



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**4:00 p.m., June 12, 2025**

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

**For online streaming of the meeting, go to <https://us02web.zoom.us/j/88469251269>**

### **Call to Order by Mayor Gina Leichthy**

**Approval of Minutes:** June 5, 2025 Regular Meeting

### **Approval of Agenda**

**1) Police Department requests:** Approve the promotion of Officer **Tyler A. Schaaf #206** and Officer **Kaleb E. Rucker #210** from the rank of Patrol Officer to the rank of Sergeant, effective Friday, June 13, 2025.

**2) Police Department requests:** Approve the promotion of Officers **Luis Lopez #232**, **Darrick Braun #233**, **Quinten Bland #234** and **Rodger Wigent #236** from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to June 10, 2025

**3) St. John the Evangelist Catholic Church request:** Approve the use of downtown sidewalks for the annual Corpus Christi Procession, noon to 2 p.m., on Sunday, June 22, 2025

**4) Lacasa and Bontrager, Inc. request:** Approve temporarily placing a crane in front of the Shoots building, 112 E. Lincoln Ave., on Friday, June 13, 2025, from 6:30 to 10 a.m.

**5) Legal Department request:** Establish the volunteer outside overtime compensation rate at \$60 per hour and approve and authorize Mayor Leichthy to execute the Memorandum of Understanding between the City of Goshen and Elkhart FOP Lodge 52, Inc.

**6) Legal Department request:** Approve and authorize the Mayor to execute the amendment agreement with Gregory A. Kil & Associates, Inc. for the additional architectural services described within the memo at a cost of \$14,500

**7) Legal Department request:** Approve and execute Resolution 2025-14, Authorizing the Purchase of ECG Monitors for the Fire Department for a net purchase price of \$95,150

**8) Water & Sewer Office request:** Move \$2,228.61 in uncollected finaled accounts from active to collection, sewer liens and write offs



**9) Engineering Department request:** To enhance safety during the replacement of the City Annex roof, approve the closure of Jefferson Street, from Fifth Street to the first alley east of Fifth Street, from June 16, 2025, through August 29, 2025

**10) Engineering Department request:** To facilitate work on the Cherry Creek development, approve the closure of Waterford Mills Parkway and Edison Drive beginning June 23, 2025, and extending through August 15, 2025

**11) Engineering Department request:** Approve the closure of the multi-use path along the north side of the Cherry Creek development, from June 16 through July 11, 2025

**12) Engineering Department request:** Approve and authorize Change Order No. 2 for the Lincoln and Steury avenues roadway reconstruction project in the amount of \$14,586, bringing the total contract to \$9,112,344, an increase of 16%

**13) Engineering Department request:** Approve and authorize Change Order No. 3 for the Lincoln and Steury avenues roadway reconstruction project in the amount of \$80,256, bringing the total contract to \$9,192,600.00, an increase of 1.04% with 10 days added for this work

**14) Engineering Department request:** Approve and authorize Change Order No. 4 for the Lincoln and Steury avenues roadway reconstruction project in the amount of \$85,238, bringing the total contract to \$9,227,838, an increase of 1.98% with 7 days added for this work

### **Privilege of the Floor**

#### **CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING**

**4:00 p.m., June 12, 2025**

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

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

**15) Review of Repair Order of the City of Goshen Building Commissioner for 208 Queen Street (Artisan Investment Group, LLC , property owner)**

### **Approval of Civil City and Utility Claims**

### ***Adjournment***

*Link to the archived recordings – organized in a playlist by meeting:*  
<https://www.youtube.com/@cityofgoshenindiana2605/playlists>



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD**  
**MINUTES OF THE JUNE 5, 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 Leichty called the meeting to order at 4:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the May 22, 2025 Regular Meeting as prepared by Clerk-Treasurer Aguirre. 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) Black Squirrel Golf Club request: Authorize a fireworks show and approve the provision of related City services on July 4, 2025, with a rain date of July 5, 2025**

Laura Johnson, the event coordinator for the Black Squirrel Golf Club, asked the Board to authorize a fireworks show at the Black Squirrel Golf Course on July 4, 2025 with a rain date of July 5, 2025. She provided the Board with documents outlining event plans, an event map, and a list of donor options.

Johnson said organizers already met with all City Departments to confirm they could work with the plan. Maps showed parking for the public, police officer locations, signage and the location the fireworks will be set off. Johnson said food truck will be set up and running at 5 p.m. with the event open to the public from 6 p.m. until 10:30 p.m. The Goshen Police Department will provide traffic control at the end of the event, from 10 p.m. until the traffic is dispersed about 11 p.m. Security is being provided by volunteer Marines who are all fireman, policeman and EMTs.

Johnson asked that the City Street Department provide signs stating: "One way," "Do Not Enter," "One Sided Parking Only" and "Residential Parking Only." She also requested 30 traffic cones to place in various areas. Fire trucks will be located at the West Goshen Cemetery.

Johnson further described other activities planned for the event as well as the set up.

Mayor Leichty said City staff members have worked closely with organizers on planning for the event.

Swartley/Landis made a motion to approve a fireworks show and the provision of City services at the Black Squirrel Golf Course on July 4, 2025 with a rain date of July 5, 2025. The motion passed 5-0.

**2) Elkhart County 4H Fair request: Approve street closures and provide traditional City of Goshen support services for the annual fair parade on July 20, 2025**

Boyd Smith, director of the Elkhart County 4-H Fair Parade, asked the Board to approve the staging of the 2025 Fair Parade, along with traditional support services from the City. He said the parade is scheduled for July 20, 2025 with no changes to the traditional route.

In a written request, Smith asked the Board to have the City Police Department close streets as they consider appropriate for the staging and running of the parade. He also requested assistance from the City Street Department with street barricades and trash pickup. He noted that that the City has provided these services for over 20 years.



**Smith** also indicated that the staging areas will be Linway Plaza, Kroger Plaza and Rogers Park. Parade registration begins at 10:30 a.m. and the parade will step off promptly at 1:30 p.m.; some units will arrive as early as 9 a.m.

**Boyd** confirmed that the parade plans are the same as in past years.

**Swartley/Landis moved to approve the staging, street closures and traditional City support services for the 2025 Elkhart County 4-H Fair Parade on July 20, 2025. Motion passed 5-0.**

**3) Restör Church request: Authorize a Fair Floats and Food Trucks event on Sunday, July 20, 2025, from 9 a.m. to 3 p.m., on Fifth Street, from Madison Street to the first alley to the south**

**Gene Troyer, Lead Pastor of Restör Church**, asked the Board to approve a food truck event on Sunday, July 20, 2025 from 9 a.m. to 3 p.m. from Madison Street to the first alley to the south.

**Troyer** said that Sunday will be Fair Parade Sunday and the church wants to host a "Fair Floats and Food Trucks" event once again and is inviting the community to participate.

**Troyer** requested permission for food trucks to be parked along the sidewalk on Fifth Street. The truck's carryout windows would face the sidewalk and allow for patrons to walk up without needing to step into any potential traffic flow. Additional food trucks would be parked elsewhere on the church's property.

In a memo to the Board, **Troyer** wrote that the start time of 9 a.m. was fairly important in order for the trucks to be prepared for customers at the conclusion of the church's first service, which ends at roughly 10:30 a.m. The current lineup of food trucks includes Sweet Eliza's Baking Co., Hay Huey, Sweazy Q, Kona Ice and Ben's Pretzels.

**Troyer** indicated that in preparation, the church has communicated with its neighbors to ensure that those who may be impacted are aware "and we have received nothing but affirmation and encouragement."

In his memo, **Troyer** also wrote that the event is "all about building organic community and connections within the neighborhood. The church does not benefit monetarily from this event; instead, we consider it an opportunity to add to the festive occasion of the parade."

**Swartley/Landis made a motion to approve the food truck event on Sunday, July 20, 2025, from 9 a.m. to 3 p.m. on Fifth Street, and from Madison Street to the first alley to the south. The motion passed 5-0.**

**4) I AM SHE store request: Approve the placement of a SIPS Drink trailer in three parking spaces at 121 South Main Street on June 25, 2025 for the 6-year celebration of the business**

**Barbara Geigley, owner of I AM SHE**, told the Board that her store will be hosting a six-year anniversary celebration on June 24-25, 2025. On Wednesday June 25, to add to the festivities and draw additional business to the store, she wants to have a specialty beverage trailer parked in front of her store at 121 South Main Street.

So, **Geigley** requested the use of three parking spaces in front of the store to park the SIPS Drink trailer on June 25, from 8 a.m. to 5:30 p.m. She asked that the City Street Department to place "No Parking signs" on the spaces prior to the event.

**Geigley** said she has checked with the neighboring businesses and their owners have no objection.

**Swartley/Landis made a motion to approve the use of three parking spaces at 121 South Main Street on June 25, from 8 a.m. to 5:30 p.m. , to park a specialty beverage trailer. The motion passed 5-0.**

**5) DES Dance Studio request: For the production of a video to appear in the Walt Disney World parade, approve the closure and usage of a portion of Main Street (with the Goshen Theatre marquee in the background), from 4:30-5:30 p.m. on Thursday, June 12**

**Liz Brow, the President of DES Dance Studio**, told the Board that a team of DES Dance Company dancers has the opportunity to represent Goshen in dancing in the parade at Magic Kingdom at Walt Disney World in July, through the "Dance the Magic" program.



**Brow** said as part of the parade audition process, the company must submit to Disney a video of its planned parade routine. Upon approval, she said the video will be publicized on national social media outlets. To represent Goshen, **Brow** said the dance company wants to film the parade audition video with downtown Goshen as the backdrop. So, **Brow** asked for permission to have a portion of Main Street (with the Goshen Theatre marquee in the background), closed from 4:30 to 5:30 p.m. on Thursday, June 12 for our parade filming. She requested this date and time because the deadline for submitting the audition video to Disney is June 16.

**Mayor Leichthy** congratulated the dance company for the opportunity and thanked dancers for representing the City in the Disney World parade. She asked if the company could shoot its video a half hour earlier so as not to interfere with customers arriving downtown for dinner about 5 p.m. **Brow** said that would be fine.

**Street Commissioner David Gibbs** said the Main Street closure would need to be between Jefferson and Washington streets. He said the department would leave barricades on either side of the block for the closure.

**Mayor Leichthy** asked that the dance company to notify businesses on the block of the closure. **Brow** said they would provide that notification.

In a memorandum to the Board, **Brow** wrote that DES Dance Studio, located in the Exchange Suites downtown, is a regionally and nationally award winning and recognized youth dance company, directed by Desiree Lantz. She further wrote that DES Dance Company dancers, ranging in ages 6-18, "are known for their technique and have won numerous first overall, choreography and technique awards at regional and national dance competitions over the nine years the company has been competing."

**Swartley/Landis** made a motion to approve closure of the 200 block of South Main Street from 4 to 5 p.m. on Thursday, June 12 for the filming of a video by the DES Dance Company. The motion passed 5-0.

**6) Legal Department request: Approve the agreements with Goshen Theater, Inc. for \$50,000 and Lacasa, Inc. for \$25,000 to support the projects outlined in their submitted applications and authorize Mayor Leichthy to execute these agreements**

**City Attorney Bodie Stegelmann** told the Board that the City of Goshen has various community service organizations that provide services or programs to its residents more efficiently than what the City can provide. He said the City has supported these organizations with funds in the past and wishes to continue to do so.

**Stegelmann** said these organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used.

Brought before the Board were two Community Service Partnership Agreements for consideration and approval: Lacasa, Inc., for \$25,000 and Goshen Theater, Inc., for \$50,000.

**NOTE:** A corrected memo was provided to the Board noting that the actual award for Lacasa was \$25,000. It also was announced that the incorrect amount was listed on the Board agenda.

**Swartley/Landis** made a motion to approve the City of Goshen agreements with Goshen Theater, Inc. for \$50,000 and Lacasa, Inc. for \$25,000 to support the projects outlined in their submitted applications and authorize Mayor Leichthy to execute the agreements. The motion passed 5-0.

**7) Legal Department request: Approve Resolution 2025-13, Transfer of Real Estate at 301, 305 and 311 West Wilden Avenue to Habitat for Humanity of Elkhart County, Inc.**

**City Attorney Bodie Stegelmann** told the Board that the City of Goshen acquired real estate at 301, 305 and 311 West Wilden Avenue as part of the Wilden Avenue Reconstruction Project and the residences at these three addresses were demolished as part of that project.

**Stegelmann** said Habitat for Humanity of Elkhart County, Inc. would like to acquire, these vacant properties for the purpose of constructing a residential structure at each of the three addresses for three of Habitat's partner families.



The City will transfer the real estate for no monetary consideration. A two-story, single family home of at least 1,300 square feet with a construction value of at least \$150,000 would be building on each property. Resolution 2025-13 would approve the terms and conditions of the Agreement for the Sale and Purchase of Real Estate with Habitat for Humanity of Elkhart County, Inc., and authorize the Mayor to execute the Agreement and any other documents on behalf of the Board and the City of Goshen for this purpose.

