



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

Regular Meeting Agenda

**4:00 p.m., July 3, 2025**

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

**To access online streaming of the meeting, go to** <https://goshenindiana.org/calendar>

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

**Approval of Minutes:** June 12, 2025 and June 26, 2025 Regular Meetings

### **Approval of Agenda**

**1) Fire Department request:** Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreements with **Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, Christian Roman, and Chase Bair** and approve the hiring of said individuals as Probationary Firefighters, effective July 11, 2025.

**2) Sage Salon requests:** Approve placement of a projecting sign at 106 South Main Street

**3) Legal Department request:** Approve Resolution 2025-16, *Declaring Surplus and Authorizing Disposal of Water Meters*

**4) Environmental Resilience Department request:** To provide water for the City's tree nursery, approve the contract with Martin's Well Drilling for \$9,200 and allow Mayor Liechty to sign the agreement

**5) Engineering Department request:** Approve signing the agreement with Niblock Excavating for the North Goshen Service Line Replacement and Utility Improvements project in the amount of \$9,826,940

**6) Engineering Department request:** Approve the Kercher Road lane restrictions from June 30 through Oct. 21, 2025

**7) Engineering Department request:** Approve the road closure on Hackett Road and Johnston Street for the work of full depth pavement removal, storm underdrains, curb work and to rebuild the asphalt roadway from Monday, July 7 thru Friday, Aug. 1, 2025

**8) Engineering Department request:** Approve the installation of on-street parking delineations as designated along Johnston Street at the request of Green Oaks of Goshen



**9) Engineering Department request:** Approve the installation of “No Parking” signs in designated areas along Johnston Street.

**10) Engineering Department request:** Approve the installation of an all-way stop at Leroy Street and 12th Street and leave the intersection of Leroy Street and 13<sup>th</sup> Street uncontrolled

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

### MINUTES OF THE JUNE 12, 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:** None

**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 June 5, 2025 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mike Landis made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer with the addition of walk-in item #15, *Engineering Department request: Approve additional lane closure request on College Avenue on Friday, June 13, 2025.* Board member Landis made a motion to approve the agenda as amended. Board member Swartley seconded the motion. The motion passed 5-0.

**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**

**Police Chief José Miller** asked the Board to approve the promotion of **Officer Tyler A. Schaaf** and **Officer Kaleb Rucker** 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, **Chief Miller** said **Officer Schaaf** and **Officer Rucker** were selected as two of the top candidates for advancement. Both have served on the Police Department for about four years.

In a memorandum to the Board, **Chief Miller** wrote that **Schaaf** serves as a Field Training Officer, mentoring and preparing new recruits for the demands of the profession. He is on the S.W.A.T. Team, where he has demonstrated tactical proficiency, sound judgment, and a calm demeanor under pressure. Chief Miller added that Schaaf "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."

**Chief Miller** wrote that **Rucker** also is 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." The Chief added, "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."

**Landis/Swartley** moved to approve the promotion of **Officer Tyler A. Schaaf** and **Officer Kaleb Rucker** from the rank of Patrol Officer to the rank of Sergeant, effective Friday, June 13, 2025. Motion passed 5-0.

**After their promotions were approved, Mayor Leichty separately swore in Officers Schaaf and Rucker into office as Sergeants for the Goshen Police Department.**

**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**



**Police Chief José Miller** asked the Board to 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.

**Chief Miller** said all four officers successfully completed their 12- month probationary periods on June 10, 2025.

In a memorandum to the Board, **Chief Miller** wrote that **Lopez** "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."

Of **Officer Braun**, **Chief Miller** wrote, "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."

Of **Officer Bland**, **Chief Miller** wrote, "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."

Of **Officer Wigent**, **Chief Miller** wrote, "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."

**Landis/Swartley** moved to 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. Motion passed 5-0.

*After their promotions were approved, Mayor Leichty separately swore in Officers Luis Lopez, Darrick Braun, Quinten Bland and Rodger Wigent into office as Patrol Officers for the Goshen Police Department.*

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

**Jonathan Evangelista Rios, the Pastoral Associate and Director of Religious Education for St. John the Evangelist Catholic Church in Goshen**, said the church was planning its annual Corpus Christi Procession on Sunday, June 22, 2025 from noon to 2 p.m. He said this event allows parishioners to come together for worship and fellowship, "which brings spiritual growth and goodness."

**Evangelista** said the procession will begin on the grounds of the church, and will be processing along Monroe Street and taking a right turn onto River Race Drive. It will the turn right onto East Washington Street, then we will take a right turn onto South Main Street until arriving at West Madison Street. After crossing on the crosswalk at the intersection of Main Street and Madison Street, the procession will continue south along Main Street back to the church. He said about 200 to 300 parishioners are expected to participate in this event.

In response to a question from **Mayor Leichty**, **Evangelista** said church members would like to walk on streets and not just sidewalks, with just one lane closed. He said the church was planning a more extensive route this year.

**Board members** and **Evangelista** engaged in extensive conversation about the procession route, the possibility of walking on streets versus sidewalks and planned stops along the route for prayer using a portable altar. There also was discussion about allowing the use of streets for the procession except for Main Street where sidewalks would be used as well as ways to ensure a safe event. There also was discussion about the availability of Police officers to facilitate safe street crossings and the potential impact on businesses open on Sunday.

**Mayor Leichty/Landis** made a motion to approve the annual St. John the Evangelist Catholic Church Corpus Christi Procession, from noon to 2 p.m., on Sunday, June 22, 2025 with use of City streets on the requested route (Monroe, River Race and Washington), crossing streets only at intersections with stop lights, pausing for prayer along the way, using sidewalks on Main Street, informing affected business owners of the event, and permission to request a Police officer to ensure safe street crossings. Motion passed 5-0.



**4) Lacasa and Borntrager, 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.**

**Brad Hunsberger, Vice President for Real Estate Development for Lacasa, Inc., and Borntrager Inc.,** asked the Board to allow the placement of a crane in front of the Shoots Building on Friday, June 13, 2025, from 6:30 to 10 a.m. **Hunsberger** said the crane would occupy two street parking spots north of The Shoots Apartments, 112 East Lincoln Ave. The crane's outriggers will project into the eastbound lane of Lincoln Avenue. He said Lacasa will install barricades to divert traffic around the crane. The sidewalk in front of the building will also be closed during the work. **Hunsberger** said he expects the crane to be set up at 6:30 a.m. on Friday, June 13 and be removed by 10 a.m. that same day. Lacasa has notified the adjacent building owners and commercial tenants. ADEC will make other arrangements for their morning drop offs.

