with the Contractor for animal control and shelter service, and the Contractor desires to provide the County with such services;

NOW, THEREFORE, in consideration of the premises and payments set forth in Section IV below, and the mutual promises herein, the parties agree as follows:

I. CONTRACT DOCUMENTS

The parties hereby agree to the following contract requirements. Where there is a conflict between the requirements of State and County law and the requirements set forth below, the requirements of State and County law shall take precedence and govern.

II. CONTRACTOR WORK REQUIREMENT

It is agreed that the service to be performed under this Contract is to provide animal shelter management services and animal control services in accordance with the terms, conditions and specifications contained or referenced herein.

The Contractor agrees that all animal shelter management services and animal control performed for the County shall be performed in full compliance with the applicable Federal, State and County laws, regulations, and guidelines for such services.

The Contractor agrees that it shall provide the following animal shelter management services and animal control services:

A. Operation of the Animal Shelter

1. The Contractor shall operate and maintain the Animal Shelter located at 54687 County Road 19, Bristol, Indiana 46507 (the "Shelter").

2. The Contractor shall abide by all laws of the State of Indiana and all local ordinances designed to prevent cruelty to animals, and to enforce those laws and ordinances where it has the lawful authority to do so. The Contractor shall be entitled to rely in good faith upon the opinion of legal counsel as to whether it has such lawful authority.
3. Subject to paragraph IV (B) below but excluding the Town of Millersburg, the Contractor shall lawfully pick up, capture, impound, accept, care for, board, maintain and dispose of animals within the incorporated and unincorporated areas of Elkhart County, Indiana in the following instances: 1) the Contractor shall, during its regular business hours on Mondays through Fridays, pick up all observed or reported stray, confined, domestic animals; and 2) the Contractor shall, during other hours, pick up all observed or reported stray, confined, domestic animals where an animal is observed or reported as sick or injured, or where the animal is observed or reported to have bitten a human.
4. At a minimum, the Contractor shall operate the Shelter and keep the Shelter open to the public from 9 a.m. through 4 p.m. Monday through Saturday, except for Federal, State and County holidays when the Shelter may be closed to the public.
5. The Contractor shall provide an adequately trained animal technician staff of sufficient size to provide all the services required under this Contract.
6. The Contractor shall provide adequate food, water, shelter, space, care, treatment and transportation to all animals housed at the Shelter.
7. The Contractor shall provide a system to monitor medical and other information on each sheltered animal.
8. The Contractor shall be responsible for publicizing the hours of operation and the services of the Shelter.

B. Impoundment of Animals

1. The Contractor shall be responsible for enforcement of the quarantine for a 10 day period of any stray domestic animal which has bitten or is suspected to have bitten a person or as directed by the Elkhart County Health Department or County officials.
2. The Contractor shall be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is

required for reasons of public safety or welfare. The County acknowledges that nothing in this Contract shall be deemed to preclude the euthanasia of any animal by the Humane Society of Elkhart County, Inc. In the event the Humane Society of Elkhart County, Inc. performs euthanasia of any animal for reasons other than public safety or welfare, or other than in satisfaction of the County's legal obligations, if any, the Humane Society of Elkhart County, Inc., shall be responsible for, shall defend against and shall indemnify and hold the County harmless against any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the performance of such euthanasia.

3. The Contractor shall not be responsible for the collection and disposal of the carcasses of dead animals.
4. The Contractor shall maintain all necessary records and reports of animals impounded at the Shelter.
5. The Contractor shall, upon request, furnish law enforcement agencies of Elkhart County and the Elkhart County Health Department all information in its possession about animals which have been impounded due to cruelty, neglect, bite cases or contagious diseases and shall cooperate with the said officials in the enforcement of laws prohibiting animal cruelty and supporting public safety.
6. Whenever the ownership of an impounded animal is ascertained, the Contractor shall make a reasonable effort to notify the owner of the animal's impoundment within the next business day after the animal is initially confined.
7. The Contractor shall collect, secure and deposit all fees, fines and costs due, including the cost of providing veterinary care for an animal, from owners of impounded animals in accordance with applicable laws. County shall not be responsible for such obligations.

C. Animal Control Officers

1. The Contractor shall employ individuals to enforce the provisions of, and to perform as animal control officers ("Animal Control Officers").
2. The Contractor shall be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and local educational and training requirements.

D. Public Service Programs

In consideration of the award of this contract to the Contractor, the Contractor shall provide at its sole cost and expense, the following services:

1. A volunteer program to encourage support for the Contractor and its operations of the Shelter; provided that all volunteers shall execute, as a condition of their participation, a waiver of liability, in form and content acceptable to the Contractor;
2. Events designed to promote animal adoptions and to educate the public about animal welfare; and
3. The adoption program shall be conducted to ensure humane, permanent homes for animals. The Contractor must maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.

E. Cost of Operation, Expenses of Contractor and Expenses of County

1. The Contractor shall maintain at all times adequate supplies for the performance of its obligations under this Contract, including without limitation, the lawful duties of the Animal Control Officers.
2. All donations of any kind, made to the Humane Society of Elkhart County, Inc., will be considered the sole property of the Contractor, and if received by the County will be promptly forwarded to the Contractor.

F. Meetings and Other Requirements

The County shall appoint an individual to serve as liaison with the Contractor for the purpose of reviewing any matters relative to this Contract. To ensure adequate communication and coordination among all County agencies, the Contractor shall direct all notices required or permitted under this Contract through the contract administrator. In the case of an event requiring notification of County agencies other than the Sheriff Department, the Contractor shall inform the contract administrator or designee in a timely manner.

III. PERIOD OF CONTRACT PERFORMANCE

The term of this Contract is from January 1, 2025 through December 31, 2025. County may renew this Contract subject to the mutual agreement with the Contractor as to the Contract costs for said years.

IV. CONTRACT COSTS

- A. The Contractor at its own proper cost and expense shall do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.

