



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE FEBRUARY 13, 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 called the meeting to order at 4:00 p.m., saying that Mayor Leichty could not be present for the meeting but had passed Executive Order 2025-03 (Attachment #1) designating Deputy Mayor Mark Brinson as the acting executive for the day.

REVIEW/APPROVE MINUTES: No minutes were available for review/approval.

REVIEW/APPROVE AGENDA: Deputy Mayor Brinson presented the agenda as prepared by the Clerk-Treasurer and requested the agenda be amended to add an agreement with The Crossing School of Business and Entrepreneurship as item #9. Board member Mike Landis made a motion to approve the amended agenda. Board member Orv Myers seconded the motion. The motion passed 5-0.

1) Open Sealed Bids received from contractors for the Goshen Annex Building Re-Roofing project

On behalf of the City Engineering Department, the City solicited sealed bids from contractors for the Goshen Annex Building Re-Roof project. All sealed bids were due by 3:45 p.m. on Feb. 13, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting.

City staff asked that the Board open and announce any bids submitted and refer them to the Engineering Department for review.

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

- DJ Construction: \$1,052,660.00
- Slatile: \$2,888,812.00
- Robert J Lee – E Lee Construction Inc.: \$976,960.00

Landis/Myers made a motion to forward all bids received for the Goshen Annex Building Re-Roof project to the City Engineering Department for review. The motion passed 5-0.

2) Open Sealed Bids received for the Community Crossings Matching Grant Asphalt Paving Project

On behalf of the City Engineering Department, the City solicited sealed bids from contractors for the Community Crossing Matching Grant Asphalt Paving project. All sealed bids were due by 3:45 p.m. on Feb. 13, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting. City staff asked that the Board open and announce any bids submitted and refer them to the Engineering Department for review.

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

- Niblock Excavating: \$4,649,715.10
- Phend & Brown: \$2,822,527.00

Landis/Myers made a motion to forward all bids received for the Community Crossing Matching Grant Asphalt Paving project to the City Engineering Department for review. The motion passed 5-0.



3) Police Department request: Approve the promotion of Officer David Stump #213 to the rank of Patrol Officer, retroactive to Feb. 12, 2025

City Police Chief José Miller asked the Board to approve the promotion of Officer David Stump #213 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Feb. 12, 2025.

Chief Miller said on Feb. 12, 2025, Officer Stump had completed his 12-month probationary period, adding, "Officer Stump has demonstrated he will be a great addition to the Goshen Police Department and to this community."

Landis/Myers made a motion to approve the promotion of Officer David Stump #213 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Feb. 12, 2025. The motion passed 5-0. *After approval, Deputy Mayor Brinson swore David Stump into office as a Patrol Officer.*

4) Fire Department request: Approve the resignation of Lieutenant Jeff Wogoman, effective Feb. 15, 2025

City Assistant Fire Chief Phil Schrock told the Board that Lieutenant Jeff Wogoman submitted his letter of resignation from the Goshen Fire Department, effective Feb. 15, 2025, after 28½ of dedicated service.

Chief Powell said, "Throughout his career, Jeff has been a committed firefighter, leader, and mentor, contributing significantly to the department and the community. In addition to his service with the Goshen Fire Department, Jeff has been a volunteer and part-time employee with the Middlebury Fire Department since 1990.

Chief Schrock said, Lt. Wogoman previously served as the Fire Chief for Middlebury and will continue in that role full time following his retirement from the Goshen Fire Department. He added, "We sincerely thank Lieutenant Wogoman for his many years of service to the City of Goshen and wish him all the best in his retirement from GFD and in his continued leadership with the Middlebury Fire Department."

Landis/Myers made a motion to accept the retirement of Lieutenant Jeff Wogoman, effective Feb. 15, 2025. The motion passed 5-0.