**Greg Conrad, Habitat’s President**, said the organization has been working on this project for several years and hopes to begin construction soon. He also said Habitat has families waiting to move into the homes and the organization has already had preliminary meetings with City staff to overcome several design challenges.

**Mayor Leichty** thanked **Conrad**, and added, “We’re certainly so pleased to have a partner like Habitat in the community to provide these much needed housing services. So, thank you for your patience and perseverance as we work through all of these challenges together.”

**Swartley/Landis made a motion to adopt Resolution 2025-13, Transfer of Real Estate at 301, 305, and 311 West Wilden Avenue to Habitat for Humanity of Elkhart County, Inc. The motion passed 5-0.**

**8) Engineering Department request: Accept Venturi’s “Temporary Outdoor Seating in Public Right-of-way” application for 123 East Lincoln Avenue and approve the request until Oct. 30, 2025**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that Venturi has submitted an application for “Temporary Outdoor Seating in Public Right-of-way” for 2025. He said the City Engineering Department has reviewed the application and found it complete.

As presented, **Sailor** indicated that Venturi would maintain a 2-foot offset from the curblin with a boundary fence, will have outer seating near the parking spaces with umbrellas, and seating against the building. Venturi has committed to maintaining a minimum 5-foot walkway between the seating areas for pedestrians.

The Engineering Department asked the Board to acknowledge receipt of the outdoor seating application for 123 E. Lincoln Avenue and approve the request until Oct. 30, 2025.

In response to a question from **Board member Landis, Stacy Dechnik, manager of Venturi’s**, said the seating request was the same as in the past.

**Swartley/Landis made a motion to accept Venturi’s “Temporary Outdoor Seating in Public Right-of way” application for 123 E. Lincoln Avenue and approve the request until Oct. 30, 2025. The motion passed 5-0.**

**9) Engineering Department request: Approve the attached agreement with Abonmarche Consultants for the completion of three topographical surveys for \$14,500 and authorize the Mayor to sign the agreement**

**City Engineering Project Manager Andrew Lund** told the Board that the City Engineering Department would like to engage Abonmarche Consultants to perform topographical surveys at three locations: Wilden Avenue, near 5th Street and 6th Street; Denver Street, between Lincoln Avenue and Pike Street; and Lincoln Avenue, near 208 East Lincoln Avenue.

**Lund** said the surveys will be utilized by the Engineering Department to complete design work, the majority of which will support the 2025 Sidewalk Replacement project.

**The Request for Quote was sent to four firms. Two provided proposals, and they are listed as follows:**

Abonmarche Consultants	\$14,500
Bertsch-Frank & Associates	\$27,000
A&Z Engineering	No proposal submitted
Jones Petrie Rafinski (JPR)	No proposal submitted

In response to a question from **Mayor Leichty, Lund** said the City of Goshen has 187 miles of sidewalk. The Mayor said that was “a lot to maintain.”



Swartley/Landis made a motion to approve the agreement with Abonmarche Consultants for the completion of three (3) topographical surveys in the amount of \$14,500 and authorize the Mayor to sign the agreement. The motion passed 5-0.

**10) Engineering Department request: Release the right-of-way bond (No. 30163170) posted by Ancon Construction in the amount of \$144,000 for the restoration and replacement of portions of Indiana Avenue, south of Plymouth Avenue**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that as part of Ancon Construction's work at Copperleaf Cove Apartments, a right-of-way bond in the amount of \$144,000 was posted for work performed within Indiana Avenue's right-of-way.

**Sailor** said the work was inspected and found to have been satisfactorily completed. Upon acceptance, a three-year maintenance bond was posted with an expiration date in May 2026. The right-of-way bond did not have an expiration date and Goshen Engineering was requesting the Board's permission to release the bond.

**Swartley/Landis made a motion to release the right-of-way bond (No. 30163170) posted by Ancon Construction in the amount of \$144,000 for the restoration and replacement of portions of Indiana Avenue, south of Plymouth Avenue. The motion passed 5-0.**

**11) Engineering Department request: Approve the closure of High Park Avenue, between S.R. 15 and Gra-Roy Drive, for the work of full depth pavement removal and to rebuild the asphalt roadway from Tuesday, June 10 thru Thursday, June 19, 2025**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that Niblock Excavating requested a road closure on High Park Avenue, between State Road 15 (South Main Street) and Gra-Roy Drive. Niblock plans to remove and replace full-depth asphalt pavement.

**Sailor** said this work will start Tuesday, June 10, and go through Thursday, June 19. He said Niblock will maintain access to the hospital employee parking lot and have all the traffic control devices in place. The hospital has been informed and has made accommodations for patients, visitors, deliveries and staff.

**Swartley/Landis made a motion to approve the road closure on High Park between State Road 15 and Gra-Roy Drive for the work of full depth pavement removal and to rebuild the asphalt roadway from Tuesday, June 10 thru Thursday, June 19, 2025. 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 4:27 p.m. There were no comments

**UNSAFE BUILDING HEARING ON CITY BUILDING COMMISSIONER'S ORDER:**

**JUNE 5, 2025**

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

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

**12) Unsafe building hearing on a Building Commissioner's demolition order for the property at 105 Prospect Avenue (Ronald E. Davidhizar, property owner)**

**At 4:27 p.m., Mayor Leichty convened an unsafe building hearing for 105 Prospect Avenue.**



## BACKGROUND

In a memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that an unsafe building hearing was scheduled June 5 for the property at 105 Prospect Avenue in Goshen. Attached to the memo was the Order of the City of Goshen Building Commissioner for the Property, finding it unsafe and ordering demolition.

**Shuler** wrote that the Board “should conduct a hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. After receiving evidence and at the conclusion of the hearing, the Board should make factual findings as to the condition of the Property and determine if it will affirm, modify, or rescind the Building Commissioner’s Order for demolition.”

**On April 29, 2025, City Building Commissioner Myron Grise issued an Unsafe Building Enforcement Authority Order for 105 Prospect Avenue, a property owned by Ronald E. Davidhizar.**

**Grise’s order** modified a prior Building Commissioner order dated June 18, 2024 and recorded June 21, 2024. In the new order, **Grise notified Davidhizar that his property at 105 Prospect Avenue was in violation of the City of Goshen Neighborhood Preservation Ordinance**, codified at Goshen City Code § 6.3.1.

**Grise listed the following violations of Goshen City Code Title 6, Article 3, Chapter 1:**

1. The residential structure’s **exterior walls have not been kept in good repair**, is deteriorating, is loose and falling, and has holes permitting the weather elements to enter the interior. In addition, the wood siding is not properly coated and weather tight. These are violations of Sections 6.3.1.1(b), (g), (k) and (s).
2. The residential structure’s **roof and flashing is not sound**, containing defects admitting rain, a violation of Section 6.3.1.1(b) and (c).
3. The residential structure’s **ceilings have not been kept in good repair**, as there are missing ceiling panels and water damage as the result of the faulty roof, a violation of Section 6.3.1.1(b).
4. Dwelling units at the residential structure are **using extension or flexible cords for permanent wiring**, with said cords running through doors, under carpets, or concealed within walls, floors, or ceilings, in violation of Section 6.3.1.5(h).
5. A **receptacle outlet in the living room near the front door at the residential structure is cracked and in need of replacement**, a violation of Section 6.3.1.5(g).
6. A **receptacle outlet in the bathroom is inoperable**, a violation of Section 6.3.1.1(a).
7. There are **not heating facilities that are properly installed and maintained in safe and good working condition**, a violation of Sections 6.3.1.1(a) and 6.3.1.3(e).
8. The residential structure has an **infestation of cockroaches, bedbugs, or other insects** as a result of the owner’s failure to maintain the structure, a violation of Section 6.3.1.6(b)(4).
9. There is **no stairway to the basement in one of the units, with only plywood covering, rendering such access unsafe**, a violation of Section 6.3.1.1(e).

**Grise** wrote that the **structure “has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety and is therefore unsafe** within the meaning of I.C. § 36-7-9-4(a)(5). In addition, the use of extension cords as permanent wiring, unvented fuel burning space heaters as the source of primary heating due to the inoperability of the furnace, and there being no discharge pipe on the water heater constitutes fire hazards, thereby rendering the residential structure on the real estate an unsafe building within the meaning of I.C. § 36-7-9-4(a)(2). There are holes in the exterior wood siding providing direct access to the interior of the structure, indicative of structural weakness, thereby rendering the residential structure on the real estate an unsafe building within the meaning of I.C. § 36-7-9-4(a)(l).”

**Grise** continued, **“The residential structure has repeatedly had posted on it ‘no occupancy,’ meaning the structure should be vacant under City of Goshen Code; the residential structure has not been maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code, and is therefore an unsafe building under the meaning of LC. § 36-7-9-4(a)(6).**



“Further, **the residential structure** at the real property identified in Section 2 **continues to require reinspection and additional abatement action after prior abatement actions.** As noted previously, this Order modifies the June 18, 2024 Order of the City of Goshen Building Commissioner regarding the residential structure at the real estate identified in Section 2.

“The June 18, 2024 (order) found the property to be unsafe and ordered repairs to be made within sixty (60) days. **No repairs were completed, resulting in an Order Civil Penalty issued on Dec. 18, 2024, assessing a civil penalty in the sum of \$2,500** against the Owner pursuant to J.C.§ 36-7-9-7.5.

“During this time, **despite postings advising that the premises are not to be occupied, the Owner has permitted individuals to reside at the property without a registration receipt** as required by Goshen City Code Section 6.3.1.10. **Recent inspections reveal that despite these prior administrative actions – ordering repairs and issuing civil penalties to obtain compliance – repairs have not been completed and the residential structure at the real property remains unsafe.”**

**Grise further wrote:**

“**Based on these findings concerning the condition of the residential structure on the real property, as well as the fact that the real property continues to require reinspection and additional abatement action by Goshen despite prior efforts, demolition of the unsafe building on the real property is warranted.**

“**You are hereby ORDERED to vacate or otherwise remove all persons and property from the unsafe building identified in Section 3 of this Order at the real property identified in Section 2 of this Order, demolish said unsafe building, and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade.**

**You are FURTHER ORDERED to complete all said work within sixty (60) days.**

**Grise** notified Davidhizar that “ failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.”

**Grise** further notified Davidhizar that a hearing would be held before the Board of Public Works and Safety to review the Order of the City of Goshen Building Commissioner. He was advised he had the right to appear at the hearing with or without a lawyer to present evidence, cross-examine opposing witnesses, and present arguments. If he failed to appear, the hearing would be conducted in his absence and the Board affirm, rescind, or modify the Order.

**Grise** also notified Davidhizar that as a result of his Order he could not transfer the property unless he complied with all requirements of Indiana Code § 36-7-9-27 and that a failure to comply could result in a judgment of liability against him in accordance with Indiana Code§ 36-7-9-27.

**Assistant City Attorney Shuler** provided a Certificate of Service attesting that copies of the City’s notification were mailed to Davidhizar at 105 Prospect Ave. as well to his personal residence on April 30, 2025.

#### **DISCUSSION AND OUTCOME OF BOARD’S UNSAFE PROPERTY HEARING ON JUNE 5, 2025:**

**At 4:27 p.m., Mayor Leichty convened an unsafe building hearing for 105 Prospect Avenue (Ronald E. Davidhizar, property owner).**

**Present:** Board members Leichty, Landis, Myers, Nichols and Swartley; Assistant City Attorney Don Shuler; City Attorney Bodie Stegelmann; City Building Commissioner Myron Grise; City Rental Inspector Ryan Conrad, **Ronald E. Davidhizar**, the property owner; William Davis, an attorney for Davidhizar; and Kevin M. Finn, a consulting engineer for Davidhizar.



**Assistant City Attorney Don Shuler** provided the background of the matter as was presented in his memorandum to the Board. He also did so through a 52-page PowerPoint presentation, dated June 5, 2025, that was titled “Unsafe Building Hearing – Staff Report, 105 Prospect Avenue, Goshen” (**EXHIBIT #1**). The PowerPoint included a background summary of the matter, photographs taken by **City Rental Inspector Ryan Conrad** over two years showing the condition of the property, a narrative summary of the property’s condition and a two-page staff recommendation.