- B. For calendar year 2025, County shall pay the total sum of Two Hundred and Forty Two Thousand Dollars [\$242,000.00] to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount shall be payable by County to Contractor as follows: County shall pay One Hundred Twenty Two Thousand Dollars (\$122,000.00) to Contractor on or before February 29, 2025, the balance of One Hundred Twenty Thousand Dollars [\$120,000.00] shall be payable by County to Contractor in three (3) quarterly installments of Forty Thousand Dollars [\$40,000.00] on April 1, 2025, July 1, 2025 and October 1, 2025. In consideration of the advancement of the One Hundred Twenty Two Thousand Dollars (\$122,000.00) on or before February 29, 2025, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana, but excluding the Town of Millersburg.

After March 31, 2025, Contractor shall not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

| <u>Municipality</u> | <u>Amount</u> |
|---------------------|---------------|
| City of Elkhart | \$153,065 |
| City of Goshen | \$93,940 |
| Town of Middlebury | \$6,534. |
| Town of Wakarusa | \$7,260 |
| Town of Bristol | \$4,840 |
| City of Nappanee | \$12,688 |

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County shall give written notice to

Contractor on or before March 31, 2025 of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2025. County's notice may provide by its election to have Contractor provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2025, County shall pay to Contractor the additional amount specified above for that municipality which amounts shall be payable in three (3) quarterly installments paid on April 1, 2025, July 1, 2025 and October 1, 2025. Should any of the municipalities increase or decrease the amounts specified above the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2025.

The parties reserve the right to negotiate mutually agreed rates for other future specified services. If the Contractor reasonably believes that any work it is requested to perform under this Contract is not, or may not be, within the scope of the Contract, or represents, or may represent a material change in the Contract, the Contractor shall immediately notify the Contract Administrator that the work is beyond the scope of the Contract or represents a material change in the Contract, and if the County desires the work to be undertaken, then the Contractor shall be fully compensated for performing the work; provided that a written change order to this Contract must have been made pursuant to Section V, B prior to the work being performed in order for such additional compensation to be paid to the Contractor.

V. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

A. Authorized Contract Administrators

1. Contract Administrator for the County shall be:

T. Jeffery Taylor
Elkhart County Administrator
117 N. Second Street
Goshen, IN 46528-3298
574-534-3541 FAX 574-535-6747

2. Contract Administrator for the Contractor shall be:

Director
Humane Society of Elkhart County, Inc.
54687 County Road 19
Bristol, IN 46507
574-848-4225 FAX 574-848-5453

B. Contracting Officer

County and Contractor's Administrator must authorize changes made to this Contract throughout the Contract period in writing.

VI. STATE LAW CERTIFICATION PROVISIONS

- A. Pursuant to Indiana Code §22-9-1-10, 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, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. Contractor certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Contractor will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7, in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law.
- C. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.
- D. E-Verify Program. Pursuant to Indiana code §22-5-1.7-11 Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of this Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to pain and penalties of perjury that it does not knowingly employ an unauthorized alien.

VII. TAX REQUIREMENTS

By executing this Contract, the Contractor agrees to comply with the laws, regulations, and rulings of the United States Internal Revenue Service related to the requirements for filing information statements, including IRS Form 1099.

VIII. DEFAULT

- A. Upon Contractor's failure to cure a default (i.e., non-performance or violation of contract terms) within fifteen (15) days of written notice of such default from the County to the Contractor (provided, if such default cannot be cured within such 15 day period, and the Contractor commences the cure within such 15 day period, the cure period shall be extended to 30 days after the initial written notice of such default), this Contract may be canceled or annulled by the County or its designee in whole or in part by written notice of default to the Contractor. Upon default, an award may be made to another contractor, and the Contractor shall be liable to the County for costs incurred in excess of the costs provided for in this Contract.

- B. Rights, obligations, or liabilities of both parties, which arise prior to the suspension or termination of this Contract shall survive the suspension or termination of this Contract.

IX. ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in this Contract, without the prior written consent of County.

X. GOVERNING LAW

This Contract shall be governed in all respects by the laws of the State of Indiana and the County of Elkhart.

XI. INDEMNIFICATION, LIMITATION OF LIABILITY, INSURANCE, AND NOTICE

- A. Contractor shall be responsible for, shall defend against, and shall indemnify and hold the County harmless from any, and all suits, claims, demands, losses, or actions made against the County based upon, arising from, or incident to the provision of services by the Contractor under this Contract, except those claims arising from the County's negligence, malfeasance, or breach of this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.

- B. The County shall be responsible for, shall defend against, and shall indemnify and hold the Contractor harmless from any, and all suits, claims, demands, losses, or actions made against the Contractor based upon or arising out of the County's negligence, malfeasance, or breach of this Contract.
- C. Contractor will obtain worker's compensation insurance and employer's liability insurance in such minimum amounts as required in the State of Indiana and comprehensive general and vehicular liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) each, which insurance must name County as an additional insured. Contractor warrants that it shall maintain such insurance in effect during the term of this Agreement and maintain a current Certificate of such insurance in favor of County during the term of this Agreement.
- D. An indemnified party hereunder shall notify the indemnifying party of any suit, claim, demand, loss, or action made or filed against the indemnified party within ten days after the indemnified party's receipt or learning of it.

XII. WARRANTIES

Each party to this Contract warrants the following:

- A. This Contract constitutes a valid, binding and enforceable agreement of the party;
- B. The execution of this Contract and the performance of its obligations are within the party's powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another party; and will not cause a breach by the party of any duty arising at law or in equity; and
- C. The party possesses the financial capacity to perform all of its obligations under this Contract.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this Contract shall constitute a material breach of this Contract, and the non-breaching party shall have the right, upon notice to the breaching party, to immediately terminate this Contract. All amounts outstanding hereunder shall be immediately due and payable. Court costs and other costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts due hereunder, may also be recovered by the non-breaching party.

XIII. SEVERABILITY

Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be hereafter declared invalid.

XIV. NON-WAIVER

The failure of the Contractor or the County to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the County of their rights at any time thereafter to require exact and strict compliance with all the terms hereof

XV. SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES

Provided the Contractor has not defaulted in the performance of its obligations.