5) Fire Department request: Approve write off bad debts and contractual allowances billed for ambulance services for 2021, 2022 and 2023 totaling \$2,977,633.22

City Assistant Fire Chief Phil Schrock told the Board that accounts and patients have both been billed, and that all accounts received three mailing attempts. Medicare and Medicaid have mandatory write-offs, and other insurance companies are now following the same approach to billing. Worker's Comp balances cannot be billed to customers. All billing avenues have been exhausted, so we are now required to write off a total of \$2,977,633.22 for the years of 2021, 2022 and 2023. Deputy Mayor Brinson said that the packet included summary reports because the full report is several hundred pages long. The full report is also available in the Clerk-Treasurer's Office.

Common Council member Brett Weddell spoke to the board saying that as a local optometrist, he is familiar with insurance companies and asked if the write-offs were contractual and if the billing service automatically manages those for the City. Schrock said he was unsure but would find information for him.

Councilor Weddell also asked if the "three letters" that Schrock mentioned had already gone out, and Schrock said he was unsure of this as well. Weddell said that he hoped that the Board of Works and the Fire Chiefs would explore these billings to see if the City is struggling to recover money, and if so, perhaps explore other billing services. Board Member Landis said that the write-offs appear to remain steady each year, so this year is not out of the ordinary.

Landis/Myers made a motion to grant permission to write off the attached bad debt and contractual allowances from the City Fire Department for \$2,977,633.22. The motion passed 5-0.

6) Legal Department request: Approve and authorize the Mayor to execute the agreement with Peerless Midwest, Inc for the cleaning of wells #2, #13, and #14 at a not-to-exceed cost of \$286,900



Director of Public Works **Dustin Sailor** said that Well 14 has a buildup of iron bacteria and is improving, but still requires a month for cleaning before summer arrives.

Landis/Myers made a motion to approve and authorize the Deputy Mayor to execute the agreement with Peerless Midwest, Inc for the cleaning of Wells #2, #13 and #14 at a not-to-exceed cost of \$286,900. The motion passed 5-0.

7) Engineering Department request: Approve the agreement with Cut Rite Services for the North Goshen Neighborhoods Tree Removal project in the amount of \$62,700

Director of Public Works **Dustin Sailor** said that job number 2024-0029 requires trees to be taken down in the North Goshen neighborhoods that are close to a water main and right-of-way reconstruction project. Of the three bids received the past week, Cut Rite Services offered the lowest bid.

Board Member Landis noted the wide range of bids and asked if there will be traffic control as part of the project.

Sailor said that traffic control will be set up for the project, and that Cut Rite has worked with both the City of Elkhart and Wakarusa, and is familiar with municipal work.

Landis/Myers made a motion to award the contract and approve the agreement with Cut Rite Services for the North Goshen's Tree Removal Project for the amount of \$62,700. The motion passed 5-0.

8) Clerk-Treasurer's Office request: Allow the Clerk-Treasurer's Office and Utilities Office to void \$4,461.53 in outstanding warrants dated on or before Dec. 31, 2022

Deputy Clerk-Treasurer **Jeffery Weaver** told the board that the State requires City checks to be valid for at least one year, and to cancel them at the beginning of the year they are no longer valid. He said that the Board was provided with a list of checks from 2022 that were now stale and needed Board approval to be receipted back to the funds from which they were drawn.

Board member Landis asked if the checks were duplicate checks that were rewritten. **Utilities Office Manager Kelly Saenz** said that the one particularly large check from Schedule A was to a business that moved out of state and was uncommunicative when contacted. **Weaver** mentioned that the Civil City checks were re-written checks.

Landis/Myers made a motion to allow the Clerk-Treasurer's Office and Utilities Office to void \$4,461.53 in outstanding warrants dated on or before December 31, 2022. The motion passed 5-0.

9) Legal Department request: Agreement with The Crossing National, Inc. DBA The Crossing School of Business and Entrepreneurship for Establishment of an Arboriculture/Horticulture Nursery Education Specialist Team per the Sub-Award Grant Agreement Between City of Goshen and American Forests (Attachment #2)

City Attorney Bodie Stegelmann said that The Crossing School of Entrepreneurship will work with the Environmental Resilience department to provide workforce development and tree production training as part of their new education pod of arboriculture and horticulture nursery specialists for \$45,000 per year for three years.