**Shuler related the following:**

- A City Repair Order by the City Building Commissioner was first issued for this property in June 2024 and it required that various repairs to that property be made within 60 days. That order was included with the staff report and marked as Exhibit A (**EXHIBIT #2 for the purposes of this hearing**).
- The property owner, **Ronald Davidhizar** did not ask that the Board of Public Works and Safety review the City Repair Order as he was entitled to do.
- The Repair Order noted these violations: there was exterior wood siding not kept in good repairs; the roof and flashing were not sound; there were dwelling units using extension cords for permanent wiring; there were some issues with some receptacle outlets did not appear to be operable; the heating facilities were not properly installed and maintained in good working condition; and there was an infestation of bugs as a result of a failure to maintain the structure.
- The Repair Order required various repairs to bring the property into compliance. The repairs basically corresponded with the violations that were found by the Building Commissioner's order, and required all that to be completed within 60 days of the June 2024 order.
- The Repair Order was not complied with, based on subsequent inspections by the Building Department, and so Building Commissioner issued an order of civil penalty which was attached to the final staff report that was submitted as Exhibit B (**EXHIBIT #3 for the purposes of this hearing**).
- Due to a failure to complete the repairs required by the Repair Order, **Davidhizar** was issued a civil penalty of \$2,500.
- **Davidhizar** did not ask the Board of Public Works and Safety to review or consider an appeal of the civil penalty order.
- **Davidhizar** did not pay the civil penalty when required, so as a result, the amount was certified to the County Auditor and collected when property taxes were paid in May.
- The Building Commissioner issued a new order, dated April 29, 2025, modifying the prior Repair Order and now issued an Order that the unsafe structure at the property be demolished.
- This “Demolition Order,” which is the Order now under review, noted the same conditions rendering the property unsafe in June 2024 remained present at the property.
- It also noted that the stairways to the basement in one unit had been removed, leaving only a plywood covering and rendering such access unsafe
- The new order also noted that the repairs still had been unmade, modified it to a demolition order found it to be unsafe due to various provisions of unsafe building law; that it was not maintained in a manner that met the minimum standards for health and safety and that those conditions rendered the property dangerous.
- That order also noted that the prior actions had been unsuccessful in obtaining repair and compliance of the property, which continued to require re-inspection and continued enforcement action by the City.
- **The order requires demolition of the property within 60 days or by June 29, 2025.** And that order is due to be reviewed during today’s hearing.
- After **Ryan Conrad’s** report on his five inspections of the property, **Shuler** said he would summarize the staff’s recommendation on how to proceed.



**Mayor Leichty then swore in City Rental Inspector Ryan Conrad to provide truthful and complete testimony.**

**According to a summary slide:**

- Conrad first inspected the property in late 2021. None of the three units passed inspection at that time.
- For units that were vacant, Conrad provided notice to the property owner that the unit was not to be occupied until they passed inspection. However, a unit was later occupied without inspection.
- To date, none of the three units have passed inspection under City Code in the last 3+ years.

**Conrad** used the PowerPoint slides introduced by **Assistant City Attorney Shuler (EXHIBIT #1)** to discuss the condition of 105 Prospect Avenue over two years of his inspections. His report:

**2023 Property Inspection Photographs** – Among Conrad’s findings during this inspection were the following: Broken windows, gaps in the clapboard siding, plywood covering windows, holes and gaps in the wood siding all around the property; loose siding and trim that is not securely attached, holes in the walls, and missing smoke detectors.

**2024 Property Inspection Photographs (taken prior to issuance of Repair Order in June 2024)** – Among Conrad’s findings during this inspection were the following: Missing smoke detectors in the basement, gaps in flooring, flooring soft underneath the toilet, more loose siding, windows in disrepair, a missing window, loose and missing shingles, roof in disrepair, exposed insulation because of gaps in siding, evidence of an insect infestation and gaps in siding that have allowed the entry of rodents in the walls and ceilings.

**2024 Property Inspection Photographs (taken Fall 2024, more than 60 days following issuance of Repair Order)** – Among Conrad’s findings during this inspection were the following: an apartment in poor condition, holes in an interior wall, plumbing not functioning, exposed wiring in a kitchen, a unit occupied by a minor child and parent in poor condition, loose ceiling tiles, evidence of a roof leak, leaking interior plumbing, a disconnected sink, more loose siding, and holes allowing the entry of rodents.

**2025 Property Inspection Photographs (April 2025, prior to the issuance of the Demolition Order)** – Among Conrad’s findings during this inspection were the following: a kitchen electric outlet that sparks and is not working properly; damaged ceiling tiles from a plumbing leak, a broken window in a living room, cardboard being used to cover missing ceiling tiles, evidence of a roof leak, a basement stairwell has been removed and covered with thin sheets of paneling which would collapse if stepped upon, and more leaks in the ceiling.

**2025 Property Inspection Photographs (June 2, 2025, showing the current condition of the Property following a couple years of City efforts to obtain compliance.)** – Among Conrad’s findings during this inspection were the following: More loose shingles have fallen off the roof, exposed insulation about a window, a roof area by a skylight that is in disrepair, loose siding, gaps in siding, plumbing leaks throughout the basement, an inoperable furnace, ducts that are not connected, loose ceiling tiles and evidence of ceiling leaks, cardboard being used to cover missing ceiling tiles, another broken window, a missing stairwell to the basement now covered by a sheet of plywood, a floor damaged by a leak, exposed wiring, an extension cord being used to bring electricity from one apartment to another, more plumbing leaks, a shower in disrepair, an uncovered electrical panel, no upstairs heating, light switches without cover plates, and a ladder to an upstairs loft in disrepair.

**In summary, Conrad said: “As the photos demonstrate, despite various attempts over the past two years, the property has not been repaired into compliance with code, and has further deteriorated. No repairs have been completed on the exterior which contributes to the deterioration of the interior. An outlet in the kitchen still sparks. There are extension cords being used for wiring. There is continued use of space heaters for primary heating. Rodents have been heard running in the ceilings and walls. There are numerous plumbing leaks throughout the structure. The roof has not been repaired, and continues to leak. The property remains in an unsafe condition and the violations noted in the demolition order continue to exist on the property.”**

**Assistant City Attorney Shuler invited questions to Conrad from Board members or Davidhizar.**



**Board member Landis** asked **Conrad** about a photo showing gaps in a floor. He asked if that was a kitchen.

**Conrad** said that was an exterior deck.

**Assistant City Attorney Shuler** then summarized the staff recommendation for demolition of the property. He said the following about 105 Prospect Avenue:

"We think that it's shown to be in an unsafe condition for several years. There have been several attempts made at getting compliance at the property via just the normal rental inspection program, and then obviously issuing the repair order and the civil penalty order, but none of those have worked. And we're still at the point where the Building Department and, obviously, the Building Commissioner, based on the order, consider the property to be a fire hazard, and doesn't comply with minimum standards of housing that are designed for safety – working plumbing and heating facilities, no leaks, so you don't have the danger of falling ceiling, tiles and whatnot.

"So, that makes it an unsafe property underneath unsafe building law. That's the Building Department's position. And because we continue to be at a point where we're not getting compliance, this has been going on for two years, and a repair order was not effective in obtaining really any progress of the property.

"Part of the reason why we showed the photos that we did over the period of time is that you can see that generally the condition of the property has stayed the same or gotten worse over two years despite the City's efforts. So, because we're at the point where the use of additional abatement enforcement action, the City has just continued to require reinspection, we're asking the Board to affirm the Building Commissioner's order to adopt the staff report that's submitted today as well as findings in the Building Commission order as your findings to affirm the order in its entirety, and continue to require demolition of this property, because nothing else has seemingly worked to attain compliance."

**Shuler said Davidhizar and his attorney would be presenting additional evidence and information.**

**William Davis, an attorney for Ronald Davidhizar, invited testimony from Kevin Michael Finn, an engineer from Elkhart who was retained to inspect the property and evaluate it for structural soundness. Finn made two visits to the property in May and prepared a seven-page report that Davis said he would submit to the Board and ask Finn to review. He said the report would establish that the building is structurally sound (EXHIBIT# 4)**

**Mayor Leichty swore in Kevin M. Finn to provide truthful and complete testimony.**

Under questioning from **William Davis, Finn** described his occupation as a registered professional engineer for 38 years. He said a big part of his practice is as a structural engineer evaluating residential homes. He confirmed that a professional resume distributed to the Board (**EXHIBIT #5**) accurately reflected his experience and licensing in many states. It also listed clients and an overview of his work.

**Finn** confirmed that the seven-page report, with photos, which was distributed to the Board represented his considered opinion of the condition of 105 Prospect Avenue. Finn said he "evaluated the structure based on the loading conditions that are on the cover page of the report to determine whether the structure was capable of handling these required loads."

**The required loads according to the 2020 Indiana Residential Code (2018 International Residential Code) are as follows:**

**Roof** – 30 psf (pounds per square foot) Ground Snow Load / 23.1 psf Flat Roof Load

**Floor Live Load** – 40 psf

**Wind** – 115 mph Vult, Exp. B

**Seismic Design Category** – B

**Finn** said he inspected the property on two dates because he needed to return with tools to access the basement.



Finn said access to the basement was blocked by a panel screwed over the doorway. He reported that the stairwell to the second floor had a compromised step that would not hold the 300 pounds required if stepped on. He said replacement or reinforcement of the step, which easily be done, would be necessary or there could be a risk of injury.

**Guided by questions from William Davis, Finn provided the following report on the condition of the property:**

**Floor** – “The floors of the first and second floor appear to be satisfactory, for the required 40 pounds per square foot live load, and in addition to that, 40 pounds per foot separately. It would be able to handle the 300 pound concentrate load that is required ... I walked the entire floor of the second floor and the first floor, and felt that the floors were capable of handling the 40 pounds per square foot and or the 300 pound concentrate load.”

**Walls** – “The walls, in my opinion from the interior, show solid vertical support. Again, this is based on the loaded conditions that are on the first floor that it can handle the wind seismic loading conditions.”

**Ceilings** – “The ceiling really is only there to act as a barrier from the apartment to the attic area ... in this case it is not acting as a structural member to resist wind and seismic. The floor diaphragm will take care of that.”

**Roof** – “The eave in the following picture shows an attempt at repair. It does not appear to be complete. The roof framing is satisfactory from interior inspection and observation from the outside ... The current condition is that it does need to be re-decked and re-shingled in order to bring it back into compliance.”

**Exterior siding** – “The exterior siding does show separation from the paneling to the stud. This need to be removed and replaced with new siding to bring it to a satisfactory condition ... So, the bottom line is all the siding needs to be caulked, primed, and painted.”

**Heating and Air Conditioning System** – “As I was in the basement ... as I was inspecting, the heat, kicked on, and heat came out of the duct that is broken. But near as I could tell, the heating system is working.”

**Foundation** – “The foundation is satisfactory to support the two-story home, and this would be for the floor loads, the wind, seismic, all the applicable loads that’s required for the compliance with the State of Indiana and the City of In a **summary of the building’s condition, Finn said, “My recommendation is that when all the repairs are completed, that reinspection of the structure be made to confirm that the property is completed.”**

**Finn concluded that the building is structurally sound. “I would say it’s good for the loading conditions on the first floor, and that’s what’s required. So yes, it is sound.”**

Asked **by William Davis** if the building is reparable, Finn said, “Yes, it could be fixed in all areas of any deficits or defects that are existing. They can all be fixed.”

Asked **by Davis** if it would be a waste to demolish the building, Finn said, “Yes, in my opinion it can be fixed and to demolish it would not be good for the City of Goshen, because it is habitable structure after the repairs are made.”

**Board member Swartley** asked Finn about repairing the siding. She said it looked water-logged and might not be able to be caulked, primed and painted. Finn said he believed the siding could be repaired.

**Board member Myers** asked Finn if it would take two years to make the necessary repairs, adding that the City has been trying to secure repairs for two years already and no work has been done. He noted that tenants have been living in the building and asked Finn if he would let his family members live there. Finn responded, “I think my brother, it’s very possible, could be living in something like this and he’d be happy. In fact, he does out in Corvallis, Oregon. But I’d say he lives in a house similar to this now.”

**Board member Landis** said he has siding that looks better to that on this building and all of the paint came of it because the wood was so dry internally that it didn’t stick. Landis said that with enough prep work, the siding could be paintable but it would take much more time and effort than would be worthwhile.

Finn said some of the siding has holes and it must be removed and replaced.

**Board member Swartley** said Finn was just confirming what City staff has said for two years and that is there is a need for repairs. She listed some of the deficiencies.

**William Davis** responded, “I’m sorry, you know Mr. Finn doesn’t know anything more than what just happened. Did you want to testify about this or not?” **Board member Swartley** said, “No, I don’t want to testify.”



**Mayor Leichty** said, "Mr. Davis, the Board is free to make comments or ask questions that are germane to the hearing." **Board member Swartley** said, "I'd be happy to make those comments to you instead of Mr. Finn or to Mr. Davidhizar directly." **William Davis** said, "Okay. I don't think he's got the capacity to respond what the history has been."

**Under questioning from Assistant City Attorney Shuler, Kevin M. Finn testified:**

- He visited the property on May 12 and May 28, 2025 – and those were his only visits.
- The primary focus of his inspection was to determine whether or not the house was structurally sound although he was also asked to assess the heating system.
- His only assessment of the HVAC system was of the furnace.
- He did not assess the electrical or plumbing systems at the property, but would agree those systems need repairs.

**Mayor Leichty** said she didn't have any questions for **Finn**, but offered this concluding advice: "The last time you testified before this body you had fallen through the floor of a house of Mr. Davidhizar and this time you nearly fell through the stairs. So, I just urge you to be cautious as you are inspecting houses on behalf of Mr. Davidhizar."

**William Davis** said he now wanted to call on **Ronald E. Davidhizar** to testify. Before doing so he distributed to the Board a two-page typed document that was **Davidhizar's "partial response to the Building Commissioner's Order of April 29, 2025" (EXHIBIT #6)**. He said he would then ask **Davidhizar** to discuss the condition of the building and any alleged deficiencies.