XVI. RELATION TO COUNTY

In performing services under this Contract, the Contractor shall be an independent contractor for the County, and neither the Contractor nor its employees, shall under any circumstances be considered employees, servants or agents of the County. The County shall not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents while performing under this Contract.

XVII. SIGNATORIES

Please type or print the following information, with the exception of the signature.

COUNTY
Elkhart County, Indiana

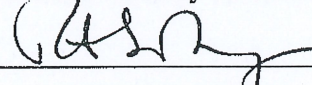
By: 

Printed: Bradley D. Rogers

Title: President - Elkhart County Commission

Date: 1-27-2025

CONTRACTOR
The Humane Society of Elkhart County

By: 

Printed: ROBERT LARROY

Title: EXECUTIVE DIRECTOR

Date: 1/24/2025



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

February 24, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Ambulance Transport Agreement with Goshen Hospital

It is recommended that the Board approve and authorize and ratify the Mayor's execution of the attached Ambulance Transport Agreement with Goshen Hospital Association, Inc. The Agreement establishes the terms under which the Goshen Fire Department will provide non-medically necessary ambulance transport services for Goshen Hospital for mental health patients from Goshen Hospital to outside in-patient specialty centers. The Agreement provides that Goshen Hospital shall pay the Fire Department \$250 per transport to a facility located within Elkhart County and \$300 per transport to a facility within St. Joseph County or Marshall County.

Suggested Motion: Move to approve and ratify the Ambulance Transport Agreement between the City and Goshen Hospital Association, Inc., and authorize and ratify the Mayor's execution of the same.

AGREEMENT

Ambulance Transport Agreement

THIS AGREEMENT is entered into on _____, 2025, by and between **Goshen Hospital Association, Inc.** (“Goshen Hospital”), whose mailing address is 200 High Park Avenue, Goshen, Indiana 46526, and **City of Goshen Fire Department**, a department of the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, acting through the City of Goshen Board of Public Works and Safety (“City”).

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

1. **Purpose.**

1.1. The purpose of this Agreement is to establish the terms under which the City of Goshen Fire Department (“Fire Department”) will provide non-medically necessary ambulance transport services for Goshen Hospital for mental health patients from Goshen Hospital to outside in-patient specialty centers within Elkhart County, St. Joseph County, or Marshall County, Indiana.

2. **Transport Conditions and Scope of Services.**

2.1. The Fire Department agrees to provide transport services **only** under the following conditions:

2.1.1. The patient is being transported to a facility within Elkhart County, St. Joseph County, or Marshall County, Indiana.

2.1.2. The patient has a completed risk assessment form with a score less than four (4).

2.1.3. A reserve ambulance is available for use at the time the transport is requested.

2.1.4. A crew from the Fire Department can be assembled to provide appropriate care for the patient during transport without impacting the other duties and obligations of the Fire Department.

2.2. The Fire Department retains the sole discretion to accept or deny a transport request based on operational readiness and available resources.

3. **Request and Authorization Process.**

3.1. To request transport, Goshen Hospital shall contact the Fire Department's Officer-in-Charge at 574-533-8686 and provide the following details:

- 3.1.1. Patient's Age and Gender;
- 3.1.2. Patient's Risk Assessment Score;
- 3.1.3. Patient's Destination Facility; and
- 3.1.4. Patient's Expected Discharge Time.

3.2. The Fire Department's Officer-in-Charge will determine if the request meets the Transport Conditions, as specified in this Agreement, and notify Goshen Hospital of either acceptance or denial of the transport request.

4. **Compensation.**

4.1. In consideration for the transport services to be provided pursuant to this Agreement, Goshen Hospital agrees to compensate Fire Department as follows:

4.1.1. Two Hundred Fifty Dollars (\$250.00) per transport to a facility located within Elkhart County, Indiana.

4.1.2. Three Hundred Dollars (\$300.00) per transport to a facility located within St. Joseph County, Indiana, or Marshall County, Indiana.

4.2. The Fire Department shall directly invoice the Goshen Hospital Emergency Department for all completed transports. Invoices shall be submitted within sixty (60) days of service.

4.3. Goshen Hospital agrees to remit payment within sixty (60) days of the invoice date.

4.4. If payment is not received within sixty (60) days of the invoice date, the Fire Department may, at its sole discretion, suspend services until the outstanding balance is paid.

5. **Effective Date and Term.**

5.1. This Agreement shall become effective on the day of execution and approval by both parties.

5.2. This Agreement shall be effective for one (1) year and shall renew automatically on an annual basis unless otherwise terminated by the parties.

5.3. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

6. Independent Contractors.

- 6.1. Notwithstanding anything to the contrary in this Agreement or elsewhere, it is expressly understood that the personnel of each party shall at all times operate as an independent contractor and shall not at any time be or operate as the agent or employee of, joint employer, partnership, or joint venturer with the other party. This Agreement is not for the benefit of any other party, whether or not referred to herein.
- 6.2. City employees shall be, for all purposes, bona fide employees of City and not Goshen Hospital. All employment-related costs, benefits, and expenses arising out of the relationship between City, its Fire Department, and Goshen Hospital, including but not limited to wages, state, local and federal taxes, benefits, insurance premiums, and contributions to insurance, pension, or other deferred compensation plans, including Social Security, unemployment insurance, and workers' compensation obligations, shall be the sole responsibility of City.
- 6.3. While City's Fire Department employees are providing services hereunder, Goshen Hospital shall be responsible for maintaining a safe, healthy, and non-discriminatory working environment in compliance with all applicable federal, state, and local laws, regulations, and ordinances.
- 6.4. Neither party, by virtue of this Agreement, shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein.

7. Non-Discrimination.

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

8. Indemnification.

- 8.1. Goshen Hospital shall indemnify and hold harmless the City of Goshen and City's officers and employees from and against liability, damages or injuries to the extent caused by the negligent act or omission of Goshen Hospital, its officers and employees and others for whom Goshen Hospital is legally liable in the performance of services under this agreement.