Landis/Myers made a motion to approve to authorize the Deputy Mayor to execute agreement with The Crossing School of Business and Entrepreneurship for the funding of a school teacher in the new education pod of arboriculture and horticulture specialists at cost of \$45,000 per year. 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 4:24 p.m.



Brad Hunsberger from Lacasa, Inc. requested approval for a temporary dumpster in front of the Shoots Building at 112 East Lincoln Avenue (see Attachment #3). He said that while he tried to follow the proper procedures in this request, the time got away from him in the New Year.

Hunsberger said that since most of this work is for ADEC, they willingly gave up their 15-minute parking spot for the dumpster to be present during building cleanout and that he will keep it at least 20 feet from the intersection at the alley. The dumpster will only be present for a few days between February 15 and March 7, 2025.

Director of Public Works Dustin Sailor said that this is the second dumpster to be set up in this corridor and since the first had some particular stipulations, he will want to follow up with Lacasa on details. He said that he would be fine if the board approved this request on condition that he can establish the stipulations before the dumpster is placed on the street.

Landis/Myers made a motion to approve the temporary placement of a dumpster in front of the Shoots Building at 112 East Lincoln Avenue approximately between February 15 and March 7, 2025 in coordination with the City Engineering Office. The motion passed 5-0.

Deputy Mayor Brinson closed Privilege of the Floor at 4:27 p.m.

CITY BOARD OF PUBLIC WORKS & SAFETY COMPLIANCE HEARING:

4:00 p.m., Feb. 13, 2025

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

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

Assistant City Attorney Don Shuler provided background on the property, noting that it was subject to a fire in June 2024, the Building Commissioner issued a demolition order and the Board of Works held a hearing for the demolition order in September 2024 for the building, which still stands.

The property owner pulled a demolition permit in January and requested that Water/Sewer service be shut off from the property and contacted NIPSCO to remove gas/electric access to the property. **Shuler** said Midwest Leasing's attorney confirmed earlier this week that NIPSCO confirmed that the gas lines are to be disconnected soon, and that Midwest has a signed contract to sell the property to Steve and Jay Raber, who will perform the demolition.

Deputy Mayor Brinson swore in **Anthony Glentz**, who spoke as a representative to the Rabers and Raber Dirtworx LLC. Glentz said Raber purchased 213 Crescent, plans to demolish both buildings at 213 and 215 Crescent once NIPSCO removes service from both homes, and then build a new home to live in at 213. Glentz also said that even when a building has burned, the owner must request NIPSCO to retire the gas line at the road, and that he has not yet seen that NIPSCO physically retired the gas line.

Deputy Mayor Brinson swore in **Code Enforcement Officer Travis Eash**, who then said that the case was not a matter of repair, but a case of demolishing both houses at the same time. He said that everyone in the City Building Department and the neighborhood are ready for the building to be gone.

Shuler said that the owners pulled a demolition permit in a timely manner and the delays have been caused by external matters, so he does not see the owner's reaction as a willful failure to comply with the order. He suggested that the Board table the matter until the March 13 hearing in hopes that the demolition be complete by then.

City Councilor Matt Schrock told the board he wanted to know the status of NIPSCO service, so he can inform people in the community when they ask him why the houses have not yet been removed.



Deputy Mayor Brinson confirmed that the demolition permit has been issued.

Glentz said that some services have been removed, but Raber just recently took possession of the property on February 5. Glentz also said that NIPSCO usually calls the homeowner to let them know when service is removed and they have not yet received the call.

Councilor Schrock then said that he was already told that service had been disconnected for quite a while, but **Glentz** said that only water and sewer have been disconnected and NIPSCO needs to retire the gas line.

Councilor Brett Weddell asked when NIPSCO was first contacted and if it was in February, why not months ago when the fires occurred? **Board member Landis** said that NIPSCO was contacted by the original owners last fall. **Landis/Myers made a motion to table the orders for 213 Crescent until the March 13 hearing. The motion passed 5-0.**

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

Assistant City Attorney Don Shuler provided background on the property, noting that it was subject to a fire at the same time as the home at 213 Crescent. He said the Building Commissioner issued a demolition order reviewed by the Board on August 29, 2024, but no permit was pulled for demolition until Jan. 31, 2025. Water and Sewer service have been retired, but the permit is still in process and needs to be paid. The owner is planning to use the same demolition crew as is planned for 215 Crescent.