**Mayor Leichty** swore in **Ronald E. Davidhizar** to provide truthful and complete testimony.

**Guided by questions from William Davis, Davidhizar provided detailed responses about the property:**

**1. Alleged exterior walls deficiencies:** "The plan is to, as I point out here (in document), is to blow insulation between the studs, in other words, the stud cavities, and then to cover the entire house with Styrofoam sheets and then put vinyl siding on. We had thought about repainting. That's what the City had requested. I had a discussion with the Building Commissioner Myron (Grise) and we agreed that it would be a better idea to not paint it, but to put new siding on, and while we were doing that it made sense to insulate and make the house more energy efficient."

**Are holes in the siding providing access to the interior of the structure?** "Not to the interior of the structure, but to the stud spaces ... They (rodents) cannot gain access to the interior of the building."

**2. Regarding claims that the roof and flashing are not sound and contain defects that admit rain:** "Yes, they are now. We had put a new roof on within the last five years, I think. So, the back part of the of the house that is not so steep is still in good condition. There are no leaks there, but the upper part, the part of the house that's two-stories tall, does have some defects in the roof. Shingles and flashing would be taken care of at that time if I decide to use shingles. If I decide to put a metal roof on, we'll put a roof on the entire house, both the part that has a newer roof in the back newer shingles and the upper part that has older shingles that are deteriorating."

**3. Regarding claims the residential ceilings have not ben kept in good repair and are missing ceiling tiles due to water damage caused by a faulty roof:** "I think it's a result of plumbing. But in any event, that would be taken care of, either by the roof, or by replacing some of the plumbing. Some of the plumbing has been replaced already."

**About water damage to a downstairs building due to a leaky P-trap under the upstairs kitchen sink:** "Yes there was. The metal traps that are available now are brass and quite expensive. The plastic P-traps are much cheaper and they're very good, but they're also a softer material and easy to cross thread and that's what happened here. The tenant found that there was something wrong and took it apart, but when he put it back together, he cross threaded. And then it developed a drip." He added it has now been repaired and is no longer leaking.



**About replacing the missing ceiling tiles:** Davidhizar said there are “suspended ceilings” and not the original ceilings in the building, which are “solid.” He added, the ceiling panels will be replaced. “It’s an easy fix.”

**4. About the wiring in the house:** “The wiring is fine. The wiring is relative relatively new. It has no knob and tube wiring. It’s all of a fairly recent vintage. It’s Romex, and has the third wire as a ground wire. The outlets in the whole house are grounded.”

**On the use of extension or flexible cords for permanent wiring that were running under carpets or concealed within walls, doors or ceilings:** “When the people in the back apartment did not pay their utility bill and utilities got shut off, the people in the downstairs front apartment felt sorry for them, and allowed them to run heavy extension cords from the front apartment to the back apartment. They were warned several times that this is not a safe idea. They were warned by me and my staff and also by the Building Commissioner that this would not be allowed. It is unsafe.” Davidhizar said the situation has been corrected and there no longer is a tenant in the back unit.

**5. Receptacle outline in the living room near the front door cracked and in need of replacement:** Davidhizar said it has been replaced.

**6. Receptacle outlet in the bathroom is inoperable:** Davidhizar said it has been replaced.

**7. Heating facilities not properly installed and maintained in back bedroom:** “The back apartment has what is called a wall furnace, and it vents directly through the wall. Simply walking around the house one can easily see that the vent is there and it’s working.”

**Disconnected furnace pipe in the basement:** “I don’t know what happened, but the heat duct had come apart and has been repaired. That’s been repaired.”

**Condition of two furnaces in the basement:** Davidhizar said there is one for the downstairs and one for the upstairs and both are working

**8. Infestation of cockroaches, bedbugs, or other insects:** “I’ve been told that there were some squatters living back there, and once they were gone, then we called a professional company to eliminate the insects in the back apartment.” He said arrangements were being made to spray the other apartment.

**9. No stairway to the basement, posing a safety hazard:** “The basement has two entrances. One goes down a set of perfectly good concrete steps to the basement and we’ll keep that. But the one that went down from the interior of the house, we thought could better be used as storage space. I don’t want tenants going into the basement and doing anything with the furnace or other facilities that are down there that had been blocked off. The one that went down from the inside had been blocked off and someone removed that panel so that they could gain access to the basement. That has been more substantially blocked off now, so that there’s no more need to worry about tenants getting in down there.”

**Other issues:** Davidhizar said other cited issues have been resolved, including all plumbing issues. He said a missing discharge pipe and faulty valve on the water heater have been replaced as well as a defective porch light. He added that he hired **Rick Wagner** to make repairs at the building and he could verify work that’s been done.

**Asked by William Davis why all the repairs have not been taken care of the past two years, Davidhizar said:** “We have been working on the house. It did have more plumbing difficulties, some of which have been replaced ... And in in one case we tried and failed at cleaning out a drain line. I don’t know what the problem was, but we hired a professional drain cleaner to come and clean out the drain line that was taken care of ... and a new roof was put on the back part of the house.” He added that the back part of the house is unoccupied

**Asked if he wanted to make additional comments, Davidhizar said:** “This is a sturdy building. It has some rather unique antique woodwork which we have laboriously refinished, and it turned out rather nicely. The kitchen is large and roomy. There’s good cupboard space and when it’s cleaned up and redecorated, I think it will be very attractive, especially with a new roof and siding, because, quite frankly, it looks very weathered with the original siding on it.

“So, when we have that insulated better, which is always a good idea, and new siding on, which is much less expensive and time consuming than painting, it will be rather attractive.”



**Davidhizar** added, "We've taken care of the inside of the house pretty well where the where there are things that are not acceptable on the outside of the house, we still have that to do. Permits have been obtained to do that work and I have Troyer Construction engaged to take care of the roof and the siding."

**Mayor Leichthy** asked if **Davidhizar** brought along a contract for that work. **Davidhizar** responded, "I didn't sign a contract. I never have with Troyer. They do very good work, and I don't need to worry about it."

**Board member Mary Nichols** said **Davidhizar** commented that if time were not an issue he would tear off and replace shingles. She noted that **Davidhizar** has had two years to make repairs. **Davidhizar** responded, "I have other houses, and I've been working on those which our Building Commissioner will verify if you ask him."

**Mayor Leichthy** said, "I'll just revisit Mary's question. She asked about time constraints, and you said you had competing properties, and you would not be able to address the needs of this house because you had to address other houses. So, my question is, you have asserted that you have the means to do multiple projects simultaneously, but you chose to not do this one."

**Davidhizar** responded, "That's not what I intended to say. I'm sorry that you understood it that way, because you seem to be very eager to get this house taken care of. It will save time if we go over the old shingles rather than tear the old ones off and put new ones on. It is allowed to put new shingles over old in order to get it done faster. That's why we would put new shingles over old. I prefer to tear the old ones off, but that takes longer."

**There were no further Board questions.**

**In response to a question from the Clerk-Treasurer, David clarified that the abbreviation "TKO," as listed three times in Davidhizar's response memorandum, meant "Taken Care Of."**

**Assistant City Attorney Shuler then asked Davidhizar a series of questions and he responded as follows:**

**When were the recent repairs on the house made?** "Well, the new shingles on the one-story part of the house were installed about five years ago. And other than that, we have done plumbing repairs. As I pointed out, the sewer line, we couldn't seem to get open. We had that professionally done. We've repaired a number of windows. There is a picture window in the front of the house that was broken that has been replaced. There were some smaller windows that had been broken and replaced, and where I've replaced windows mostly, I have replaced them with thermal pane windows, double pane."

**Were the repairs made in the last two years?** "Within the last year or two. Last summer we did some windows there and also some plumbing repairs."

**Has there been any work on the roof in the last 2 years?** "We did some repair. We did not do any roof replacements."

**Were any permits pulled for the roof repairs?** "If it's a repair, I don't believe that it's necessary."

**Were there any repairs to suspended ceilings?** "Yes. We've replaced some that were damaged." He said that was an ongoing repair effort due to plumbing leaks.

**For the roofing work, did he pull a roofing permit?** "I believe so."

**Have you pulled any other permits for the property recently?** "I think it's a general remodeling permit that would cover, I guess, a number of things. I don't need a permit to repair plumbing as long as it's just a repair. If we're tearing things out and doing a full-blown replacement of the plumbing in the house, then that would require (one), but it does not require a permit if it's less than \$1,000 dollars."

**Are the required plumbing repairs less than \$1,000?** "Yes."

**Were remodeling and window and siding replacement permits pulled on April 30?** **Davidhizar** confirmed that was the case. He said he didn't know if he was served with a demolition order by the City Building Commissioner on April 30. Asked why he pulled the permits on April 30, **Davidhizar** said, "Well, this is a project that we've been talking about, the Building Commissioner and the weather is good enough now that we can easily do exterior work."



**Davidhizar** said he would not dispute that he pulled the permits the same day he was served the demolition order. **Davidhizar** said he doesn't recall being served with a repair order in June 2024, but would not dispute that was done. **Mayor Leichty** thanked **Davidhizar** for his attendance and update and sharing his perspective on this property.

**In his concluding remarks, Assistant City Attorney Shuler** said the property has been inspected for two years and a repair order was issued 11 months ago and there have been no substantive repairs. Despite a demolition order, he said it has still not been fixed, so the Building Department is recommending that the demolition proceed. **Shuler** said the options before the Board included: affirming the Building Commissioner's order entirely; modifying the order back to a repair order; modifying the order to a repair order with stipulations that if it's not repaired in a certain amount of time there would be a civil penalty; and modifying the order completely if the Board determined that the repairs had been completed.

**Shuler** said that **Davidhizar** and his consulting engineer both said repairs were still needed. He added, "Nothing was done in 11 months since the repair order and the permits were only pulled and work only began because the Building Commission issued a demolition order. So, that's the Building Department's stance, but we'll obviously respect any decision that the Board makes."

**Before offering his concluding remarks on behalf of Davidhizar, William Davis** distributed to Board members a one-page document, titled "Required Proof for a Demolition Order." **Davis** said the document summarized and provided excerpts of state statutes concerning unsafe buildings and established "what needs to be proved in order to sustain a demolition order under the statute." (EXHIBIT #7).

**Davis** said, "So this is just basically quoting from the statute that what's required ... What I call your attention to (is) whatever else may be true in point three (of the cited statute) is that the demolition 'is reasonably related to the condition of the subject building' is a criterion that has to be met whether or not there's been unreasonable delay in getting the repairs made. You need to look at what is the condition of this building, and is a demolition order the appropriate response to that.

"There is authority, as I have quoted here, or the point that Mr. Shuler is making, that under one section or subsection of this general statute, it mentions the general condition of the building warrants removal or that the building continues to require reinspection and additional abatement action after an additional abatement action was taken pursuant to the notice and order. So, that's authority for doing that if indeed the demolition is reasonably related to the nature or to the condition of the subject building.

"And we're suggesting that the condition of the subject building is that it's structurally sound, and that repairs are reasonable for this building, and that if you need to enforce this repair or repair order from the last year in some other way besides demolition, you know you can do it. So can the Building Department.

"Why, they decided that demolition is the is the right solution for this, I'm not sure. And so, that's a question that I think you all need to ask yourselves. Also, it's curious, but indeed, the statute says that the demolition is reasonably related to the nature and use of nearby properties, and I don't think we've had any testimony about that today."

**In response, Mayor Leichty** said, "Mr. Davis's reiteration of why we are here is helpful and clarifying for me. I have no doubt that we've received sufficient testimony today that the repairs have not proceeded as required, that there are still occupants of this house. I have received some statements from the police about repeated visits to this location as well, and we heard that there have been people trespassed there because they are squatters, which means they have access to a property that is unsecured.

"All of those are indicative of being a blighted property and a detriment to the value of the surrounding houses in that neighborhood. It is also adjacent to a park where children play, and is occupied by children, and is clearly unsafe for children. Mr. Davidhizar has indicated that there are no limits to his financial capacity to make the necessary repairs, but he's chosen not to do this."



The **Mayor** concluded, ““This house has fallen into deplorable condition, and is clearly not an asset to the people occupying that home, the neighborhood, or the City as a whole. I would be in favor of supporting the Building Commissioner’s order as it has been presented.”

**Mayor Leichty invited counsel from other Board members.**

**Board member Landis** said, “I don’t know what to say, honestly. 2021 is the first time there was awareness (of the property) officially by what we heard and I just can’t imagine living in that place and why it should take anyone in the City level to try to remedy that situation when finances are not an issue for the person owning the property, and I feel like I’ve been gas lit today and it’s a dog and pony show.

“This is not about anything real. This is just simply about when we get to a point where push comes to shove, when the City finally says, ‘Okay, we’ve tried. We’ve asked. We’ve requested. We’ve held your hand. We’ve done all these things. So, I guess we’re going to get tough.’ And then suddenly (the response is), ‘Oh, well, we’ll get permits now.’ What else are we supposed to do?”

**Board member Landis** concluded, “If nothing else works, I think we leave demolition order in place ... requested by the Building Department. I’m not inclined to change it. I’m just not.”