8.2. City shall indemnify and hold harmless Goshen Hospital and Goshen Hospital's officers and employees from and against liability, damages or injuries to the extent caused by the negligent act or omission of City, its officers and employees and others for whom City is legally liable in the performance of services under this agreement.

9. **Insurance.**

9.1. Each party shall maintain, at its sole expense, procure and maintain during the term of this Agreement insurance coverage with limits sufficient to cover its obligations under this Agreement. At a minimum, the required coverage shall include:

9.1.1. The City of Goshen Fire Department shall maintain:

9.1.1.1. Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate;

9.1.1.2. Automobile Liability insurance covering all owned, non-owned, and hired vehicles used in the performance of this Agreement, with a minimum limit of \$1,000,000 per occurrence;

9.1.1.3. Workers' Compensation insurance as required by Indiana law.

9.1.2. Goshen Hospital shall maintain:

9.1.2.1. Professional Liability insurance covering claims rising from medical services provided under this Agreement, with limits of at least \$1,000,000 per claim and \$3,000,000 aggregate.

9.1.2.2. Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

9.1.2.3. Workers' Compensation insurance as required by Indiana law.

9.2. Each party shall, upon request, provide the other party with a certificate of insurance evidencing compliance with the requirements set forth in this section. Such certificate shall be provided within fifteen (15) business days of the request and shall name the requesting party as certificate holder.

9.3. The maintenance of insurance coverage as required herein shall not be construed to limit either party's liability under this Agreement or preclude either party from maintaining additional insurance coverage as it may deem necessary.

10. **Force Majeure.**

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

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

11. **Default.**

11.1. If Goshen Hospital fails to perform the services or comply with the provisions of this agreement, then Goshen Hospital may be considered in default.

11.2. It shall be mutually agreed that if Goshen Hospital fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Goshen Hospital 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.

11.3. Goshen Hospital may also be considered in default by the City if any of the following occur:

11.3.1. There is a substantive breach by Goshen Hospital of any obligation or duty owed under the provisions of this contract.

11.3.2. Goshen Hospital is adjudged bankrupt or makes an assignment for the benefit of creditors.

11.3.3. Goshen Hospital becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

11.3.4. Goshen Hospital becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

11.3.5. A receiver, trustee, or similar official is appointed for Goshen Hospital or any of Goshen Hospital's property.

11.3.6. Goshen Hospital is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Goshen Hospital unable to perform its obligations and duties under this Agreement.

12. **Termination.**

12.1. The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.

12.2. Either party may terminate this Agreement with thirty (30) days written notice to the other party.

12.3. City's Fire Department shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

12.4. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

13. **Notice.**

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

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

Goshen Hospital: Goshen Hospital Association, Inc.
200 High Park Avenue
Goshen, Indiana 46526

14. **Amendments.**

14.1. Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal

representations or modifications concerning the agreement shall be of no force and effect.

15. Waiver of Rights.

15.1. 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.

16. Applicable Laws.

16.1. Goshen Hospital agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. All contractual provisions required to be included are incorporated by reference.

16.2. Fire Department agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules and regulations in the performance of services.

17. Miscellaneous.

17.1. Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

17.3. In the event legal action is brought to enforce or interpret the terms and conditions of these agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

17.4. 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.

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

17.6. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City, Fire Department, and Goshen Hospital.

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

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

**City of Goshen, Indiana
Goshen Fire Department**

Goshen Hospital Association, Inc.

Board of Public Works and Safety

Gina M. Leichty, Mayor

Name: _____

Title: _____

Date: _____

Date: _____



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 2087 WHISPERING PINES COURT**

DATE: February 27, 2025

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 2087 Whispering Pines Court. This property has passed its final building inspection and the project is substantially complete except for; 2,500 square feet of stabilization on previously disturbed areas. This 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 Greencroft Goshen agrees to complete all work by June 15, 2025. The expected cost of the work is less than \$2,000 so there is no surety required.

Requested Motion: Approve and authorize the Board to execute the Agreement with Greencroft Goshen for the Completion of the project at 2087 Whispering Pines Court.

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

THIS AGREEMENT is entered into on February 27, 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: Greencroft Goshen

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: 2087 Whispering Pines, 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 2500 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: _____

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: _____

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: Greencroft Goshen
P.O. Box 819
Goshen, IN 46527

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: Troy Handrich
Printed: Troy Handrich
Title (if any): Dir of Maint
Date: 2/20/25

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: _____



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 2089 WHISPERING PINES COURT**

DATE: February 27, 2025

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 2089 Whispering Pines Court. This property has passed its final building inspection and the project is substantially complete except for; 2,950 square feet of stabilization on previously disturbed areas. This 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 Greencroft Goshen agrees to complete all work by June 15, 2025. The expected cost of the work is less than \$2,000 so there is no surety required.

Requested Motion: Approve and authorize the Board to execute the Agreement with Greencroft Goshen for the Completion of the project at 2089 Whispering Pines Court.

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

THIS AGREEMENT is entered into on February 27, 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: Greencroft Goshen

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: 2089 Whispering Pines, 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 2950 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: _____

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: _____

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: Greencroft Goshen
 P.O. Box 819
 Goshen, IN 46527

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: Troy Handrich
Printed: Troy Handrich
Title (if any): Dir of Maint
Date: 2/20/2025

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: _____



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

February 21, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Review Hearing – 423 N. 5th Street

The Board held a hearing on December 5, 2024, affirming the Building Commissioner's Order that declared the property unsafe and required repairs. The Board also found that the property owner, Ronald Davidhizar, willfully failed to comply and imposed a \$5,000 civil penalty. The matter was set for a future compliance hearing. A copy of the Board's December 5, 2024 Order is attached.

For the hearing, the Board may receive evidence and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on findings the Board makes, the Board may

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond, or strike/reduce the previously imposed civil penalty).
3. Rescind the Order
4. Affirm the Order and, if warranted, impose an additional civil penalty if compliance remains lacking and the property negatively impacts the community.
5. Take any other lawful action to address the unsafe premises, including authorizing legal action for penalties or receivership.