Board member Landis asked about the nonpayment. **Shuler** said that after a permit application is completed it goes through a series of checks to confirm that everything is in order with other offices, including the Utilities Office.

Deputy Mayor Brinson swore in both **Code Enforcement Officer Travis Eash** and **Cecil Bontrager**, the property owner. Eash said that he spoke with the Utilities Office earlier in the day, confirming that everything is in order and he now needs to speak with the owner regarding the permit payment. Bontrager said that the contractor pulled the permit, the gas retirement was the cause of the delay, and he is ready to move on the demolition.

Shuler said that his recommendation for this property would be the same as for 213 Crescent Street. While he usually recommends 60 days to follow up, he recommends 30 days to keep the project in the forefront.

Landis/Myers made a motion to table the orders for 215 Crescent until the March 13 hearing. The motion passed 5-0.

11) Unsafe Building Compliance Hearing for property at 322 West Oakridge Avenue (Ronald E. Davidhizar, property owner)

Assistant City Attorney Don Shuler provided background on the property, noting that it was subject of a demolition order issued by the Board on Sept. 12, 2024 but noted at the time that the house was to be purchased by a new owner. The property was purchased by **Artisan Group** and subsequently purchased by **Eduardo Pizana** on Dec. 12, 2024. Pizana already successfully rehabbed another Davidhizar property and has already pulled a remodel permit for 322 West Oakridge.

Deputy Mayor Brinson swore in **Code Enforcement Officer Travis Eash** and **Eduardo Pizana**, who said that he has already demonstrated that he can fully remodel a distressed property. His plan is to fully remodel the property by replacing all plumbing and electrical wiring, replace the HVAC, add new siding and roofing, insulate and drywall the walls, and replace all windows and doors. Pizana said that he plans to live in this house once it is completed.



Shuler recommended that the Board affirm the property's current condition and review its condition in 90 days to give the owner time to pull permits and begin renovations. At the May 22 hearing the board would look for substantial completion of repairs, otherwise the Board would move forward with a demolition order.

Landis/Myers made a motion to affirm that the nature of the building has not significantly changed so the previous order is still in force but to table the matter to the next hearing to affirm that substantial progress has been made in repairs. The motion passed 5-0.

12) Unsafe Building Compliance Hearing for property at 214 East Clinton Street (Ronald E. Davidhizar, property owner)

Assistant City Attorney Don Shuler provided background on the property, noting that it was originally ordered demolished on Jan. 26, 2022 but was subject to three separate appeals to various courts. **Artisan Group** purchased the property and subsequently sold the property on Dec. 14, 2024 to Alvarez Restoration LLC. **Gabriel Alvarez** successfully rehabbed another Davidhizar property and has already pulled permits to remodel 214 East Clinton.

Deputy Mayor Brinson swore in **Gabriel Alvarez** and **Craig Blough**. Alvarez shared a memo with the Board that outlined his intention to fully renovate and convert the property at 214 East Clinton Street (see **Attachment #4**). Alvarez said that he plans to fully renovate the property and convert it into a single-family home, all in three months. He said that he already has electricity and water completed in the building, and is currently working on a gas connection, and hopes to meet with inspectors in a few weeks.

Board member Landis asked about the plan for burned timbers in the roof, and Alvarez said that he will likely replace those upon recommendation from the Building Commissioner.

Blough, from Bartel and Company, said he was the auctioneer who sold some of the Davidhizar properties at the Jan. 27 auction. He affirmed the success and strong skills demonstrated by Gabriel Alvarez and Eduardo Pizana.

Shuler recommended the Board schedule the property for review on May 22, 2025.

Landis/Myers made a motion finding the current property status similar to that of the original order but to give the new owner 90 days to demonstrate substantial completion of renovations and to schedule a hearing for May 22, 2025. The motion passed 5-0.