**Board member Nichols** said, “I’m in full support of the demolition order. There’s been a fine. There’s been an order for repairs. Nothing’s worked.”

**Board member Myers** said, “I support what you’re saying also. This is not our first rodeo with the circumstance that we’re going through. And, like you said, we get to the brink where it’s push gets to shove and we have to do the shoving to move forward. He’s had expert testimony from the engineer that said the building needs repair, but yet nothing been done. Yes, I support the demolition order.”

**Board member Swartley** said, “Yes, I support it as well. It pains me to think of kids living in that house, honestly, and the absolute horror of the house. It’s not the worst we’ve seen, but it seems to take a demolition order to get Mr. Davidhizar to pull permits when he’s had several years to leave that roof in that condition, to allow that siding to deteriorate to the condition it’s in now. I just can’t imagine any pride of ownership.

“It’s sad to me that it has nice woodwork that has been refinished, which did nothing to improve the blight. So, I support also the demolition order at this point.”

In her final remarks, **Mayor Leichty** said “I see nothing missing from the requirements to issue a demolition order. So, okay, we’ll proceed with a formal vote. “ She then invited a motion from the Board.

**Swartley/Landis made a motion to affirm Building Commissioner’s decision, to adopt the staff report and proceed with the demolition of the building at 105 Prospect Avenue in Goshen. The motion passed 5-0.**

**At 5:56 p.m., Mayor Leichty adjourned the unsafe building hearing.**

**APPROVAL OF CIVIL & UTILITY CLAIMS**

**Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Landis seconded the motion. The motion passed 5-0.**

**ADJOURNMENT**

**Mayor Leichty adjourned the meeting at 5:56 p.m.**



**EXHIBIT #1:** A 52-page PowerPoint presentation, dated June 5, 2025, that was titled “Unsafe Building Hearing – Staff Report, 105 Prospect Avenue, Goshen” and shown during the unsafe building hearing for the property. The PowerPoint was presented by Assistant City Attorney Don Shuler and City Rental Inspector Ryan Conrad and included a background summary of the matter, photographs taken by Conrad over two years showing the condition of the property, a narrative summary of the property’s condition and a two-page staff recommendation.

**EXHIBIT #2:** A five-page order of the City of Goshen Building Commissioner for the property at 105 Prospect Avenue which included a certificate of service of the order to Ronald Davidhizar. Marked by the City Legal Department for the June 5 unsafe building hearing as “Exhibit A,” the order was issued June 18, 2024 by the Building Commissioner and served on Davidhizar on June 20, 2024.

**EXHIBIT #3:** A four-page order of the City of Goshen Building Commissioner for the property at 105 Prospect Avenue which included a certificate of service of the order to Ronald Davidhizar. Marked by the City Legal Department for the June 5 unsafe building hearing as “Exhibit B,” the order was issued Dec. 18, 2024 by the Building Commissioner and served on Davidhizar on Dec. 18, 2024.

**EXHIBIT #4:** A seven-page report of a structural inspection conducted in May 2025 at 105 Prospect Avenue in Goshen by Kevin M. Finn, a consulting engineer retained by Ronald Davidhizar. The report, which Finn reviewed with the Board of Public Works and Safety at an unsafe building hearing for the property at 105 Prospect Avenue, included Finn’s findings as well as numerous color photographs.

**EXHIBIT #5:** A two-page professional resume of Kevin M. Finn, P.E., Inc., of 815 Waterbury Park Drive, Elkhart, a consulting engineer retained by Ronald E. Davidhizar to perform a structural inspection of 105 Prospect Avenue in Goshen. The resume was presented to the City Board of Public Works and Safety.

**EXHIBIT #6:** A two-document prepared by Ronald Davidhizar and his attorney, William Davis, which was titled “Partial Response to the Building Commissioner’s Order of April 29, 2025.” The document served as a response and rebuttal to the Building Commissioner’s findings. Through questions from his attorney, Davidhizar presented his response to the Board of Public Works and Safety during the unsafe building hearing for 105 Prospect Avenue.

**EXHIBIT #7:** A one-page document, titled “Required Proof for a Demolition Order,” that was presented to the Board of Public Works and Safety by William Davis, the attorney for Ronald Davidhizar, during the unsafe building hearing for 105 Prospect Avenue. The document summarized and provided excerpts of state statutes concerning unsafe buildings.

**APPROVED:**

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Mayor Gina Leichty



---

**Mike Landis, Member**

---

**Orv Myers, Member**

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**Mary Nichols, Member**

---

**Barb Swartley, Member**

**ATTEST:**

---

**Richard R. Aguirre, City of Goshen Clerk-Treasurer**



**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: June 12<sup>th</sup>, 2025

From: Chief Jose' Miller

Reference: Promotion of Tyler A. Schaaf #206 to Rank of Sergeant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Tyler A. Schaaf from the rank of Patrol Officer to the rank of Sergeant, effective Friday, June 13, 2025.

Following a comprehensive review of all candidates who participated in the promotional testing process, Officer Schaaf was selected as one of the top candidates for advancement. He has served the Goshen Police Department for approximately four and one-half (4½) years.

Officer Schaaf currently serves as a Field Training Officer, mentoring and preparing new recruits for the demands of the profession. He also plays a vital role on our S.W.A.T. Team, where he has demonstrated tactical proficiency, sound judgment, and a calm demeanor under pressure.

Tyler has consistently shown strong dedication to both our department and the community we serve. His professionalism, reliability, and leadership capabilities make him a strong fit for the responsibilities of Sergeant. He will be a valuable addition to our leadership team.

Respectfully,

A handwritten signature in black ink, appearing to be "J. 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: June 12<sup>th</sup>, 2025

From: Chief Jose' Miller

Reference: Promotion of Kaleb E. Rucker #210 to Rank of Sergeant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Kaleb Rucker from the rank of Patrol Officer to the rank of Sergeant, effective Friday, June 13, 2025.

Following a thorough review of all eligible candidates who completed the testing process, Officer Rucker was identified as one of the top candidates for promotion. He has served the Goshen Police Department with distinction for approximately four (4) years.

Officer Rucker currently holds the responsibilities of a Field Training Officer and is certified as a Drug Recognition Expert (DRE). In both roles, he has consistently demonstrated a high level of professionalism, initiative, and commitment to the mission of our department and the safety of our community.

His strong work ethic, leadership potential, and integrity make him a valuable addition to our supervisory team. I am confident that Officer Rucker will serve the department and the City of Goshen with honor in his new role.

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: June 12<sup>th</sup>, 2025

From: Jose' Miller, Chief of Police

Reference: The Promotion of Officer Luis Lopez #232 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety **approve the promotion of Officer Luis Lopez #232 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to June 10, 2025.**

Officer Lopez successfully completed his twelve (12) month probationary period on June 10, 2025. Over the past year, he has shown strong dedication, sound judgment, and a solid work ethic. His performance has demonstrated that he will continue to be a valuable asset to the Goshen Police Department and the community we serve.

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: June 12<sup>th</sup>, 2025

From: Jose' Miller, Chief of Police

Reference: The Promotion of Officer Darrick Braun #233 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Darrick Braun #233 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to June 10, 2025.

Officer Braun successfully completed his twelve (12) month probationary period on June 10, 2025. Throughout the past year, he has demonstrated professionalism, strong performance, and a clear commitment to the mission of the Goshen Police Department. Officer Braun has proven that he will be a valuable member of our department and a strong contributor to the community

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: June 12<sup>th</sup>, 2025

From: Jose' Miller, Chief of Police

Reference: The Promotion of Officer Quinten Bland #234 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety **approve the promotion of Officer Quinten Bland #234 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to June 10, 2025.**

Officer Bland successfully completed his twelve (12) month probationary period on June 10, 2025. During this time, he has consistently demonstrated professionalism, reliability, and a commitment to the values and mission of the Goshen Police Department. His performance confirms that he will be a strong and steady presence within both the department and the community we serve.

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: June 12<sup>th</sup>, 2025

From: Jose' Miller, Chief of Police

Reference: The Promotion of Officer Rodger Wigent #236 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Rodger Wigent #236 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to June 10, 2025.

Officer Wigent successfully completed his twelve (12) month probationary period on June 10, 2025. Over the past year, he has demonstrated a strong work ethic, sound judgment, and a clear commitment to the mission of the Goshen Police Department. His conduct and performance have shown that he will continue to be a valuable asset to both the department and the community we serve.

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**



# St. John the Evangelist Catholic Church

422 South Main Street • Goshen, IN 46526 • 574.533.3385

June 4, 2025

City of Goshen  
Board of Public Works and Safety  
Goshen, IN 46526

Dear Members of the Goshen Board of Public Works and Safety:

St. John the Evangelist Catholic Church respectfully submits for your review the following request.

Our plan is to have our annual Corpus Christi Procession on Sunday, June 22, 2025. From 12pm to 2pm. This event allows our parishioners to come together for worship and fellowship, which brings spiritual growth and goodness. The Corpus Christi Procession will begin on the Grounds of St. John the Evangelist Church, and will be processing through Monroe St, taking a right turn onto River Race Dr. We will remain on River Race Dr. Then we will turn right onto East Washington St., then we will take a right turn onto S. Main St. then we will be on S. Main St. until we get to West Madison St., we will cross on crosswalk on the intersection of Main St. and Madison St. Then we will continue south along Main St. back to the church. We are expecting around 200 to 300 parishioners for this event.

I have included for your convenience a map of our planned route.

Thank you for your time and consideration.

Sincerely,

Jonathan Evangelista Rios  
Pastoral Associate  
Director of Religious Education  
St. John the Evangelist Catholic Church  
422 S. Main St. Goshen, IN 46526  
574-533-3385  
jevangelista@stjohncatholic.com



June 9, 2025

To the Goshen City Board of Works,

Lacasa, Inc. and Borntreger Inc are applying to temporarily place a crane in front of the Shoots building this coming Friday June 13, 2025 from 6:30- 10 AM. This will take up two street parking spots north of The Shoots Apartments at 112 E Lincoln Ave. The Crane's outriggers will project into the eastbound lane of Lincoln Ave., we will install barricades to divert traffic around the crane. The sidewalk in front of the building will also be closed during the lifting activity. We expect the crane to be set up at 6:30 AM on Friday 6/13 and be removed by 10 AM that same day.

We have notified the adjacent building owners and commercial tenants. ADEC will make other arrangements for their morning drop offs on Friday this week.

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





Crane in front of Shoots Building; 112 E. Lincoln Ave.



Imagery ©2025 Airbus, Google, Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 20 ft



## 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](http://www.goshenindiana.org)

June 12, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Memorandum of Understanding Between the City of Goshen, Indiana and Elkhart FOP Lodge 52, Inc.

Attached for the Board's consideration and approval is a Memorandum of Understanding (MOU) between the City of Goshen, Indiana and Elkhart FOP Lodge 52, Inc. setting procedures and standards for Police Department Officers working outside secondary employment and outside overtime. This MOU is necessary to slightly modify the minimum overtime provision in the parties' collective bargaining agreement. It is requested that the Board establish that Union members who volunteer for outside overtime assignments shall be compensated at the rate of \$60.00 per hour, or at the Union member's overtime rate, whichever is higher.

### Suggested Motion:

To establish the volunteer outside overtime compensation rate be set at \$60.00 per hour; and approve, and authorize Mayor Leichty to execute, the Memorandum of Understanding Between the City of Goshen, Indiana and Elkhart FOP Lodge 52, Inc.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety (“City”) and Elkhart FOP Lodge 52, Inc. (“Union”), collectively referred to as the “Parties,” on the last date executed below.

WHEREAS, City and Union are parties to a Collective Bargaining Agreement (“CBA”) effective January 1, 2024, through December 31, 2026; and

WHEREAS, Article XXXVIII of the CBA and Police Policy 1015 provide a framework for Union members to work secondary employment/outside employment for private employers while the member is off duty (“Outside Secondary Employment”); and

WHEREAS, opportunities will be available to Union members to work large community events (greater than 1,000 expected attendees), e.g. First Friday events; to work City Departmental events, e.g., Rock the Quarry; or to transport mental health patients as employees of the City, outside normal shift work (“Outside Overtime”); and

WHEREAS, uncertainty regarding the City’s liability insurance carrier’s willingness to provide defense and coverage for events that occur during Outside Secondary Employment caused a temporary pause in the City approving Outside Secondary Employment assignments; and

WHEREAS, City and Union are working through the details of an agreement to allow Outside Secondary Employment for Union members; and

WHEREAS, the Parties recognize the need to adjust the guaranteed minimum amount of overtime, as described in Article VII, Section One of the CBA, for instances where Union members are required to initiate law enforcement action while working an Outside Secondary Employment assignment; and

WHEREAS, the Parties recognize this adjustment as part of a larger agreement intended to allow for Union members to work Outside Secondary Employment assignments; and

WHEREAS, the Parties desire to implement this adjustment without reopening negotiations on the full CBA and have agreed that this MOU shall sunset upon the expiration of the current CBA on December 31, 2026; and

WHEREAS, the Union agrees that it will not file, nor be eligible to file, a grievance related to the agreed-upon changes contained within this MOU.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Section 1. Purpose. The purpose of this MOU is to revise the guaranteed minimum amount of overtime, as described in Article VII, Section One of the CBA, for instances where Union members are required to initiate law enforcement action while working an Outside Secondary Employment assignment, to establish conditions for Outside Secondary Employment assignments, and to establish conditions for Outside Overtime assignments.