In response to a question from **Clerk-Treasurer Aguirre** about the purpose for the crane, **Hunsberger** said it will be used to put roofing material on the roof and take down old air conditioning equipment.

**Landis/Swartley made a motion to allow Lacasa to temporarily place a crane in front of the Shoots Building, 112 East Lincoln Ave., using a lane on Lincoln Avenue and two parking spaces, on Friday, June 13, 2025, from 6:30 to 10 a.m. Motion passed 5-0.**

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

**Assistant City Attorney Don Shuler** told the Board that attached to the Board's meeting agenda for consideration and approval was a Memorandum of Understanding (MOU) between the City of Goshen and Elkhart FOP Lodge 52, Inc. setting procedures and standards for Police Department Officers working outside secondary employment and outside overtime.

**Shuler** said this MOU was necessary to slightly modify the minimum overtime provision in the parties' collective bargaining agreement. He requested that the Board establish that Union members who volunteer for outside overtime assignments will be compensated at the rate of \$60 per hour or at the Union member's overtime rate, whichever is higher.

**Mayor Leichty** said the agreement also would need to be approved by the Council because of a necessary change to the City's wage and salary ordinance.

**Clerk-Treasurer Aguirre** asked how a related insurance issue has been resolved, noting that there had been discussion on circumstances when police officers working outside jobs for events where alcoholic beverages were consumed might not be covered by the City's insurance policy.

**Mayor Leichty** said this agreement would resolve the insurance issue. She said "the MOU provides that the officers, if they're enacted in service, would be considered employees of the City at that time, even if they have their coming from a voluntary position, but they could temporarily take action as a City employee. So, under that requirement they are considered City employees for any time that they would have to take action. So, this enables us to make that modification and ensure their coverage."

**Aguirre** asked if it would be clear that if officers were involved in secondary and employment in a smaller gathering, where alcoholic beverages are served, the City would not have liability.

**Shuler** responded, "It depends on whether or not they've initiated law enforcement action. So, if they've initiated law enforcement action, regardless of what setting it is in, then they become a City employee for that time period, and they're covered by the insurance. If they're not initiating law enforcement action, then that's a secondary employment and it's not on the City's insurance for that particular event."

**Mayor Leichty** added that the City's policing policy "doesn't permit approval for locations where alcohol served. So, that's already resolved per our City policy."



**Aguirre** thanked the **Mayor** and **Shuler** for that information and added, "I received communication from our insurance company about that. So, I just wanted to make sure that was on the record."

**Landis/Swartley moved to establish the volunteer outside overtime compensation rate be set at \$60 per hour; and approve, and authorize Mayor Leichty to execute, the Memorandum of Understanding between the City of Goshen and Elkhart FOP Lodge 52, Inc. Motion passed 5-0.**

**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 at the City Annex building as described within a City memo at a cost of \$14,500**

**Assistant City Attorney Don Shuler** recommended that the Board approve and authorize Mayor Leichty to execute the Supplementary Amendment with Gregory A. Kil & Associates, Inc. (Kil).

**Shuler** said on or about Feb. 23, 2024, the City entered into an agreement with Kil to provide architectural services to the City relative to the renovation of the City Annex building. After consideration between City's Engineering Department and Kil, Shuler said it was determined that additional assistance will be needed from Gregory A. Kil & Associates, Inc. to include seven 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.

**Shuler** said Gregory A. Kil & Associates, Inc. will be paid an additional \$14,500 for these services. All other terms and conditions within the Feb. 23, 2024 agreement remain in full effect.

**Landis/Swartley moved to 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. Motion passed 5-0.**

**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**

**Assistant City Attorney Don Shuler** said attached to the Board's agenda for approval was Resolution 2025-14, *Authorizing the Purchase of ECG Monitors for the Fire Department*.

**Shuler** said 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.

**According to Resolution 2025-14:**

- The City of Goshen Fire Department ("GFD") uses ECG monitors as part of its emergency response function;
- ECG monitors currently being used by the GFD provide inconsistent readings due to interference from radio, microwave, cellular and other signals;
- 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;
- 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;
- 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;
- 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;





- The GFD received confirmation from Master Medical Equipment that four 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 18 months and at greater cost.

**As resolved by the resolution:**

(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 Tempes Pro cardiac monitors shall be made from Master Medical Equipment in the amount of \$95,150, which represents a substantial savings to the City.

(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.

**City Fire Chief Anthony Powell** said the four monitors are for cardiac activity and would be used in the City's ambulances. He said the monitor itself and the cardiac defibrillator are one unit, but these monitors would allow paramedics to have two different units and could just take the lighter the monitor if it was not a cardiac arrest event.

**Chief Powell** said efforts to replace the current equipment began four years ago. He said the City wanted to purchase newer monitors from Philips, but they were not approved by the U.S. Food & Drug Administration. So, the City will be purchasing a older approved monitor type at a much lower price.

**Chief Powell** provided Board members with a copy of the \$95,150 quote from Master Medical Equipment. The quote was supposed to have been attached to Resolution 2025-14, but was inadvertently omitted (**EXHIBIT #1**).

**Landis/Swartley moved to approve and execute Resolution 2025-14, Authorizing the Purchase of ECG Monitors for the Fire Department. Motion passed 5-0.**

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

**Kelly Saenz, Manager of the Goshen City Utilities Office**, told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through March 5, 2025 was \$3,806.91. Collection letters were sent out and payments of \$1,578.30 were collected.

The uncollected amount was \$2,228.61. So, **Saenz** asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period. Of the uncollected amounts, \$1,681.63 came from water accounts and \$546.98 came from sewer accounts.

**Landis/Swartley made a motion to move the Goshen Water and Sewer Office's \$2,228.61 in uncollected finaled accounts for this period from active to Collection, Sewer Liens and Write offs. Motion passed 5-0.**

**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**

**City Engineering Project Manager Andrew Lund** said 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, **Lund** said Goshen Engineering was requesting 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.

**Board members** and **Lund** discussed efforts to minimize the impact of the closure on adjacent property owners, pedestrians, people who park vehicles nearby and those who use Goshen First Church.

**Landis/Swartley moved 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. Motion passed 5-0.**



**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**

**City Engineering Project Manager Andrew Lund** told the Board that Niblock Excavating has requested permission to close Waterford Mills Parkway and Edison Drive beginning June 23, 2025, and extending through Aug. 15, 2025. **Lund** said 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.