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

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

December 5, 2024

IN RE: Violation of Goshen City Code
Current Property Owner(s) of record: Ronald E. Davidhizar
Substantial property interest of record: None
Property located at: 423 N. 5th Street, Goshen, Indiana
Property Tax Code: 20-11-09-213-007.000-015
Property Legal Description: See Exhibit A

The Order of the City of Goshen Building Commissioner dated October 8, 2024 (hereinafter the "Order"), came before the Hearing Authority on December 5, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

BACKGROUND

The Order concerned the property located at 423 N. 5th Street, Goshen, Indiana and more particularly described in Exhibit A (the "Real Estate").

The Building Commissioner's Order determined that the vacant residential building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(5) and (6), due to the following conditions and code violations:

1. The structure's foundation has not been kept reasonably weather tight and in good repair, nor is it firmly supported and free from open cracks and breaks, a violation of

- Section 6.3.1.1(b). There are areas in the basement where the foundation is beginning to separate. The basement wall is showing signs of failure and in danger of collapse.
2. The structure's ceilings have not been kept reasonably weather tight and in good repair, a violation of Section 6.3.1.1(b). There are multiple ceilings with holes or where it has been removed.
 3. The structure's walls have not been kept reasonably weather tight and in good repair, a violation of Section 6.3.1.1(b). There are walls with holes or walls that have been removed.
 4. The structure's floors have not been kept in good repair, a violation of Section 6.3.1.1(b). All floor beams are showing signs of possible termite damage or other forms of deterioration.
 5. The structure's painted surfaces are not properly coated and weather tight, and metal and wood surfaces throughout, including window frames, doors, door frames, cornices, porches, and trim have not been maintained in good condition, a violation of Section 6.3.1.1(g). There is chipping and peeling paint on multiple surfaces throughout the structure.
 6. The electrical system has not been maintained in a satisfactory working condition nor in a manner that will permit safe operation, a violation of Section 6.3.1.1(a). The electrical panel has been tampered with and the entire electrical system needs assessment due to current condition.
 7. The heating and mechanical system has not been maintained in a satisfactory working condition, a violation of Section 6.3.1.1(a). There is loose hanging duct work and rusted out duct work in need of repair or replacement.

Proper notice of the Order was provided to Ronald E. Davidhizar, the Real Estate's owner (hereinafter "Owner"), by certified and regular United States mail in accord with I.C. § 36-7-9-25. Pursuant to the request of Owner, a review hearing was scheduled to review the Order.

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 vacant residential 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 affirms the Building Commissioner's order.

In addition, the Hearing Authority finds that Owner has willfully failed to comply with the Building Commissioner's Order. Owner completed little to no work at the Real Estate to address the violations in the Building Commissioner's Order; Owner failed to apply for or obtain any permits for the work required. Such willful failure to comply warrants the imposition of a civil penalty under I.C. § 36-7-9-7(e).

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. The vacant residential structure at the Real Estate is an unsafe building under the Indiana Unsafe Building Law.
3. This matter is set for further hearing to review compliance with the Order and whether said Order should be affirmed, further modified, or rescinded, before the Goshen Board of Public Works and Safety, on **Thursday, January 23, 2024 at 4:00 p.m. (local time)**.
4. Due to Owner's willful failure to comply with the Building Commissioner's Order, a civil penalty of Five Thousand Dollars (\$5,000.00) is imposed against Owner, said penalty to be paid by December 16, 2024.

5. 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.

6. 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 with 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.

SO ORDERED on December 5, 2024, and signed this December 6, 2024.

City of Goshen Board of Public Work and Safety

By: _____


Gina M. Leichy, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety, the City of Goshen, Indiana’s Hearing Authority, by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on December 6, 2024.

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



Notary Public

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, 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 (Donald R. Shuler).

Exhibit A – Legal Description

The North half of Lot Numbered 3 in Chamberlain's Second Addition to the City of Goshen, Indiana, excepting therefrom forty-two (42) feet off and from the South side thereof.



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

February 21, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Review Hearing – 511 N. 5th Street

The Board held a hearing on December 5, 2024, affirming the Building Commissioner's Order that declared the property unsafe and required repairs. The Board also found that the property owner, Ronald Davidhizar, willfully failed to comply and imposed a \$5,000 civil penalty. The matter was set for a future compliance hearing. A copy of the Board's December 5, 2024 Order is attached.

For the hearing, the Board may receive evidence and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on findings the Board makes, the Board may

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond, or strike/reduce the previously imposed civil penalty).
3. Rescind the Order
4. Affirm the Order and, if warranted, impose an additional civil penalty if compliance remains lacking and the property negatively impacts the community.
5. Take any other lawful action to address the unsafe premises, including authorizing legal action for penalties or receivership.

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

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

December 5, 2024

IN RE: Violation of Goshen City Code

Current Property Owner(s) of record: Ronald E. Davidhizar

Substantial property interest of record: None

Property located at: 511 N. 5th Street, Goshen, Indiana

Property Tax Code: 20-11-09-211-016.000-015

Property Legal Description: See Exhibit A

The Order of the City of Goshen Building Commissioner dated October 8, 2024 (hereinafter the "Order"), came before the Hearing Authority on December 5, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

BACKGROUND

The Order concerned the property located at 511 N. 5th Street, Goshen, Indiana and more particularly described in Exhibit A (the "Real Estate").

The Building Commissioner's Order determined that the vacant residential building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(5) and (6), due to the following conditions and code violations:

1. The structure's foundation has not been kept in good repair, free from cracks and breaks, capable of supporting all nominal loads and resisting all load effects, a violation of Section 6.3.1.1(b). The foundation wall in the basement has begun to collapse in areas causing wash out.