Section 2. Conditions for Approval of Outside Secondary Employment. The parties agree to the following conditions for working Outside Secondary Employment assignments

- a. Notwithstanding Goshen Police Policy 333, Off-Duty Law Enforcement Actions, officers shall initiate law enforcement action while working an Outside Secondary Employment assignment if the officer becomes aware of an incident or circumstance that the officer reasonably believes poses an imminent threat of serious bodily injury or death, or significant property damage or loss. The officer shall take reasonable action to minimize or eliminate the threat.
- b. When a Union member takes law enforcement action under this Section 2, the member shall follow the provisions of Policy 333 triggered by taking law enforcement action, e.g., calling dispatch, notifying the local law enforcement agency, contacting the Shift Officer in Charge, etc.
- c. A Union member who initiates law enforcement action while working an Outside Secondary Employment assignment shall be considered an employee of the City of Goshen upon initiating law enforcement action, and shall be compensated by the City of Goshen until such time that the officer's obligations under Policy 333 are complete.
- d. The Union member shall not accept compensation from another source from the time of initiating law enforcement action until the time that the member's obligations under Policy 333 are complete.
- e. A Union member may use a patrol vehicle for Outside Secondary Employment assignments only within Elkhart County, unless the patrol vehicle is used as an escort for an event that commences within the City of Goshen and returns to the City of Goshen, even though the event may travel outside Elkhart County.
- f. The Union member shall acknowledge terms substantially similar to the ones attached to this MOU before working an Outside Secondary Employment assignment.
- g. The City and the Union shall continue to work toward a final policy and any CBA and Police Policy revisions necessary to implement a permanent secondary employment/outside employment solution.
- h. Those portions of Article XXXVIII of the CBA, Police Policy 1015, and Police Policy 333 not in conflict with this MOU shall remain in full force and effect.

Section 3. Adjustment of Guaranteed Minimum Overtime. In order to provide compensation to Union members working Outside Secondary Employment assignments from the time of initiating law enforcement action until the officer's obligations under Policy 333 are complete, the parties agree that the Union member shall be compensated by the City of Goshen for the actual time during such time period. The parties agree to adjust the guaranteed minimum of two hours of overtime down to the actual time working between initiating law enforcement action and when the officer's obligations under Policy 333 are complete. In all other instances of working overtime, the guaranteed minimum overtime found in Article VII, Section 1(C) shall remain in full force and effect.

Section 4. Conditions for Outside Overtime. Union members who volunteer for Outside Overtime assignments shall be compensated at the rate of \$\_\_\_\_\_ per hour, or at the Union member's overtime rate, whichever is higher. Union members who are mandated to

work Outside Overtime assignments shall be compensated at the Union member's overtime rate. A Union member may not call in sick on a day of an Outside Overtime event in order to earn overtime or premium pay.

Section 5. Special Police Officers. If insufficient Union members volunteer for Outside Secondary Employment or Outside Overtime assignments, Goshen Police Department Special Police Officers may be offered the opportunity to work the Outside Secondary Employment or Outside Overtime assignments.

Section 6. Sunset Clause & Future Negotiations.

- a. This MOU shall remain in full force and effect through December 31, 2026, at which point it shall automatically expire, unless extended by mutual written agreement of the Parties.
- b. The Parties acknowledge that the provisions of this MOU are intended to remain in effect for the duration of the current CBA and shall not establish a precedent beyond the term of this agreement.

Section 7. No Grievance Agreement.

- a. The Union expressly waives the right to file a grievance under the CBA related to the guaranteed minimum overtime adjustment set forth in this MOU.
- b. The Parties agree that the provisions of this MOU shall not be subject to arbitration or other dispute resolution mechanisms under the CBA.

Section 8. No Amendment to CBA. The Parties agree that this MOU does not amend or modify the CBA. The existing terms of the CBA remain in full force and effect except as explicitly stated in this MOU.

Section 9. Miscellaneous Provisions.

- a. Any amendments to this MOU must be in writing and signed by all parties.
- b. This MOU shall be governed by and construed in accordance with the laws of the State of Indiana.
- c. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect.

[Signatures on following page.]

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

By: \_\_\_\_\_  
Gina M. Leichty, Mayor

Date: \_\_\_\_\_

Elkhart FOP Lodge 52, Inc.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Secondary Employment Acknowledgment Statement**

I understand that while I may engage in voluntary Outside Secondary Employment outside of my official duties with the City of Goshen and the Goshen Police Department, such work is considered separate and distinct from my employment with the City. While working an Outside Secondary Employment assignment, I acknowledge that I am not considered to be acting in my capacity as a Goshen Police Officer unless I initiate law enforcement action.

The City's liability and workers' compensation insurance coverage are not intended to apply during Outside Secondary Employment unless and until I initiate law enforcement action and begin performing duties within the official scope of my employment.

I understand and agree to the following:

1. **City Insurance Coverage – Clarification of Scope**

I acknowledge that while performing voluntary contractual services for a private entity other than the City, I may not be covered by the City of Goshen's liability or workers' compensation insurance unless and until I take law enforcement action. In such instances, if I need to act in my official capacity as a Goshen Police Officer to intervene in a criminal act, preserve public safety, or fulfill a duty required by law or policy, my status may shift into the scope of City employment. The determination of whether I was acting within the scope of my employment will be based on initiating law enforcement action.

2. **Private Employer Responsibility**

I understand that it is the responsibility of both me and the private employer to ensure that appropriate liability and workers' compensation insurance are in place for the duration of the Outside Secondary Employment assignment. This includes coverage for general liability, personal injury, and any civil claims that may arise from private employment duties.

3. **Voluntary Participation and Consultation**

I confirm that my participation in Outside Secondary Employment is voluntary. I acknowledge that I have had the opportunity to consult with the Chief of Police or the Chief's designee, the FOP, or an attorney of my choosing regarding this acknowledgment.



## 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](http://www.goshenindiana.org)

June 12, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Amendment Agreement 2 with Gregory A. Kil & Associates, Inc.

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Supplementary Amendment with Gregory A. Kil & Associates, Inc. (Kil). On or about February 23, 2024, the City entered into an agreement with Kil to provide architectural services to the City relative to the renovation of the Annex building. After consideration between City's Engineering Department and Gregory A. Kil & Associates, Inc., it has been determined that additional assistance will be needed from Gregory A. Kil & Associates, Inc. to include 7 construction administration site visits and an allowance of 30 hours for submittal and RFI review and assistance to observe work in progress to ensure that the project is being built in accordance with the plans and specifications. Gregory A. Kil & Associates, Inc. will be paid an additional \$14,500.00 for these services. All other terms and conditions within the February 23, 2024 agreement remain in full effect.

### Suggested Motion:

Approve and authorize Mayor Leichty to execute the amendment agreement with Gregory A. Kil & Associates, Inc. for the additional services described within this memo at a cost of \$14,500.

SUPPLEMENTARY AMENDMENT TO THE KIL ARCHITECTURAL PROPOSAL BETWEEN OWNER AND ARCHITECT BY AND BETWEEN:

THE CITY OF GOSHEN AND  
GREGORY A. KIL & ASSOCIATES, INC. (d/b/a Kil Architecture/Planning)

Agreement Dated February 23, 2024

Article 4 SUPPLEMENTAL AND ADDITIONAL SERVICES:

**Section 4.1.2.1: REPLACE ALTERNATE #4.C. WITH THE FOLLOWING:**

**C. CONSTRUCTION ADMINISTRATION:**

During the course of Construction for the Roof Portion of the Project, Architect to provide a total of seven site visits to observe work in progress to ensure that the project is being built in accordance the plans and specifications, Architect to attend virtual biweekly project progress meetings for a total of twelve progress meetings at up to one hour each. No meeting reports will be provided from progress meetings. Architect to provide RFI and Submittal review for project along with being available for Owner and/or Contractor questions.

**Section 4.1.2.1 REPLACE ALTERNATE #4.D.3 WITH THE FOLLOWING:**

3. Construction Administration Phase for Roof portion of the project will be performed for a fee of \$14,500.00.

This fee includes 7 Construction Administration Site visits and an allowance of 30 hours for Submittal and RFI Review and assistance with Owner and/or Contractor questions during construction. Additional review time or Construction Site visits will be performed on an hourly rate basis as requested by Owner.

**Section 11.7 The hourly billing rates. REPLACE SECTION WITH THE FOLLOWING:**

Principal Architect	\$205.00/hour
Director of Planning	\$160.00/hour
Director of Historic Preservation	\$160.00/hour
Project Architect, Level II	\$160.00/hour
Project Architect, Level I	\$130.00/hour
Historic Preservation Architect	\$140.00/hour
Senior Architectural Designer	\$120.00/hour
Administrative	\$120.00/hour
Graduate Architect, Level III	\$115.00/hour
Graduate Architect, Level II	\$105.00/hour
Graduate Architect, Level I	\$100.00/hour
Project Designer	\$110.00/hour
Technical CAD Designer	\$105.00/hour
Intern Architect, Level III	\$80.00/hour
Intern Architect, Level II	\$70.00/hour
Intern Architect, Level I	\$63.00/hour
Clerical Staff	\$53.00/hour

All other Section of the B101-2017 contract dated February 23, 2024 remain in full effect. Please indicate your acceptance of this Contract Amendment 2 by signing below.

**K I L**  
ARCHITECTURE  
P L A N N I N G  
[www.kilarchitecture.com](http://www.kilarchitecture.com)

05/28/2025  
Goshen Annex Amendment 2  
Kil A/P # 22117  
Page 1

SUPPLEMENTARY AMENDMENT TO THE KIL ARCHITECTURAL PROPOSAL BETWEEN OWNER AND ARCHITECT BY AND BETWEEN:

THE CITY OF GOSHEN AND  
GREGORY A. KIL & ASSOCIATES, INC. (d/b/a Kil Architecture/Planning)

Agreement Dated February 23, 2024



\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
Architect (Signature)

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Gregory A Kil, Architect  
Printed name and title

\_\_\_\_\_  
date

\_\_\_\_\_  
May 28, 2025  
date

END OF AMENDMENT #1 TO 02.23.2024 AGREEMENT



**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](http://www.goshenindiana.org)

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms, Paralegal  
**Subject:** Special Purchase of ECG Monitors for Fire Department  
**Date:** June 12, 2025

Attached for the Board's approval is Resolution 2025.14 Authorizing the Purchase of ECG Monitors for the Fire Department. The Fire Department is able to take advantage of one-time special pricing offered by Master Medical Equipment for its monitors with state-of-the-art technology. The net purchase price will be \$95,150, which represents a substantial savings to the City.

**Suggested Motion:**

Approve and execute Resolution 2025.14 Authorizing the Purchase of ECG Monitors for the Fire Department.

**BOARD OF PUBLIC WORKS & SAFETY**  
**RESOLUTION 2025.14**

**Authorizing the Purchase of ECG Monitors for Fire Department**

WHEREAS, the City of Goshen Fire Department (“GFD”) uses ECG monitors as part of its emergency response function;

WHEREAS, ECG monitors currently being used by the GFD provide inconsistent readings due to interference from radio, microwave, cellular and other signals;

WHEREAS, the GFD studied ECG monitors currently available on the market and determined that Tempes Pro monitors sold by Master Medical Equipment utilize technology that allows the monitors to function properly in the presence of the interference from radio, microwave, cellular and other signals;

WHEREAS, the GFD has recently been made aware of an offer by Master Medical Equipment under which the City can purchase Tempes Pro monitors at a substantial savings to the City;

WHEREAS, the City through its purchasing agent may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor;

WHEREAS Indiana Code § 5-22-10-5 allows the City to make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the City;

WHEREAS, the GFD received confirmation from Master Medical Equipment that four (4) ECG Tempes Pro monitors were available immediately at a substantial discount if purchased now versus waiting until these monitors are next available for purchase in approximately eighteen (18) months and at greater cost;

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

(1) The City of Goshen, through its Board of Public Works and Safety, on behalf of the City of Goshen Fire Department is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-5, as the offer represents a substantial savings to the City.

(2) The special purchase of four (4) Tempes Pro cardiac monitors shall be made from Master Medical Equipment in the amount of Ninety-Five Thousand One Hundred Fifty and Dollars (\$95,150), which represents a substantial savings to the City. A copy of the quote is attached to this resolution.

(3) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on June 12, 2022.

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Gina Leichty, Mayor

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Mary Nichols, Member

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Orv Myers, Member

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Michael A. Landis, Member

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Barb Swartley, Member

**\*\*\*REQUEST\*\*\***

**DATE:** Thursday, June 12, 2025

**TO:** GOSHEN BOARD OF WORKS

**FROM:** GOSHEN WATER & SEWER  
KELLY SAENZ

**RE:** UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$3,806.91**  
Collection letters were sent out and payments of **\$1,578.30** had been collected.