**Lund** said the road closure is necessary to allow for the installation of underground utilities necessary to support the Cherry Creek development. He added that a longer closure period was requested but was not recommended.

**Lund** addressed questions about the length of the closure and its exact location as well as the work that would be done. He also concurred with recommendations from the Board to shorten the length of the closure.

**Landis/Swartley moved to approve the closure of Waterford Mills Parkway and Edison Drive beginning June 23, 2025 and extending through Aug. 12, 2025 (three days fewer than requested). Motion passed 5-0.**

**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**

**City Engineering Project Manager Andrew Lund** told the Board that 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.

**Lund** said 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.

**Landis/Swartley moved 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. Motion passed 5-0.**

**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%**

**City Engineering Project Manager Andrew Lund** said attached to the agenda was Change Order No. 2 for the Lincoln and Steury avenues roadway reconstruction project which is necessary because a temporary fence was needed to secure stockpiled materials.

**Lund** said the original contract amount, plus additions from Change Order No. 1 was \$0. Change Order No. 2 would increase the total contract by \$14,586, for a revised contract amount of \$9,112,344, which is an increase of .16% over the original contract amount. No days were being added to the project for this work.

**Landis/Swartley moved to approve and authorize Change Order No. 2 for Lincoln Avenue and Steury Avenue roadway reconstruction project in the amount of \$14,586, bringing the total Contract to \$9,112,344, an increase of .16%. Motion passed 5-0.**

**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**

**City Engineering Project Manager Andrew Lund** said attached to the agenda packet was Change Order No. 3 for the Lincoln Avenue and Steury Avenue roadway reconstruction which is necessary because 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.





**Lund** said 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, which is an increase of 1.04% over the original contract amount. No days are being added to the project for this work.

In response to a question from **Mayor Leichty**, **Lund** said the installation of a geogrid will expend the life of the completed roadway.

**Landis/Swartley moved to approve and authorize Change Order No. 3 for the Lincoln and Steury avenues roadway reconstruction project in the amount of \$80,256.00, bringing the total contract to \$9,192,60. Motion passed 5-0.**

**14) Engineering Department request: Approve and authorize Change Order No. 4 for the Lincoln and Steury avenues roadway reconstruction project in the amount of \$85,234, bringing the total contract to \$9,227,838, an increase of 1.98% with 7 days added for this work**

**City Engineering Project Manager Andrew Lund** said attached to the agenda packet was Change Order No. 4 for the Lincoln and Steury avenues roadway reconstruction project which is necessary because 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 disrepair and will need to be replaced.

**Lund** said the sewer at the manhole connection was found to be in conflict with the new 30-inch 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.

**Lund** said the original contract amount, plus additions from Change Order No. 4, was \$9,192,600. Change Order No. 4 increases the total contract by \$85,234 for a revised contract amount of \$9,277,838, which is an increase of 1.98% over the original contract amount. Seven days are being added to the project for this work.

**Landis/Swartley moved to approve and authorize Change Order No. 4 for the Lincoln and Steury avenues roadway reconstruction project in the amount of \$85,234, bringing the total Contract to \$9,227,838, an increase of 1.98%. Motion passed 5-0.**

**ADDED AGENDA ITEM: 15) Engineering Department request: Approve additional lane closure request on College Avenue on Friday, June 13, 2025**

**City Engineering Project Manager Andrew Lund** said the City Engineering Department staff received notice earlier in the day that Terracon Consultants was requesting permission to install a westbound lane restriction with flaggers on College Avenue, extending from Century Drive to approximately 1,100 feet west of County Road 31 (at the City limit line). The lane restriction was requested for Friday, June 13, 2025, from noon to 5 p.m.

**Lund** said the lane restriction would utilize the same traffic control plan as the original lane closure, which was approved for May 23 and May 27, 2025. Terracon Consultants was unable to finish soil borings during the original closure due to a delay in locating a utility. The soil borings are part of the preliminary geotechnical investigation for Phase II of the College Avenue Reconstruction project.

**NOTE:** This request was "walked in" to the Board at the start of the meeting. The request was conveyed through a June 12, 2025 memorandum from the Engineering Department (**EXHIBIT #2**).

**Landis/Swartley made a motion to approve a westbound lane restriction on College Avenue, extending from Century Drive to approximately 1,100 feet west of CR 31, on Friday, June 13, 2025, from noon to 5 p.m. 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 5:09 p.m.**



Clerk-Treasurer Aguirre announced that the Board would not meet on June 19, 2025.

The Mayor closed the public comment period at 5:09 p.m.

Mayor Leichty then recessed the Board's regular meeting and convened a hearing to review a Building Commissioner repair order for 208 Queen Street.

### **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**

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

**At 5:09 p.m., Mayor Leichty convened a hearing to review a Repair Order for 208 Queen Street.**

#### **BACKGROUND**

In a June 12 memorandum to the Board of Public Works & Safety, **Assistant City Attorney Don Shuler** wrote that 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 90 days.

The Board's Order set the matter for review on June 12, 2025. The Board's March 6, 2025 Order was attached to his memorandum. **Shuler** wrote that an update would be given to the Board on the status of the property and repairs.

**On March 6, 2025, the Board issued an Unsafe Building Hearing Authority Review order for 208 Queen Street, which is owned by Artisan Investment Group, LLC.**

The order stated that the Order of the City of Goshen Building Commissioner dated Nov.3, 2023, the Hearing Authority Record of Action and Continuous Enforcement Order dated Feb. 8, 2024 the Hearing Authority Record of Action and Continuous Enforcement Order dated May 23, 2024, the Hearing Authority Tabling Order dated Sept. 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 City Building 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 made 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 (Board of Works) ordered:**

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 was 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 I Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

**DISCUSSION AND OUTCOME OF BOARD'S REVIEW HEARING ON JUNE 12, 2025:**

**At 5:09 p.m., Mayor Leichty convened a hearing to review a Repair Order for 208 Queen Street (Artisan Investment Group, LLC , property owner).**

**Present:** Board members Leichty, Landis, Myers, Nichols and Swartley; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; and City Building Inspector Travis Eash. **The property owner was not present and was not required to attend this hearing.**

**Assistant City Attorney Don Shuler** provided the background of the property and the reason for the compliance review hearing on the prior demolition order. He did so using a 24-page PowerPoint presentation that was titled "Unsafe Building Hearing – Staff Update Report, 208 Queen Street, Goshen June 12, 2025"(EXHIBIT #3).