Approval of Civil City and Utility Claims

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

Adjournment

Deputy Mayor Brinson adjourned the Board of Public Works & Safety meeting at 5:13 p.m.

EXHIBIT #1: Executive Order 2025-03: Designation of Deputy Mayor Mark Brinson as Acting Executive February 13, 2025

EXHIBIT #2: Agreement with The Crossing National, Inc. DBA The Crossing School of Business and Entrepreneurship for Establishment of an Arboriculture/Horticulture Nursery Education Specialist Team per the Sub-Award Grant Agreement Between City of Goshen and American Forests



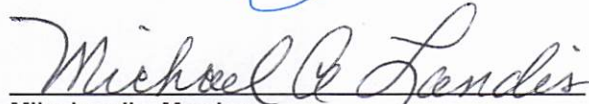
EXHIBIT #3: *Lacasa Request for dumpster in front of 112 East Lincoln, the Shoots Building*

EXHIBIT #4: *"Full Renovation and Conversion of Property" memo from Gabriel Alvarez*


APPROVED:



Mayor Gina Leichty



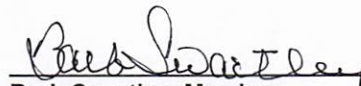
Mike Landis, Member



Orv Myers, Member



Mary Nichols, Member



Barb Swartley, Member

ATTEST:



Jeffery L. Weaver, City of Goshen Deputy Clerk-Treasurer

Exhibit #1

EXECUTIVE ORDER 2025-03

Designation of Deputy Mayor Mark Brinson
as Acting Executive February 13, 2025

WHEREAS, the undersigned Mayor of the City of Goshen, Indiana is ill and not able to work from her office the week of February 10, 2025;

WHEREAS, Indiana Code 36-4-5-8 provides that, whenever the executive of a city is absent, or going to be absent, from the city, ill, or injured, the executive may designate the deputy mayor as acting executive, with all the powers of the office;

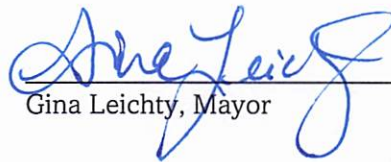
WHEREAS, the Common Council of the City of Goshen, Indiana established the position of Deputy Mayor when it adopted Ordinance 5093;

WHEREAS, Mark Brinson currently holds the position of Deputy Mayor of the City of Goshen, Indiana; and

WHEREAS, the city executive is a member of the City of Goshen Board of Public Works and Safety under I.C. 36-4-9-8(c).

NOW THEREFORE, I, Gina Leichty, Mayor of the City of Goshen, do hereby designate Mark Brinson, Deputy Mayor of the City of Goshen, Indiana, as acting executive during my illness, specifically on February 13, 2025, with all the powers of the office, including those associated with being a member of the City of Goshen Board of Public Works and Safety.

Dated this 12 day of February, 2025.


Gina Leichty, Mayor

AGREEMENT WITH THE CROSSING NATIONAL, INC. DBA THE CROSSING SCHOOL OF BUSINESS AND ENTREPRENEURSHIP FOR ESTABLISHMENT OF AN ARBORICULTURE/ HORTICULTURE NURSERY EDUCATION SPECIALIST TEAM PER THE SUB-AWARD GRANT AGREEMENT BETWEEN CITY OF GOSHEN AND AMERICAN FORESTS

THIS AGREEMENT is entered into on _____, 2025, which is the last signature date set forth below, by and between **The Crossing National, Inc., dba The Crossing School of Business and Entrepreneurship** (“Crossing”), whose mailing address is 27751 CR 26, Elkhart, IN 46517, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order:

- (B) This agreement, and;
- (C) The executed grant agreement, Award No. 24-CA-11132544-010-010, incorporated herein by reference.