The uncollected amount equals **\$2,228.61**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,  
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Wednesday, March 5, 2025**

**WATER:** \$1,681.63  
**SEWER:** \$546.98

**TOTALS**

REPORT TOTAL		\$3,806.91
BPS TOTAL	<b>\$1,647.32</b>	\$2,159.59
COUNTY TOTAL	<b>\$517.09</b>	\$1,642.50
W-WRITE OFF	<b>\$34.31</b>	\$1,608.19
S-WRITE OFF	<b>\$29.89</b>	\$1,578.30
PAYMENT TOTAL	<b>\$1,578.30</b>	\$0.00
AGREEMENT TOTAL	<b>\$0.00</b>	\$0.00



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works & Utilities

RE: **ANNEX ROOF REPLACEMENT – ROAD CLOSURE REQUEST  
(JN: 2022-2027)**

DATE: June 12, 2025

---

E. Lee Construction is taking regular delivery of materials for the roof replacement project that have trucks and a telehandler maneuvering within the right-of-way. For the safety of the contractor and the public, Goshen Engineering requests permission to close Jefferson Street from Fifth Street to the first alley east of Fifth Street from June 16, 2025 through August 29, 2025, at which time the need for the road closure will be reassessed.

**Requested Motion:** Move to approve the closure of Jefferson Street from Fifth Street to the first alley east of Fifth Street from June 16, 2025, through August 29, 2025.

**City of Goshen**  
**Board of Works & Safety**

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Gina Leichty, Mayor

---

Mike Landis, Board Member

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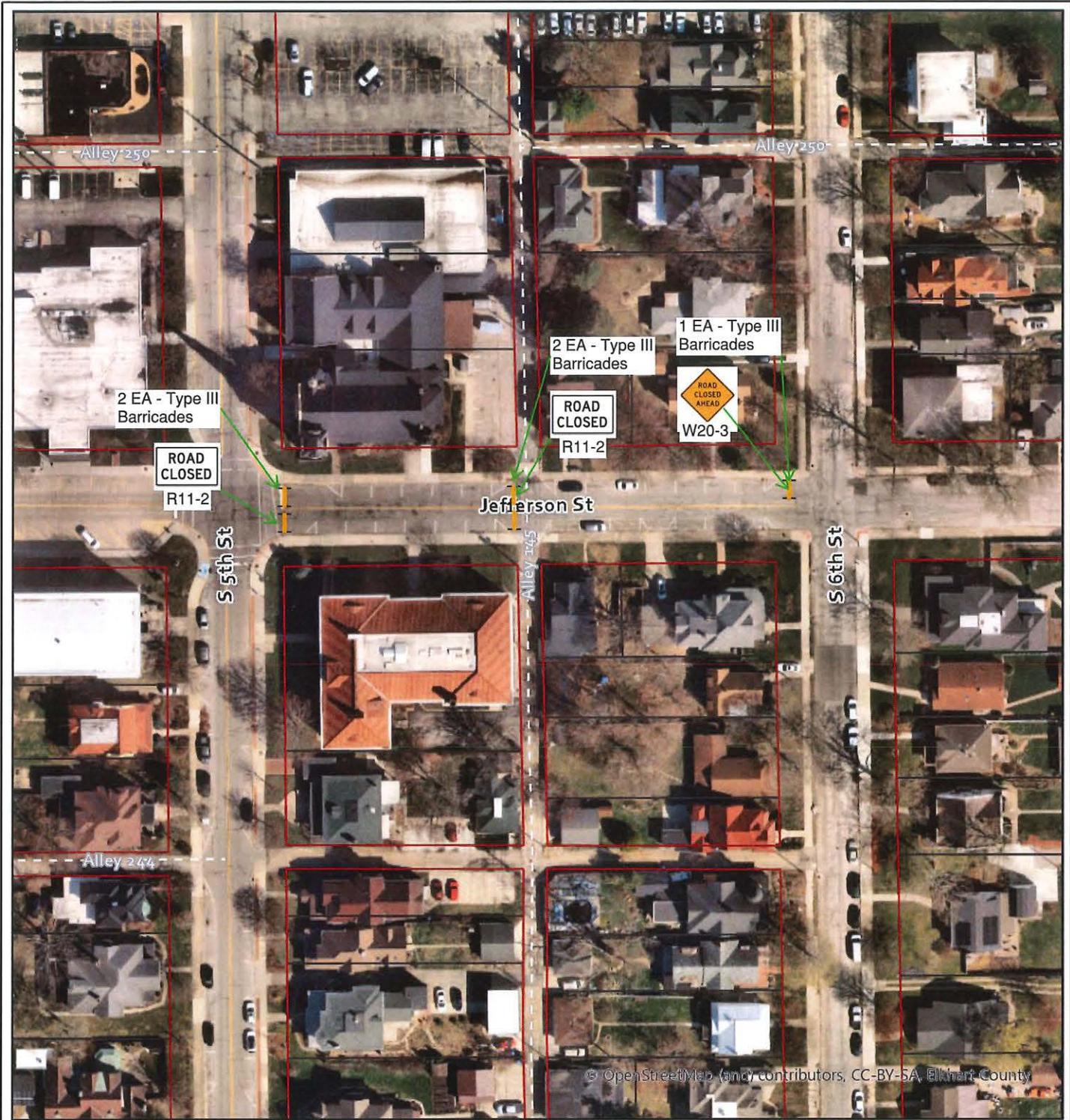
Mary Nichols, Board Member

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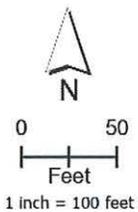
Barb Swartley, Board Member

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Orv Myers, Board Member



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## ANNEX ROOF REPLACEMENT PROJECT

ROAD CLOSURE REQUEST  
2025 Aerial Photography

**The City of Goshen**  
Department of Public Works & Safety  
Office of Engineering  
204 East Jefferson Street, Goshen, Indiana 46528  
Phone: 574-534-2201 Fax: 574-533-8626



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works & Utilities

RE: **CHERRY CREEK – ROAD CLOSURE REQUEST  
(JN: 2022-2027)**

DATE: June 12, 2025

---

Niblock Excavating has requested permission to close Waterford Mills Parkway and Edison Drive beginning June 23, 2025, and extending through August 15, 2025.

Traffic that normally travels along Waterford Mills Parkway will be detoured onto Regent Street, then to Weymouth Boulevard, then to Kercher Road.

Residents along County Road 40 will be redirected to Regent Street during the closure of Edison Drive.

The road closure is necessary to allow for the installation of underground necessary to support the Cherry Creek development.

**Requested Motion:** Move to approve the closure of Waterford Mills Parkway and Edison Drive beginning June 23, 2025, and extending through August 15, 2025.

**City of Goshen**  
**Board of Works & Safety**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Mike Landis, Board Member

\_\_\_\_\_  
Mary Nichols, Board Member

\_\_\_\_\_  
Barb Swartley, Board Member

\_\_\_\_\_  
Orv Myers, Board Member

## James McPhail

---

**From:** Adam Clark <AClark@NiblockExc.onmicrosoft.com>  
**Sent:** Thursday, June 5, 2025 2:13 PM  
**To:** Steve Leka  
**Cc:** James McPhail  
**Subject:** Cherry Creek - Waterford Parkway MOT

**External Sender** - From: (Adam Clark  
<AClark@NiblockExc.onmicrosoft.com>)  
This message came from outside your organization.

Good afternoon Steve,

As discussed in the meeting, Niblock would like to close Waterford Parkway starting on June 23<sup>rd</sup> 2025. This closure would be set up in compliance with Submittal 049.1 Retention Basin #1.

Please let me know if you need any additional information.

Adam Clark  
Niblock Excavating, Inc.  
906 Maple Street,  
Bristol, IN 46507  
574-848-4437 office  
574-320-2050 cell

---

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

**Niblock Excavating, Inc.**  
**P.O. Box 211**  
**Bristol, Indiana 46507**  
**(574) 848-4437**

June 5, 2025

To Whom it may concern:

Niblock Excavating, Inc would like to close Waterford Parkway starting on June 23<sup>rd</sup> 2025. This closure would be set up in compliance with Submittal 049.1 Retention Basin #1.

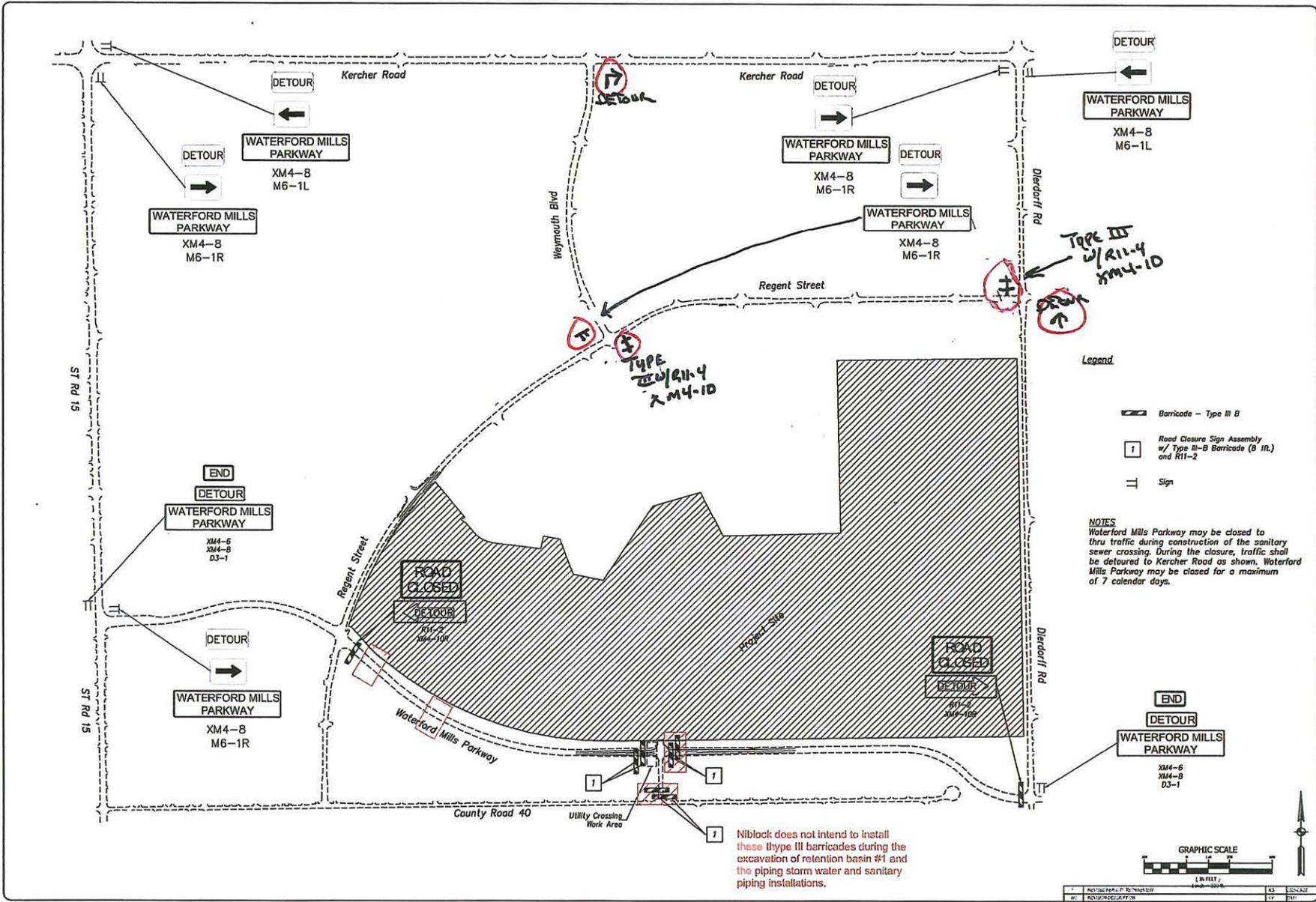
Please let me know if you have any additional questions or concerns.

Respectfully,



Adam Clark  
Niblock Excavating, Inc





DATE PLOTTED: 03-10-2025	BY: [Signature]	CHECKED: [Signature]
DATE: 03-10-2025	BY: [Signature]	CHECKED: [Signature]



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works & Utilities

RE: **CHERRY CREEK – ROAD CLOSURE REQUEST  
(JN: 2022-2027)**

DATE: June 12, 2025

---

Niblock Excavating has requested permission to close the multi-use trail along the northside of the Cherry Creek Development from Regent Street to Prairie View Elementary School beginning June 16, 2025, and extending through July 11, 2025.

This closure is necessary to protect pedestrians from an active construction area as the contractor installs berms, stormwater drainage improvements, and makes adjustments to the path.

**Requested Motion:** Move to approve the closure of the multi-use path along the north side of the Cherry Creek Development beginning June 16, 2025, and extending through July 11, 2025.