**Shuler related the following:**

- An Order of the City of Goshen Building Commissioner finding the residential structure at 208 Queen Street, Goshen to be an unsafe building was issued on Nov. 3, 2023.
- The Order required demolition of the Unsafe Building, noting, among other issues, the following: floors, walls, and ceilings were becoming detached from one another, portions of the house were leaning due to continued weather exposure and structural deterioration, HVAC, plumbing, and electrical systems all inoperable, and the unlikelihood of owner (Ronald Davidhizar) to effectuate repairs – property had been vacant for at least 10 years, if not more.
- Before the review hearing of demolition order occurred, the property was under contract in December 2023 for auction in January 2024.
- At January 2024 auction, the property was acquired by Leopoldo Mendoza.
- The Building Commissioner's Demolition Order was reviewed on Feb. 8, 2024. The Board of Works affirmed the Order, but provided Mendoza the opportunity to make repairs due to his new ownership.
- The matter was reviewed again on May 23, 2024. The Board noted there was progress, but not substantial progress. So, the Demolition Order remained in place with Mendoza given additional time to make repairs.
- The property status was reviewed before the Board on Sept. 5, 2024.
- The Building Department noted that repair work had stalled; permits for electrical, plumbing, and HVAC had not been obtained and property had not passed any inspections. A roof had been installed without permits or inspections and installed framing was done incorrectly.
- Due to concerns over the capacity of the then owner to effectuate repairs, the Board provided one month for the owner to submit documentation to demonstrate a financial capacity to complete necessary repairs.



- Prior to the next review hearing, Mr. Mendoza sold the Property to Artisan Investment Group.
- The Board, at a hearing on Nov. 7, 2024, maintained the demolition order but permitted the opportunity for repairs due to the change of ownership.
- The Property was reviewed again on March 6, 2025. It was noted that Artisan had pulled several permits – Remodel, Roof, Siding, Plumbing, HVAC, and Electrical. They had completed repairs but substantial work remained.
- Board ordered substantial repairs to be completed by June 6, 2025 – to the point of passing rough-in inspections.
- The property passed rough-in inspections on May 14, 2025.
- Property has made substantial progress and is no longer in a condition that demolition would be warranted.
- To demonstrate the progress, the Building Department has photographs of the Property from October 2023 (when the process started), and from earlier this week (June 9, 2025). Most of the progress at the Property has occurred under the ownership and work of Artisan Investment Group.

**Assistant City Attorney Shuler said City Building Inspector Travis Eash would now talk about the condition of the property and outline the Building Commissioner's recommendation on how to proceed.**

**Mayor Leichty swore in Eash to give truthful and complete testimony.**

Continuing to use the PowerPoint presented by Shuler, **Eash** said "the property has passed all rough-in inspections close to a month ago. Now the drywall is pretty much installed ... the property has made substantial progress and is no longer in a condition where demolition would be warranted."

To demonstrate the progress, **Eash** showed the Board photographs documenting the condition of the property in October 2023 compared with photographs taken on June 9, 2025. He said 90% of the improvement in the property's condition has been made since November 2024.

**Eash** said in October 2023, the building had broken windows, the siding was falling off, the chimney had fallen, the building was leaning to one side, the walls were separating and had nearly collapsed, there were electrical and plumbing problems and the basement was filled with trash. He said the home was unsafe for human habitation. On June 9, 2025, **Eash** said the exterior of the building appeared similar as before but there had been substantial repairs to the property. He said the property has new drywall and there have been structural repairs as well as the installation of new plumbing and electrical systems.

In his summary, **Eash** said, "It has been a long time coming, but the property has finally had substantial improvement over the last several months due to the work of the current owner. It is believed that the property will be in position to pass all inspections and be ready for occupancy within the next 90-120 days."

**Eash said the City Building Department was now recommending:**

- The Building Commissioner's Order be formally modified, rescinding the demolition requirement and providing a repair order for all repairs to be completed within 120 days to pass final inspection.
- A hearing would only be set at the request of the Building Commissioner should there be non-compliance with the Board's Order.
- Staff will bring an additional update to the Board when the property has passed all final inspections. And **Eash** will provide the Board with photographs when the repairs are completed.

**Mayor Leichty thanked Eash, Building Commissioner Myron Grise and Assistant City Attorney Shuler** for their persistence and work in facilitating improvement to this and other unsafe properties.

**Shuler** said he knows this property has been unoccupied since at least 2014 and in cleaning out some old files discovered that there have been unsafe property orders for 208 Queen Street going back to the 1990s. Shuler confirmed that the former property owner, **Ronald Davidhizar**, still owns 16 other properties in the City of Goshen.



**Mayor Leichty asked Shuler if any action was required today by the Board.**

**Shuler** said City staff was requesting that the Board modify the demolition part of the order, adopt the staff report as its findings and modify the order as presented in that report.

**Clerk-Treasurer Aguirre** asked **Shuler** if it was OK to note for the record that the property owner was not required to be present today. **Shuler** confirmed that the property owner was not required to be present.

**Landis/Swartley** made a motion to accept the Building Department's staff report and its recommendation for 208 Queen Street that the original demolition be modified to a repair order with all repairs completed within 120 days, and that it will pass final inspection by that point, and that there will not be an additional hearing unless the Building Commissioner requests that because of noncompliance. The motion passed 5-0.

At 5:22 p.m., Mayor Leichty adjourned hearing to review a Building Commissioner repair order for 208 Queen Street and reconvened the Board's regular meeting.

#### **APPROVAL OF CIVIL & UTILITY CLAIMS**

Mayor Leichty then 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 5:22 p.m.

**EXHIBIT #1:** A copy of the \$95,150 quote from Master Medical Equipment related to agenda item #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. The quote was supposed to have been attached to Resolution 2025-14, but was inadvertently omitted. Fire Chief Anthony Powell provided the quote to Board members.

**EXHIBIT #2:** A June 12, 2025 memorandum from the City Engineering Department concerning added agenda item #15, "Engineering Department request: Approve additional lane closure request on College Avenue on Friday, June 13, 2025." The memorandum was provided to Board members at the meeting.

**EXHIBIT #3:** A 24-page PowerPoint presentation, titled "Unsafe Building Hearing – Staff Update Report, 208 Queen Street, Goshen June 12, 2025," that was used by City staff in a report on agenda item #16. "Review of Repair Order of the City of Goshen Building Commissioner for 208 Queen Street (Artisan Investment Group, LLC , property owner)."