2. The ceilings have not been kept in good repair, a violation of Section 6.3.1.1(b). Ceiling tiles have been removed throughout the property and there are other areas where the ceilings have or are collapsing.
3. The floor and supports for the rear porch have not been kept in good repair, a violation of Section 6.3.1.1(b). The rear porch supports are leaning and detaching. The rear porch floor has a large area where its missing flooring.
4. The structure's painted surfaces are not properly coated and weather tight, and metal and wood surfaces throughout, including window frames, doors, door frames, cornices, porches, and trim have not been maintained in good condition, a violation of Section 6.3.1.1(g). There is chipping and peeling paint on multiple surfaces throughout the structure.
5. The roof of the garage on the real estate is not sound, tight, and free of defects that admit rain, a violation of Section 6.3.1.1(c). The garage roof has a large hole permitting weather and animals to enter the structure.
6. The electrical system has not been maintained in a satisfactory working condition nor in a manner that will permit safe operation, a violation of Section 6.3.1.1(a). There are exposed electrical wires hanging free throughout the structure.
7. The heating and mechanical system has not been maintained in a satisfactory working condition, a violation of Section 6.3.1.1(a). The furnace and mechanical system is in need of assessment.
8. The plumbing system has not been maintained in a satisfactory working condition nor in a manner that will permit safe operation, a violation of Section 6.3.1.1(a). There are plumbing pipes that have rusted out or not connected properly.

Proper notice of the Order was provided to Ronald E. Davidhizar, the Real Estate's owner (hereinafter "Owner"), by certified and regular United States mail in accord with I.C. § 36-7-9-25. Pursuant to the request of Owner, a review hearing was scheduled to review the Order.

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 vacant residential 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 affirms the Building Commissioner's order.

In addition, the Hearing Authority finds that Owner has willfully failed to comply with the Building Commissioner's Order. Owner completed little to no work at the Real Estate to address the violations in the Building Commissioner's Order; Owner failed to apply for or obtain any permits for the work required. Such willful failure to comply warrants the imposition of a civil penalty under I.C. § 36-7-9-7(e).

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. The vacant residential structure at the Real Estate is an unsafe building under the Indiana Unsafe Building Law.
3. The Owner shall immediately secure the premises so as to prevent squatters and other unauthorized individuals from entering the Unsafe Building.
4. This matter is set for further hearing to review compliance with the Order and whether said Order should be affirmed, further modified, or rescinded, before the Goshen Board of Public Works and Safety, on **Thursday, January 23, 2024 at 4:00 p.m. (local time)**.
5. Due to Owner's willful failure to comply with the Building Commissioner's Order, a civil penalty of Five Thousand Dollars (\$5,000.00) is imposed against Owner, said penalty to be paid by December 16, 2024.

6. 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.
7. 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 with 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.

SO ORDERED on December 5, 2024, and signed this December 6, 2024.

City of Goshen Board of Public Work and Safety

By:



Gina M. Leichty, Mayor

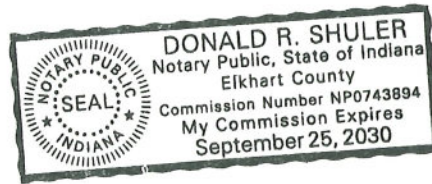
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety, the City of Goshen, Indiana's Hearing Authority, by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on December 6, 2024.

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



Notary Public



This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, 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 (Donald R. Shuler).

Exhibit A – Legal Description

Lot Number Fourteen (14) in Mayfield's Second Addition to the city of Goshen, Indiana; said Plat being recorded in Deed Record 44, page 249 in the Office of the Recorder of Elkhart County, Indiana.

17



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

February 21, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Review Hearing – 513 N. 5th Street

The Board held a hearing on December 5, 2024, affirming the Building Commissioner's Order that declared the property unsafe and required repairs. The Board also found that the property owner, Ronald Davidhizar, willfully failed to comply and imposed a \$5,000 civil penalty. The matter was set for a future compliance hearing. A copy of the Board's December 5, 2024 Order is attached.

For the hearing, the Board may receive evidence and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on findings the Board makes, the Board may

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond, or strike/reduce the previously imposed civil penalty).
3. Rescind the Order
4. Affirm the Order and, if warranted, impose an additional civil penalty if compliance remains lacking and the property negatively impacts the community.
5. Take any other lawful action to address the unsafe premises, including authorizing legal action for penalties or receivership.

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

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

December 5, 2024

IN RE: Violation of Goshen City Code

Current Property Owner(s) of record: Ronald E. Davidhizar

Substantial property interest of record: None

Property located at: 513 N. 5th Street, Goshen, Indiana

Property Tax Code: 20-11-09-211-015.000-015

Property Legal Description: See Exhibit A

The Order of the City of Goshen Building Commissioner dated October 8, 2024 (hereinafter the "Order"), came before the Hearing Authority on December 5, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

BACKGROUND

The Order concerned the property located at 511 N. 5th Street, Goshen, Indiana and more particularly described in Exhibit A (the "Real Estate").

The Building Commissioner's Order determined that the vacant residential building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(5) and (6), due to the following conditions and code violations:

1. The structure's foundation has not been kept in good repair, free from cracks and breaks, capable of supporting all nominal loads and resisting all load effects, a violation of Section 6.3.1.1(b). Areas of the foundation have formed holes; bricks around the exterior of the house are crumbling or have fallen.

2. The walls have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls throughout the residential structure have holes.
3. The floor has not been kept in good repair, a violation of Section 6.3.1.1(b). The floor outside of door to basement is sinking. Multiple floor beams show significant signs of decay and possible termite damage.
4. The structure's painted surfaces are not properly coated and weather tight, and metal and wood surfaces throughout, including window frames, doors, door frames, cornices, porches, and trim have not been maintained in good condition, a violation of Section 6.3.1.1(g). There is chipping and peeling paint on multiple surfaces throughout the structure.
5. There is no guardrail installed upstairs around the stairway, a violation of Section 6.3.1.1(f).
6. The electrical system has not been maintained in a satisfactory working condition nor in a manner that will permit safe operation, a violation of Section 6.3.1.1(a). The electrical panel has been tampered.
7. The heating and mechanical system has not been maintained in a satisfactory working condition, a violation of Section 6.3.1.1(a). There is no gas meter and the heating and mechanical system is in need of assessment.
8. The plumbing system has not been maintained in a satisfactory working condition nor in a manner that will permit safe operation, a violation of Section 6.3.1.1(a). There is no water meter at the real estate and has been no water usage for at least two (2) years.