Section 1. Crossing’s Duties

Crossing shall provide City certain duties in full compliance of the terms of the executed grant agreement dated July 2, 2024, incorporated herein by reference, (hereinafter referred to as “Duties”)

Crossing’s Duties under this agreement include:

- (A) Crossings will start a new education pod of Arboriculture/Horticulture Nursery specialists with the workforce development school teacher funded by said grant for three years at \$45,000 per year. The Crossing will maintain a specialized pod teacher for the entire length of the grant.
- (B) The students would develop a tree nursery micro-business in a paid student experience using the Crossing School of Business and Entrepreneurship model. Students would be learning in the pod for up to three years.
- (C) The Crossing program shall provide classes for High School students in the area, including Elkhart Community Schools and Goshen Community Schools
- (D) Arboriculture /Horticulture Nursery Pod students will participate in a minimum of 12 forestry training modules annually (36 different modules) and some additional training opportunities annually.
- (E) Arboriculture training modules and information will be shared with Xtreme Tree Care Pod students also.
- (F) The Crossing shall use private funds for supplies and materials to grow and sell trees and plants locally.

Section 2. City of Goshen’s Duties

- (A) The City shall provide classes and training to cover a minimum of 12 different topics annually out of a 36-module series provided by professionals and trained individuals including at least one (1) forestry conference experience. The City shall provide arboriculture educational materials.
- (B) The City shall provide a site-relevant pre and post-test model adapted to the training and the students receiving the training.
- (C) The City shall adapt the training and supplemental materials based on the post-test results and supply any additional information to assist with the topic.
- (D) The City will Provide access, workspace, shed space, nursery tools, and non-potable water at the City’s Tree Nursery at 1500 E Lincoln Ave., Goshen, Indiana.
- (E) The City shall provide professional consultation as needed.

Section 3. Effective Date; Term

This agreement shall be effective from August 8, 2024 through April 30, 2027.

Section 4. Compensation

- (A) City will compensate Crossing for payroll expenses for the Arboriculture/ Horticulture Nursery Pod instructor hired for this program in the sum of Forty-Five Thousand Dollars (\$45,000) annually for the three (3) year program.

Section 5. Payment

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

City of Goshen
c/o Environmental Resilience
410 E. Plymouth Road
Goshen, IN 46528

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

Crossing certifies that it possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided 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:

Crossing National, Inc.
Attention: Lisa Heeter, Director of Operations
515 Main Street
Elkhart, IN 46516

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 may be 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 Crossing.

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

Crossing Farm

Gina Leichty, Mayor

Lisa Heeter, Director of Operations

Date Signed: _____

Date Signed: _____



Exhibit #3

February 13, 2025

To the Goshen City Board of Works,

Lacasa, Inc. is applying to temporarily place a roll-off dumpster in the street parking in front of The Shoots Apartments at 112 E Lincoln Ave. We will be removing quite a bit of debris from the basement of the building. See attached maps. This work will take place from February 15-March 7, 2025. We anticipate only needing one dumpster at this time.

We will close the dumpster each evening and clean up all debris/trash from the pathway between the dumpster and the building.

We have notified the adjacent building owners and commercial tenants.

Sincerely,

Brad Hunsberger

Brad Hunsberger
V.P. Real Estate Development
Lacasa, Inc.

Lacasa - Goshen
202 N. Cottage Ave.
Goshen, IN 46528
(574) 533-4450

Lacasa - Elkhart
516 S. Main Street
Elkhart, IN 46516
(574) 533-4450



Exhibit #4

Thursday, February 13, 2025

214 E. CLINTON ST. GOSHEN

Subject: Full Renovation and Conversion of Property

["To Whom It May Concern"],

I am writing to inform you about our plans to completely renovate the property . The scope of the renovation will include the replacement of key structural and aesthetic components such as drywall, floors, windows, doors, siding and new HVAC.

Additionally, the property is currently a duplex, and we will be converting it into a single-family home. This conversion will comply with all relevant building codes and regulations. Our goal is to modernize and improve the property, ensuring it aligns with the character of the surrounding neighborhood while enhancing its overall functionality and appearance.

We took possession of the property on January 31, 2025 and began the permitting process on February 5, 2025. Our goal is to complete the project within three months, provided there are no unexpected complications.

We appreciate your attention and cooperation during this process.

Thank you for your support and understanding.

Sincerely, Gabriel Alvarez

574-612-3913

gaboelchilango@msn.com