**APPROVED:**

\_\_\_\_\_  
**Mayor Gina Leichty**

\_\_\_\_\_  
**Mike Landis, Member**

\_\_\_\_\_  
**Orv Myers, Member**

\_\_\_\_\_  
**Mary Nichols, Member**

\_\_\_\_\_  
**Barb Swartley, Member**

**ATTEST:**

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



## **BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD**

### **MINUTES OF THE JUNE 26, 2025 REGULAR MEETING**

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

**Present:** Mayor Gina Leichty, Orv Myers, Mary Nichols and Barb Swartley

**Absent:** Mike Landis

**CALL TO ORDER:** Mayor Leichty called the meeting to order at 4:01 p.m.

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

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

**1) Float Fest request: Approve the use of Millrace Park, Shanklin Park and the Millrace Trail and the partial closure of Canal Street for the Float Festival on June 28, 2025**

**Scott Lehman**, on behalf of Lehman Productions, LLC and Float Fest, asked Board members for permission to use Millrace Park, Shanklin Park and the Millrace Trail on Saturday, June 28, from 8 a.m.-9 p.m., for the annual Float Fest. He said event forms have been filled out with the City and with the Parks Department.

**Lehman** also requested closure of a portion of Canal Street, from 9 a.m. until 11 p.m. on June 28 and also asked for the use of barricades. He indicated that neighbors affected have agreed to the closure.

In a memorandum to the Board, Lehman wrote that Float Fest is a moving outdoor music festival, slowly floating through Goshen's Millrace district each summer. He added, "in broader scope, it is a community event that brings together outdoor enthusiasts, music enthusiasts, community members' homes, people from outside the community (through bands and attendees), business owners and the general community, young and old."

**City Superintendent of Parks & Recreation Tanya Heyde** said the Millrace Trail will remain open on June 28, but will be used by people participating in Float Fest.

**Myers/Nichols made a motion to allow use of Millrace Park, Shanklin Park and the Millrace Trail and the partial closure of Canal Street for the Float Festival on June 28, 2025. Motion passed 4-0.**

**2) Goshen Farmers Market request: Approve the closure of Washington Street, from the South 2nd Street intersection east to the entrance of City Parking Lot M, on Saturday, July 5 and August 2 for special market days focused on youth vendors**

**Mattie Lehman**, the Board chair of the Goshen Farmer's Market, requested the closure of Washington Street, from the South 2nd Street intersection east to the entrance of City Parking Lot M, on Saturday, July 5 and August 2 for special market days focused on youth vendors. The street closures would take place from 7 a.m. to 1:30 p.m. to allow adequate time for set-up and tear down.

**Lehman** asked for Street Department signs and barricades to be placed at Washington and 3<sup>rd</sup> streets and Lincoln and 2<sup>nd</sup> Street advising people of the closures for the event duration. Market activities will include food vendors, children's activities, and more.

**Myers/Nichols made a motion to approve the closure of Washington Street, from the South 2nd Street intersection east to the entrance of City Parking Lot M, on Saturday, July 5 and August 2 for special market days focused on youth vendors. Motion passed 4-0.**



**3) Goshen Soccer Academy request: Approve the closure of a portion of the parking lot adjacent to Goshen Brewing Co. for a pickleball tournament, on Aug. 22-23, 2025**

**Thavisak "Tavi" Mounsithiraj**, leader of the Goshen Soccer Academy, said that for the past three years he has organized a Pickleball Tournament in the parking lot by Goshen Brewery Company. He asked to do so again on Friday, Aug. 22 and Saturday, Aug. 23, 2025

**Mounsithiraj** asked for permission to block off a portion of the parking lot starting on Aug. 22 at 8 a.m. and continuing until Aug. 23 at 8 p.m.

In a memorandum to the Board, **Mounsithiraj** wrote that pickleball is a sport that is a combination of tennis, badminton and ping pong and it is one of the fastest growing sports in the country. He added that he organized this event on the cobblestone parking lot "because we want this to be the toughest pickleball tournament in the country."

**Myers/Nichols made a motion to allow Goshen Soccer Academy to close the center portions of the West Washington Street parking lot to stage a pickleball tournament from 8 a.m. on Aug. 22, 2025 through 8 p.m. on Aug. 23, 2025. Motion passed 4-0.**

**4) Lacasa requests: Approve temporarily placing a crane in front of the Shoots Building, 112 E. Lincoln Ave., on July 2, 2025, from 6:30 to 10 a.m., and approve the temporary closure of the alley located east of the Shoots Building from July 7 thru July 11, 2025**

**Brad Hunsberger, Vice President for Real Estate Development for Lacasa, Inc., and Borntrager Inc.**, asked the Board for permission to temporarily place a crane in front of the Shoots Building on July 2, 2025, from 6:30 to 10 a.m. and to close an alley during the work.

**Hunsberger** said the crane would take up two street parking spots north of The Shoots Apartments at 112 East Lincoln Avenue. The crane's outriggers will project into the eastbound lane of Lincoln Avenue. He said Lacasa will install barricades to divert traffic around the crane. The sidewalk in front of the building will also be closed during the lifting activity.

**Hunsberger** said he expects the crane to be set up at 6:30 a.m. on July 2 and be removed by 10 a.m. that same day. Lacasa has notified the adjacent building owners and commercial tenants. ADEC will make other arrangements for their morning drop offs.

**Hunsberger** also requested the temporary closure of the alley located east of the Shoots Building, from Monday, July 7 through Friday, July 11, 2025. He said the closure was necessary for the safety of masonry workers as they are scheduled to be on-site during this time.

**Hunsberger** said Lacasa will provide appropriate signage and ensure continued access for emergency services and any affected residents, as needed. He added that all required safety and compliance measures will be followed and Lacasa will coordinate alternate arrangements for trash pickup and ADEC drop-offs during this time to minimize any disruption.

**Myers/Nichols moved to allow Lacasa to temporarily place a crane in front of the Shoots Building, 112 East Lincoln Avenue, on July 2, 2025, from 6:30 to 10 a.m., and approve the temporary closure of the alley located east of the Shoots Building from July 7 thru July 11, 2025. Motion passed 4-0.**

**5) Legal Department request: Approve and authorize the Mayor to execute agreements with four contractors for the removal of an existing structure and the building of a new Environmental Center office building for approximately \$34,457 with an anticipated completion date of 60 days from Notice to Proceed**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department**, recommended that the Board approve and authorize Mayor Leichty to execute agreements for the removal of the existing building and construction of a new office building at the Environmental Center. The total project will cost approximately \$34,457 and it is anticipated to be completed 60 days from the Notice to Proceed.