Proper notice of the Order was provided to Ronald E. Davidhizar, the Real Estate's owner (hereinafter "Owner"), by certified and regular United States mail in accord with I.C. § 36-7-9-25. Pursuant to the request of Owner, a review hearing was scheduled to review the Order.

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 vacant residential 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 affirms the Building Commissioner's order.

In addition, the Hearing Authority finds that Owner has willfully failed to comply with the Building Commissioner's Order. Owner completed little to no work at the Real Estate to address the violations in the Building Commissioner's Order; Owner failed to apply for or obtain any permits for the work required. Such willful failure to comply warrants the imposition of a civil penalty under I.C. § 36-7-9-7(e).

ORDER

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

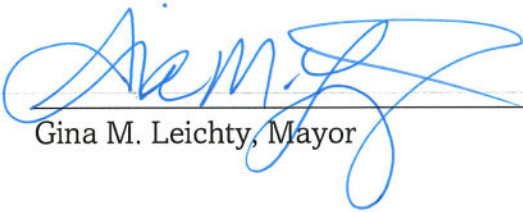
1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. The vacant residential structure at the Real Estate is an unsafe building under the Indiana Unsafe Building Law.
3. The Owner shall immediately secure the premises so as to prevent squatters and other unauthorized individuals from entering the Unsafe Building.
4. This matter is set for further hearing to review compliance with the Order and whether said Order should be affirmed, further modified, or rescinded, before the Goshen Board of Public Works and Safety, on **Thursday, January 23, 2024 at 4:00 p.m. (local time)**.
5. Due to Owner's willful failure to comply with the Building Commissioner's Order, a civil penalty of Five Thousand Dollars (\$5,000.00) is imposed against Owner, said penalty to be paid by December 16, 2024.

6. 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.
7. 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 with 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.

SO ORDERED on December 5, 2024, and signed this December 6th, 2024.

City of Goshen Board of Public Work and Safety

By: _____


Gina M. Leichty, Mayor

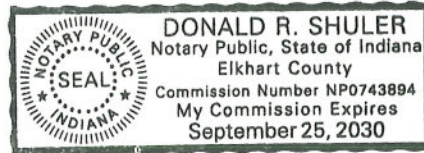
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety, the City of Goshen, Indiana's Hearing Authority, by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on December 6, 2024.

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



Notary Public



This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, 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 (Donald R. Shuler).

Exhibit A – Legal Description

Forty-four (44) feet of the South side of Lot Number Fifteen (15) in Mayfields Second Addition to the City of Goshen, State of Indiana.



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

February 21, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Review Hearing – 601 N. 5th Street

The Board held a hearing on February 22, 2024, affirming the Building Commissioner's Order that declared the property unsafe and required repairs. The Board also found that the property owner, Ronald Davidhizar, willfully failed to comply and imposed a \$5,000 civil penalty. A copy of the Board's February 22, 2024 Order is attached. Also attached is the Building Commissioner's Order for Compliance Hearing, dated January 23, 2025.

For the hearing, the Board may receive evidence and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on findings the Board makes, the Board may

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond, or strike/reduce the previously imposed civil penalty).
3. Rescind the Order
4. Affirm the Order and, if warranted, impose an additional civil penalty if compliance remains lacking and the property negatively impacts the community.
5. Take any other lawful action to address the unsafe premises, including authorizing legal action for penalties or receivership.

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

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

February 22, 2024

To: Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code
Property located at: 601 North Fifth Street, Goshen, Indiana
Property Tax Code: 20-11-09-204-018.000-015
Property Legal Description: see Attached Exhibit A
Property owner(s) of record: Ronald E. Davidhizar
Substantial property of interest of record: None

Section 1. Background

The Order of the City of Goshen Building Commissioner dated January 10, 2024 (hereinafter "Order") concerning the real estate located at 601 North Fifth Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on February 22, 2024, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said Order requiring:

Completion of the necessary actions and repairs to the residential structure at the Real Estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include the following:

- Removal of all trash, debris, and any fire hazardous material from inside the unsafe building so the same permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance;
- Extermination of insects and vermin in and about the unsafe premises;

- Repair and rehabilitation of damaged walls and ceilings so that the same are reasonably weather tight and rodent proof, capable of providing privacy, and otherwise in good repair, as required by the Neighborhood Preservation Ordinance;
- Installation of smoke detectors in each dwelling unit as required by the Neighborhood Preservation Ordinance

All said work to be completed within thirty (30) days.

The Order identified the following violations at the Real Estate:

The violation is the existence of a residential structure that is filled with trash, debris, materials, and insects that makes it uninhabitable. The dwelling units inside the structure have not been kept in a clean and sanitary condition that would permit human habitation, occupancy, or use under the City of Goshen's Neighborhood Preservation Ordinance. Further, there are damaged ceilings and walls that constitute violations of the Neighborhood Preservation Ordinance.

Section 2. Findings

A hearing was held where evidence was presented and arguments heard. The Board of Public Works and Safety, as the City of Goshen's Unsafe Building Hearing Authority, being duly advised in the premises, now makes the following findings and determinations:

A. Service of Process

- Proper notice of the Order, and this hearing, was given to all persons with a substantial property interest in the Real Estate. Notice was sent Certified Mail, return receipt requested, and regular mail, and proof of service is established by the Certificate of Service provided to the Hearing Authority and made part of the record herein.