**City of Goshen**  
**Board of Works & Safety**

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Gina Leichty, Mayor

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Mike Landis, Board Member

---

Mary Nichols, Board Member

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Barb Swartley, Board Member

---

Orv Myers, Board Member





**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works

FROM: Engineering Department

RE: **CHANGE ORDER NO. 2 FOR LINCOLN AVE. AND STUERY AVE.  
ROADWAY RECONSTRUCTION (JN: 2019-0046)**

DATE: June 10, 2025

---

Attached please find Change Order No. 2 for the Lincoln Ave. and Stuary Ave. roadway reconstruction.

Change Order No. 2 The cost for placing temporary fence to secure stockpile materials.

The original contract amount plus additions from Change Order No. 1 was \$0.00. Change Order No. 2 increases the total contract by \$14,586.00, for a revised contract amount of \$9,112,344.00, which is an increase of .16% over the original contract amount. No days are being added to the project for this work.

**Requested Motion: Approve and authorize the Change Order No. 2 for Lincoln Ave. and Stuary Ave. roadway reconstruction project in the amount of \$14,586.00, bringing the total Contract to \$9,112,344.00, an increase of 16%.**

**CHANGE ORDER FORM**

Pg 1 of 3

Change Order No. 2  
Date: 6/10/2025

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

OWNER: City of Goshen  
PROJECT NAME: Steury Avenue and Lincoln Avenue Reconstruction Project  
PROJECT NUMBER: 2019-0046  
CONTRACTOR: Niblock Excavating, Inc.

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

Due to utility relocation delays, Niblock Excavating was required to accept materials on-site to avoid material pricing increases. This stock piling of materials has also been beneficial in managing surcharges related to ongoing tariff discussions. To secure the materials, temporary fence was required. The temporary fence was not anticipated in the original bid.

Because the project will occur over two (2) construction seasons, the fence will be in place for up to 18 months.

CO2.1 Temporary Fence	1 LS	@ \$14,586.00	\$14,586.00
			-----
		Subtotal -	\$14,586.00

**CHANGE ORDER FORM**

**II. ADJUSTMENTS IN AMOUNT OF CONTRACT**

1. Amount of original contract	\$9,097,758.00
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 1 to <u>1</u>	\$0.00
3. Amount of Contract, not including this supplement	\$9,097,758.00
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$14,586.00
5. Amount of Contract, including this supplemental	\$9,112,344.00
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$14,586.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	0.16%

**III. CONTRACT SUPPLEMENT CONDITIONS**

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 0 calendar days, making the final completion date August 4, 2026.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

RECOMMENDED FOR ACCEPTANCE

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

ACCEPTED: REDEVELOPMENT  
CITY OF GOSHEN, INDIANA

BY: \_\_\_\_\_  
Becky Hutsell, Redevelopment Director

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ACCEPTED: CONTRACTOR

BY: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works

FROM: Engineering Department

RE: **CHANGE ORDER NO. 3 FOR LINCOLN AVE. AND STUERY AVE.  
ROADWAY RECONSTRUCTION (JN: 2019-0046)**

DATE: June 10, 2025

---

Attached please find Change Order No. 3 for the Lincoln Ave. and Stuary Ave. roadway reconstruction.

Change Order No. 3 The subgrade soils discovered during utility installation were found to be worse than originally anticipated. The geogrid will be installed and used to stabilize the subbase for the roadway in addition to the standard roadway subbase.

The original contract amount plus additions from Change Order No.,2 was \$9,112,344.00 Change Order No. 3 increases the total contract by \$80,256.00, for a revised contract amount of \$9,192,600.00, which is an increase of 1.04% over the original contract amount. 0 days are being added to the project for this work.

**Requested Motion: Approve and authorize the Change Order No. 3 for Lincoln Ave. and Stuary Ave. roadway reconstruction project in the amount of \$80,256.00, bringing the total Contract to \$9,192,600.00, an increase of 1.04%. 0 days are being added to the project for this work.**

**CHANGE ORDER FORM**

Pg 1 of 3

Change Order No. 3  
Date: 6/10/2025

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

OWNER: City of Goshen  
PROJECT NAME: Steury Avenue and Lincoln Avenue Reconstruction Project  
PROJECT NUMBER: 2019-0046  
CONTRACTOR: Niblock Excavating, Inc.

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

The subgrade soils discovered during utility installation were found to be worse than originally anticipated. The geogrid will be installed and used to stabilize the subbase for the roadway in addition to the standard roadway subbase.

CO3.01	Tensar TX Type 2 Geogrid	20,064 SY	@ \$4.00	-----	\$80,256.00
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Subtotal - \$80,256.00

## CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 3

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$9,097,758.00
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 1 to <u>2</u>	\$14,586.00
3. Amount of Contract, not including this supplement	\$9,112,344.00
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$80,256.00
5. Amount of Contract, including this supplemental	\$9,192,600.00
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$94,842.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>3</u> (Line 6 divided by Line 1)	1.04%

### III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date August 4, 2026.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 3

RECOMMENDED FOR ACCEPTANCE

*Dustin K. Sailor*

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

ACCEPTED: REDEVELOPMENT  
CITY OF GOSHEN, INDIANA

BY: \_\_\_\_\_  
Becky Hutsell, Redevelopment Director

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ACCEPTED: CONTRACTOR

BY: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Engineering Department  
CITY OF GOSHEN**

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

## MEMORANDUM

TO: Board of Works

FROM: Engineering Department

RE: **CHANGE ORDER NO. 4 FOR LINCOLN AVE. AND STUERY AVE.  
ROADWAY RECONSTRUCTION (JN: 2019-0046)**

DATE: June 10, 2025

---

Attached please find Change Order No. 4 for the Lincoln Ave. and Stuary Ave. roadway reconstruction.

Change Order No. 4 The sewer main and laterals on Olive Street between 101 Olive St and 110 Olive St have been televised and were found to be in dis-repair and will need to be replaced. The sewer at the manhole connection was found to be in conflict with the new 30" storm sewer. The sanitary sewer needs to be disconnected at Lincoln Ave and the manhole plugged, thus allowing the new storm to be in the correct location. A new manhole will be set on both ends of the project on Olive Street, as the north manhole is brick and will need to be replaced.

The original contract amount plus additions from Change Order No. 4 was \$9,192,600.00 Change Order No. 4 increases the total contract by \$85,238.00, for a revised contract amount of \$9,277,838.00, which is an increase of 1.98% over the original contract amount. 7 days are being added to the project for this work.

**Requested Motion: Approve and authorize the Change Order No. 4 for Lincoln Ave. and Stuary Ave. roadway reconstruction project in the amount of \$85,238.00, bringing the total Contract to \$9,227,838.00, an increase of 1.98%. 7 days are being added to the project for this work.**

**CHANGE ORDER FORM**

Pg 1 of 3

Change Order No. 4  
Date: 6/10/2025

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

OWNER: City of Goshen  
PROJECT NAME: Steury Avenue and Lincoln Avenue Reconstruction Project  
PROJECT NUMBER: 2019-0046  
CONTRACTOR: Niblock Excavating, Inc.

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

The sewer main and laterals on Olive Street between 101 Olive St and 110 Olive St have been televised and were found to be in dis-repair and will need to be replaced. The sewer at the manhole connection was found to be in conflict with the new 30" storm sewer. The sanitary sewer needs to be disconnected at Lincoln Ave and the manhole plugged, thus allowing the new storm to be in the correct location. A new manhole will be set on both ends of the project on Olive Street, as the north manhole is brick and will need to be replaced.

7A	Common Excavation	100 CY	@ \$37.50	-----	\$3,750.00
7B	Structure Backfill, Type 1	227 CY	@ \$60.00	-----	\$13,620.00
10	Compacted Ag. For Base N. 53	44 EA	@ \$42.50	-----	\$1,870.00
12C	HMA Base, 25.0 mm, Type B	66 TN	@ \$95.00	-----	\$6,270.00
12B	HMA Intermediate, 19.0 mm, Type B	20 TN	@ \$105.00	-----	\$2,100.00
12A	HMA Surface, 9.5 mm, Type B	12 TN	@ \$125.00	-----	\$1,500.00
23C	Sanitary Sewer, PVC SDR 35, 6 in.	100 LF	@ \$115.00	-----	\$11,500.00
26A	Standard Sanitary Manhole	2 EA	@ \$9,000.00	-----	\$18,000.00

## CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 4

CO4.1	Construction Engineering	1 LS	@ \$250.00	-----	\$250.00
CO4.2	Sanitary Sewer, PVC SDR 35, 8 in.	204 LF	@ \$125.00	-----	\$25,500.00
CO4.3	Site Grading	1 LS	@ \$250.00	-----	\$250.00
CO4.4	Tensar TX Type 2 Geogrid	156 SY	@ \$4.00	-----	\$624.00
				Subtotal -	\$85,238.00

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$9,097,758.00
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 1 to <u>3</u>		\$94,842.00
3. Amount of Contract, not including this supplement		\$9,192,600.00
4. Addition/ <del>Reduction</del> to Contract due to this supplement		\$85,238.00
5. Amount of Contract, including this supplemental		\$9,277,838.00
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)		\$180,080.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>4</u> (Line 6 divided by Line 1)		1.98%

### III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 7 calendar days, making the final completion date August 11, 2026.

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

**CHANGE ORDER FORM**

**RECOMMENDED FOR ACCEPTANCE**

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

**ACCEPTED:** REDEVELOPMENT  
CITY OF GOSHEN, INDIANA

BY: \_\_\_\_\_  
Becky Hutsell, Redevelopment Director

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

BY: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**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

June 12, 2025

To: Board of Public Works and Safety – Unsafe Building Hearing Authority

From: Don Shuler, Assistant City Attorney

Subject: 208 Queen Street, Goshen, Indiana

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The Board, as the City's Unsafe Building Hearing Authority, last held a hearing for the property at 208 Queen Street on March 6, 2025. The Board modified the prior demolition order and issued an Order requiring substantial repairs and passing of rough-in inspections within ninety (90) days. The Board's Order set the matter for review on June 12, 2025. The Board's March 6, 2025 Order is attached.

An update will be given to the Board as to the status of the property and repairs.

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

March 6, 2025

IN RE: Violation of Goshen City Code

Current Property Owner(s) of record: Artisan Investment Group, LLC

Former Property Owner(s) of record: Ronald E. Davidhizar; Leopoldo Mendoza

Substantial property interest of record: None

Property located at: 208 Queen Street, Goshen, Indiana

Property Tax Code: 20-11-04-459-008.000-015

Property Legal Description: See Exhibit A

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The Order of the City of Goshen Building Commissioner dated November 3, 2023, the Hearing Authority Record of Action and Continuous Enforcement Order dated February 8, 2024, the Hearing Authority Record of Action and Continuous Enforcement Order dated May 23, 2024, the Hearing Authority Tabling Order dated September 5, 2024, and the Hearing Authority Review Order dated November 7, 2024 (hereinafter, collectively, the "Order"), all came before the Hearing Authority on March 6, 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.

The Hearing Authority received a Staff Report from the Building Department, along with testimony and evidence from Property Inspector Travis Eash. The Hearing Authority also heard testimony and evidence from a representative of the property owner, Artisan Investment Group, LLC. Based on that testimony and evidence, as well as the submitted Staff Report, the Hearing Authority makes the following findings:

1. The Unsafe Building at the Real Estate is still unsafe and in need of significant repairs; the building remains in a condition that warrants demolition.

2. The owner, Artisan Investment Group, LLC, has obtained a Remodel Permit, Roof Permit, Siding Permit, Plumbing Permit, Water Heater Permit, and Electrical Permit.
3. While Artisan Investment Group, LLC has completed repairs and improvements to the Unsafe Building, substantial work remains to bring the Unsafe Building at the Real Estate into compliance with the minimum housing standards that permit human habitation, occupancy, or use under Goshen City Code.
4. The property owner, Artisan Investment Group, LLC, has demonstrated a desire and commitment to repair and renovate the Unsafe Building at the Real Estate, with plans to have the Unsafe Building ready for rough-in inspections within three (3) months and ready for rental occupancy within six (6) months.

**Considering these findings, the Hearing Authority now ORDERS:**

1. The Order is affirmed except as otherwise modified herein.
2. Artisan Investment Group, LLC, is ordered to complete substantial repairs and renovations to the Unsafe Building on the Real Estate in order to bring the Unsafe Building into substantial compliance with the requirements of Goshen City Code to the point of completion of rough-in inspections by June 6, 2025.
3. This matter is set for further hearing to review compliance with this Order and whether said Order should be affirmed, rescinded, or further modified, before the Goshen Board of Public Works and Safety on **June 12, 2025 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

**SO ORDERED** on March 6, 2025, and signed this March 11<sup>th</sup>, 2025.

City of Goshen Board of Public Work and Safety

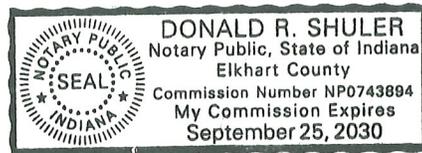
By:   
Gina M. Leichty, Mayor

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 March 11, 2025.

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 Numbered Two Hundred Sixty-five (265) and Two Hundred Sixty-six (266) in Wilden's Third Addition to the City of Goshen, Indiana.