**Marks** said the contactors and costs are broken down as follows:

<b>Contractor</b>	<b>Description</b>	<b>Cost</b>
Rent-a-Container	Rental of temporary office building	\$2,447
L&M Electric, Inc.	Disconnect, removal, install and reconnect of electrical system	\$7,040
Bill's Heating, Inc.	Disconnect, removal, install and reconnect of HVAC system	\$1,930.00
Martins Mini Barns	Remove existing building, all materials/labor for new building	\$23,040.00
		<b>Total \$34,457</b>

**Myers/Nichols made a motion to approve and authorize Mayor Leichty to execute the agreements with the above-mentioned contractors for removal and new build of the Environmental Center office building at an approximate cost of \$34,457 with an anticipated completion date of 60 days from Notice to Proceed. Motion passed 4-0.**

**6) Legal Department request: Approve Amended Agreement with Barkes, Kolbus, Rife & Shuler, LLP**  
**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** recommended that the Board approve and authorize the Mayor to execute an Amended Agreement with Barkes, Kolbus, Rife & Shuler, LLP for the provision of legal services.

**Marks** said this amendment will extend the term of the present agreement an additional six months through June 30, 2026, and it adjusts how the compensation is paid for an attorney to act as Planning and Zoning Attorney beginning in July. In addition, the hourly rates for the legal services that are not otherwise covered by the Assistant City Attorney or the Planning and Zoning Attorney positions are increased 5% effective Jan. 1, 2026.

**Myers/Nichols made a motion to approve and authorize the Mayor to execute the Amended Agreement with Barkes, Kolbus, Rife & Shuler, LLP for the provision of legal services. Motion passed 4-0.**

**7) Legal Department request: Approve contract for 2025 Line Striping Project with CE Hughes Milling, Inc., d/b/a The Airmarking Co.**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** told the Board that the City solicited proposals for the 2025 Line Striping Project in accordance with I.C. § 36-1-12-4.9 and I.C. § 5-22-6. Solicitations were sent to four contractors, and the following proposal was received from CE Hughes Milling, Inc., d/b/a The Airmarking Co.:

<b>Item No.</b>	<b>Description</b>	<b>Estimated quantity</b>	<b>Unit price</b>	<b>Total</b>
1	Line, Traffic Paint, Solid, Yellow, 4 in	270,352 .	20	\$54,070.40
2	Line, Traffic Paint, Broken, Yellow, 4 in	1	25	\$ 0.25
3	Line, Traffic Paint, Solid, Yellow, 6 in	1	.30	\$ 0.30
4	Line, Traffic Paint, Solid, White, 4 in	180,228	.20	\$36,045.60
5	Line, Traffic Paint, Broken, White, 4 in	1	.25	\$ 0.25
6	Line, Traffic Paint, Solid, Yellow, 8 in	1	.40	\$ 0.40
				<b>Total Cost \$90,117.20</b>

**Marks** recommended that the Board approve and authorize the Mayor to execute the attached contract with CE Hughes Milling, Inc., d/b/a The Airmarking Co. Payment to the contractor will be based on the above unit prices for the work items and the actual number of units used for each work item.

**Myers/Nichols made a motion to approve and authorize the Mayor to execute the Contract with CE Hughes Milling, Inc., d/b/a The Airmarking Co., for the 2025 Line Striping Project. Motion passed 4-0.**



**8) Legal Department request: Approve Resolution 2025-08, Declaring Surplus and Authorizing Disposal of Personal Property**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** told the Board the City's Technology Department and Parks Department wish to dispose of personal property that is no longer needed or is unfit for the purpose for which it was intended. Marks said the items are worthless or of no market value. If approved, Resolution 2025-08 would declare the property as surplus and authorize its disposal in accordance with Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

**The surplus property was identified as the following:**

HP 340 G1 Tablet, Ser. No. 5CG4320MXN  
HP 340 G1 Tablet, Ser. No. 5CG43207KP  
HP 340 G1 Tablet, Ser. No. 5CG4320MXG  
HP 340 G1 Tablet, Ser. No. 5CG4320MX2  
HP 340 G1 Tablet, Ser. No. 5CG4320MZP  
HP 340 G1 Tablet, Ser. No. 5CG4320MX4  
HP Compaq Pro 4300 PC, Ser. No. 2UA3520KRY  
HP ProDesk 600 G1 SFF PC, Ser. No. 2UA417DNFN  
Dell Latitude 3330 Laptop, Ser. No. J5WC2Z1  
Surface Pro 6 Tablet, Ser. No. 18872290853  
HP ProBook 440 G3 Laptop, Ser. No. 5CD62184L4  
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503773  
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503777  
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503778  
FUJITSU Stylistic Q704 Tablet, Ser. No. Q5800682  
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503775  
FUJITSU Stylistic Q704 Tablet, Ser. No. Q5800680  
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503774  
FUJITSU Stylistic Q704 Tablet, Ser. No. Q5800681  
FUJITSU Stylistic Q704 Tablet, Ser. No. R6503776  
FUJITSU Stylistic Q736 Tablet, Ser. No. R7505164  
FUJITSU Stylistic Q737 Tablet, Ser. No. R7505083  
FUJITSU Stylistic Q736 Tablet, Ser. No. R8901327  
FUJITSU Stylistic Q736 Tablet, Ser. No. R7505081  
FUJITSU Stylistic Q736 Tablet, Ser. No. R7505082  
HP ProBook 6360b Laptop, Ser. No. 2CE2440G93  
HP ProDesk 600 G1 SFF PC, Ser. No. 2UA4170FPL  
HP EliteDesk 800 G3 TWR PC, Ser. No. 2UA8031SQR  
HP EliteDesk 800 G3 TWR PC, Ser. No. 2UA72935Y4  
HP ProDesk 600 G3 MT PC, Ser. No. MXL821259S  
HP ProDesk 600 G3 MT PC, Ser. No. MXL8212574  
HP EliteDesk 800 G3 TWR PC, Ser. No. 2UA72935ZT  
HP ProDesk 600 G3 MT PC, Ser. No. MXL82125BR  
10, Custom Towers, 11, 1960's Ski Poles

**Myers/Nichols made a motion to pass Resolution 2025-08, Declaring Surplus and Authorizing the Disposal of Personal Property. Motion passed 5-0.**





**9) Engineering Department request: Approve a lane restriction on Westwood Road for the majority of Monday, June 30, 2025, so NIPSCO to install a gas main**

**City Engineering Project Manager Andrew Lund** told the Board that NIPSCO has requested permission to implement a lane restriction with flaggers on Westwood Road, extending from Woodward Place to approximately 290 feet west of Main Street.