B. Violations

The time to complete the work and action by the Order has passed, and the following conditions and violations of Goshen City Code cited by the Building Commissioner still exist at the residential structure located on the Real Estate:

| Building Condition/Violation | Yes | No |
|--|-------------------------------------|--------------------------|
| 1. The residential structure is filled with trash, debris, materials, and insects that makes it uninhabitable. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. The dwelling units have not been kept in a clean and sanitary condition that would permit human habitation, occupancy, or use under the City's Neighborhood Preservation Ordinance. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. There are damaged ceilings and walls that constitute violations of the Neighborhood Preservation Ordinance. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

C. Unsafe Building

- These conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:
 - In an impaired structural condition that makes it unsafe to person or property;
 - A fire hazard;
 - A hazard to public health;
 - A public nuisance, due to the damaged and deteriorated condition of the structure, the accumulated trash and debris, the existence of an insect infestation, and the general disrepair of the structure;
 - Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance, due to violations of the City's Neighborhood Preservation Ordinance, particularly those provisions requiring clean and sanitary conditions for human habitation;
 - Vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance.

Section 3. Hearing Authority Order.

A. Action on Building Commissioner Order

Based on these findings, the Hearing Authority now ORDERS that the Order is

- Affirmed.
- Rescinded
- Modified as follows:

B. Civil Penalty

The City of Goshen Board of Public Works and Safety further ORDERS:

- The Hearing Authority also finds that there has been a willful failure to comply with the Order, based on the following facts:

Failure to respond to numerous inspection letters and failure to take any
corrective action in response to the Building Department's efforts.

and therefore now orders a civil penalty against the property owner, Ronald E. Davidhizar, in the amount of: \$ 5,000.00.

- The payment of said civil penalty is due in full on or before March 25, 2024 ;
- The effective date of said civil penalty is postponed until _____, to allow all work necessary to comply with the Order to be completed;
- No findings or order for civil penalty.

You are entitled to appeal these findings of facts and this Order to the Elkhart Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified time, then your right to appeal will be forfeited.

I.C. § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the Building and/or the Real Estate affected by this Continuous Enforcement Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the Building and/or the Real Estate, you must supply City of Goshen Building Commissioner Myron Grise with the full name, address, and telephone number of the other person taking a substantial property interest in the Building 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. Mr. Grise's office is located at 204 East Jefferson Street, Suite 5, Goshen, Indiana 46528, or you may contact him at 574-534-1811. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety is issued on February 22, 2024

City of Goshen Board of Public Work and Safety

By: 
Gina M. Leichthy, 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. Leichthy, Mayor, and acknowledged execution of the foregoing Order on February ~~8~~²², 2024

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


Notary Public

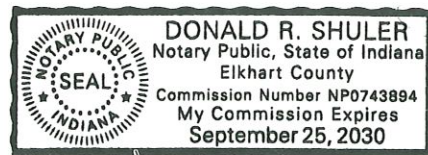


EXHIBIT A

LOT NUMBER NINETEEN (19) EXCEPT THE NORTH TWENTY-SIX AND ONE HALF (26 ½) FEET, AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF JAMES MAYFIELD'S 3RD ADDITION TO THE CITY OF GOSHEN; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Certificate of Service

The undersigned hereby certifies that the foregoing Record of Action and Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated February 22 2024, for the premises at 601 North Fifth 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 February 23, 2024

Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528



Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

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).

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

January 23, 2025

IN RE: Violation of Goshen City Code

Property Address: 601 North Fifth Street, Goshen, Indiana

Property Tax Code: 20-11-09-204-018.000-015

Property Owner: Ronald E. Davidhizar

Substantial Property Interest of Record: None

Property Legal Description:

LOT NUMBER NINETEEN (19) EXCEPT THE NORTH TWENTY-SIX AND ONE HALF (26 ½) FEET, AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF JAMES MAYFIELD'S 3RD ADDITION TO THE CITY OF GOSHEN; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

A compliance hearing has been scheduled to review compliance with the Record of Action and Continuous Enforcement Order issued on February 22, 2024 concerning the property and unsafe building at 601 North Fifth Street, Goshen, Indiana. Said hearing will take place on **Thursday, February 27, 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 February 22, 2024 Record of Action and Continuous Enforcement Order issued by the Goshen Board of Public Works and safety. Said Order affirmed the Building Commissioner's Order, dated January 10, 2024, requiring the following actions to be completed within thirty (30) days:

- Completion of the necessary actions and repairs to the residential structure at the Real Estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include:

- Removal of all trash, debris, and any fire hazardous materials from inside the unsafe building so the same permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.
- Extermination of insects and vermin in and about the unsafe premises.
- Repair and rehabilitation of damaged walls and ceilings so that the same are reasonably weather tight and rodent proof, capable of providing privacy, and otherwise in good repair, as required by the Neighborhood Preservation Ordinance.
- Installation of smoke detectors in each dwelling unit as required by the Neighborhood Preservation Ordinance.

As of the date of this Order, the Building Commissioner has determined that the Property Owner has not provided evidence of compliance with the February 22, 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 necessary actions and repairs have been completed;
- (2) confirm non-compliance and authorize the Building Commissioner to proceed appropriate 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 an additional civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) if it finds that significant work on the premises to comply with the affirmed Building Commissioner's Order has not been accomplished and the premises have a negative effect on property values or the quality of life of the surrounding area or the premises require the provision of services by local government in excess of the services required by ordinary properties; 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 January 23, 2025.


Myron Grise
Building Commissioner

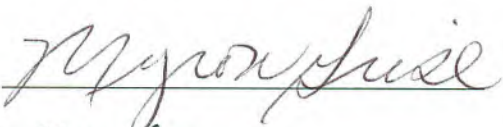
Certificate of Service

The undersigned certifies that the foregoing was served upon the following:

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

on January 24, 2025, by:

- Sending a copy by registered or certified mail to the residence of place of business or employment of the person to be notified, with return receipt requested.
- Deliver a copy personally to the person to be notified.
- Leaving a copy at the dwelling or usual place of abode of the person to be notified.
- Leaving a copy at the dwelling or usual place or abode of the person to be notified and sending by first class mail to the last known address of the person to be notified.
- Sending a copy by first class mail to the last known address of the person to be notified.
- Publishing in the Goshen News two (2) times, at least one (1) week apart.

By: 
Printed: Myron Grise
Title: Building Commissioner