**Lund** said the purpose of this restriction is to install a new gas main to remediate a cross bore near 200 Westwood Road. The lane restriction is anticipated to remain in effect for the majority of the day on Monday, June 30, 2025.

**Myers/Nichols made a motion to approve a lane restriction on Westwood Road for the majority of the day on Monday, June 30, 2025. Motion passed 4-0.**

**10) Engineering Department request: Authorize the Mayor to sign the State permit's Hold Harmless indemnity form for the Elkhart County 4H Fair Parade**

**City Engineering Project Manager Andrew Lund** told the Board that the Elkhart County 4-H Fair Parade will involve the closure of various City streets, as well as a section of U.S. Highway 33 between Madison Street and Monroe Street and a section of State Road 15 between Lincoln Avenue and Main Street, on Sunday, July 20, 2025.

**Lund** said that in order to complete the State permit process for the requested road closures, the Engineering Department requested that the Board authorize the Mayor to sign the State permit's Hold Harmless indemnity form.

**Lund** said "if for some reason the fair were to significantly damage these roads, the City would be responsible.

**Myers/Nichols made a motion to authorize the Mayor to sign the State permit's Hold Harmless indemnity form for the Elkhart County 4H Fair Parade. Motion passed 4-0.**

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

**Mayor Leichty** opened Privilege of the Floor at 4:17 p.m. There were no comments

#### **APPROVAL OF CIVIL & UTILITY CLAIMS**

**Mayor Leichty** made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Nichols seconded the motion. The motion passed 4-0.

#### **ADJOURNMENT**

**Mayor Leichty** adjourned the meeting at 4:18 p.m.



**APPROVED:**

---

**Mayor Gina Leichty**

---

**Mike Landis, Member**

---

**Orv Myers, Member**

---

**Mary Nichols, Member**

---

**Barb Swartley, Member**

**ATTEST:**

---

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



**ANTHONY D. POWELL**  
**FIRE CHIEF**  
**FIRE DEPARTMENT, CITY OF GOSHEN**  
209 N. 3<sup>rd</sup> Street Goshen, Indiana 46526  
Phone (574) 537-3853  
Cell (574) 596-0940  
Fax (574) 534-2804  
[anthonypowell@goshencity.com](mailto:anthonypowell@goshencity.com)  
[www.goshenindiana.org](http://www.goshenindiana.org)

**July 1, 2025**

**To the Members of the Goshen City Board of Works and Public Safety:**

Dear Board Members,

I am writing to request the ratification of six conditional offers of employment for the fire department. All have successfully passed qualifications to enter into the Public Employee Retirement Fund and we would like to proceed with their hiring.

**Roy Thomas**  
**Jordan Yoder**  
**Konnor Cabe**  
**Morgan Dyer**  
**Christian Roman**  
**Chase Bair**

Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Roy Thomas, Jordan Yoder, Konnor Cabe, Morgan Dyer, Christian Roman, and Chase Bair dated and approve the hiring of said individuals as Probationary Firefighter effective July 11, 2025.

Should you have any questions or require additional information regarding this amendment, please do not hesitate to contact me.

Thank you for your consideration and support.

Sincerely,  
Anthony



**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

[richardaguirre@goshencity.com](mailto:richardaguirre@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

**To:** City of Goshen Board of Public Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** July 3, 2025  
**Subject:** Signage request for Sage Salon, 106 South Main Street

**The Clerk-Treasurer's Office received the following request on May 28, 2025:**

My wife and I are getting ready to put a sign up for our building at 106 South Main Street. Assistant Planning & Zoning Administrator Rossa Deegan said that if we were going to have a sign hanging over the sidewalk, we needed to get it approved at the Board of Works meeting. I didn't know if this was every size or not. Also, I think we might put some small hanging flower boxes on the façade as well.

My name is Rob Steury and my wife's name is Rebekah Steury. Contact information is 574-903-1795 and email is [rob.steury@gmail.com](mailto:rob.steury@gmail.com). We are going to be using a building for a salon and it is named Sage Salon, 106 South Main Street in Goshen.

Please let me know if so and if we can get on the agenda, or what we would need to provide. Thanks!

Sincerely,  
**Rob Steury**

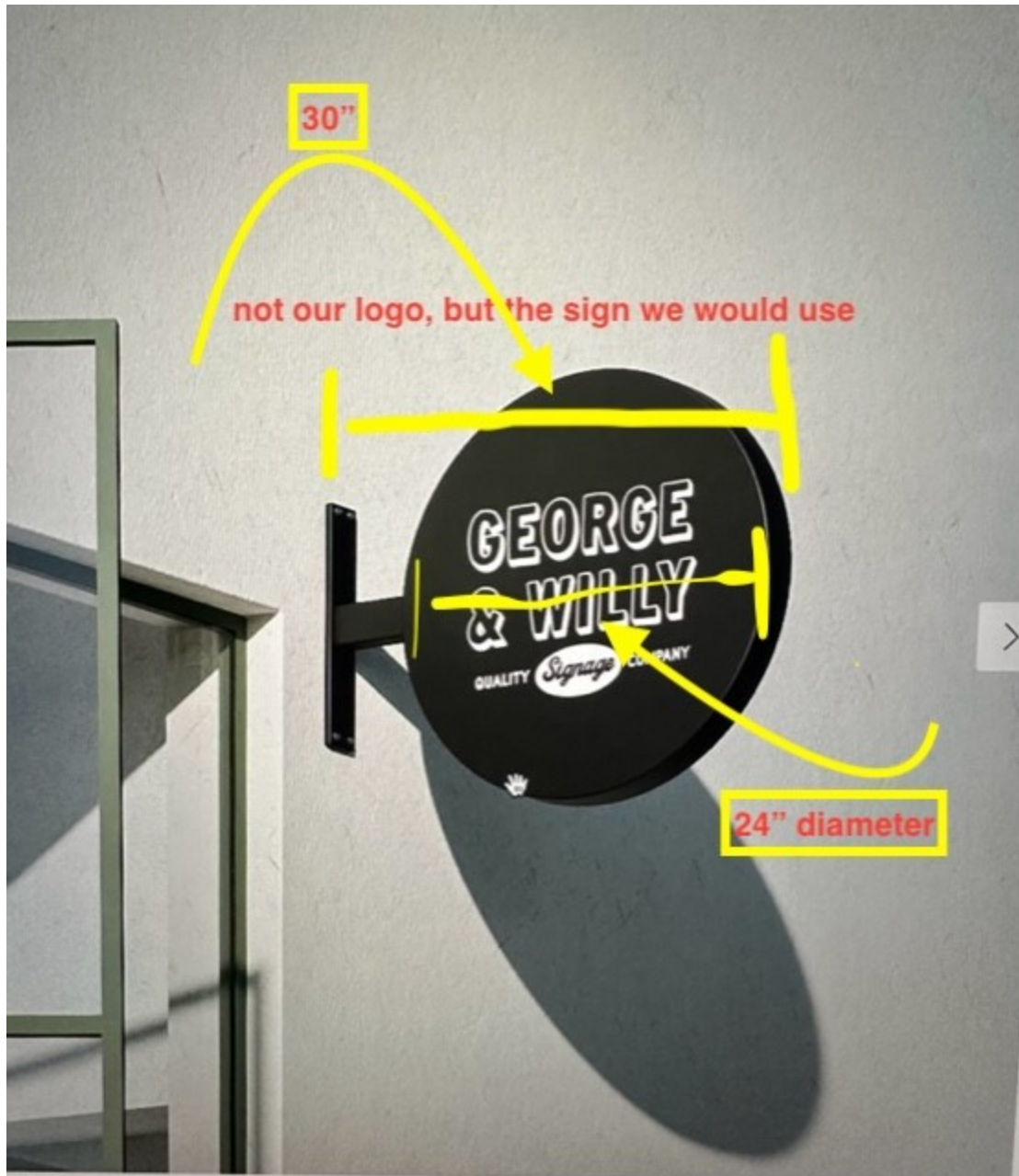
**Rossa Deegan provided this related information via email on June 27, 2025:**

The Planning Department has reviewed Rob Steury's application for a projecting sign and can issue the zoning clearance once it is approved by the Board of Works. Details are attached. We do not have any objection to it appearing on the next available BOW agenda.

Thanks,  
**Rossa Deegan, AICP**  
Assistant Planning & Zoning Administrator  
City of Goshen  
204 E Jefferson St, Suite 4  
Goshen, IN 46528  
[rossadeegan@goshencity.com](mailto:rossadeegan@goshencity.com)









## **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)

July 3, 2025

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2025-16 - Declaring Surplus and Authorizing the Disposal of Water Meters

The Water Department wishes to dispose of brass water meters that have been removed from the distribution system due to poor performance and/or age. These meters may have a scrap value estimated to be less than \$5,000. Resolution 2025-16 is to declare the meters as surplus and authorize the disposal by selling the meters for scrap. In the event the meters have no scrap value, then authorization is given to demolish or junk the meters.

### **Suggested Motion:**

Move to pass Resolution 2025-16 - Declaring Surplus and Authorizing the Disposal of Water Meters.

**Goshen Board of Public Works and Safety  
Resolution 2025-16**

**Declaring Surplus and Authorizing the Disposal of Water Meters**

WHEREAS the Water Department wishes to dispose of brass water meters that have been removed from the distribution system due to poor performance and/or age, and are unfit for the purpose for which the meters were intended.

WHEREAS the water meters are considered worthless to the Water Department, except the meters may have a scrap value estimated to be less than \$5,000.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the following described brass water meters are declared as surplus property, hereinafter collectively referred to as "Surplus Property."

<u>Quantity</u>	<u>Meter Size</u>
35	5/8"
301	3/4"
32	1"
6	1-1/2"
7	2"
1	3"
2	4"
(384 Total)	

BE IT FURTHER RESOLVED that authorization is given to the Water Department to dispose of the Surplus Property in accordance with the provisions of Indiana Code § 5-22-22-6 by selling the Surplus Property for scrap. In the event the Surplus Property has no scrap value, then authorization is given to dispose of the Surplus Property in accordance with Indiana Code § 5-22-22-8 by demolishing or junking Surplus Property.

PASSED by the Goshen Board of Public Works and Safety on July 3, 2025.

---

Gina M. Leichty, Mayor

---

Mary Nichols, Member

---

Orv Myers, Member

---

Michael A. Landis, Member

---

Barb Swartley, Member



## Department of Environmental Resilience

410 West Plymouth Avenue • Goshen, IN 46526

Phone (574) 534-0076 • [www.goshenindiana.org](http://www.goshenindiana.org)

*Aaron Sawatsky-Kingsley, Department Head*



Date: 7/1/2025

To: Richard Aguirre, Clerk-Treasurer & City of Goshen Board of Works and Safety

From: Aaron Sawatsky-Kingsley, Department Head, Environmental Resilience

Subject: Agenda item 7/3/2025 – Request Approval of Well Drilled at the City's Tree Nursery, 4106 Dierdorff

The City's new 3-acre tree nursery is located at 4106 Dierdorff, site of the proposed wellfield. There is no water service available at that location; therefore, drilling a well is the most economical choice and is anticipated to meet the needs of the nursery for decades.

Martin's well drilling was the most responsive bidder at \$9200. The well will utilize a 1 ½ hp variable speed pump to provide variability in volume needs and allow adequate pressure to pump to both short and long distances.

**Request Motion:** Approve the contract with Martin's Well Drilling for \$9200 and allow Mayor Liechty to sign the agreement.

# **AGREEMENT WITH MARTIN'S WELL DRILLING, INC. FOR NEW WELL DRILL AT DIERDORFF ROAD NURSERY**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2025, which is the date of the last signature set forth on the signature page, by and between **Martin's Well Drilling, Inc.** ("Contractor"), whose mailing address is 27046 C.R. 30, Elkhart, Indiana 46517, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

## **Section 1. Component Parts of this Agreement**

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

## **Section 2. Scope of Work**

Contractor shall provide City all parts and labor necessary to complete the drilling of a 4" well to the specifications more particularly described in Contractor's May 2, 2025 Job Estimate attached as Exhibit A (hereinafter referred to as "Duties").

## **Section 3. Effective Date**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.

## **Section 4. Compensation**

- (A) City agrees to compensate Contractor the sum of Nine Thousand Two Hundred Dollars (\$9,200) for performing all Duties.



## **Section 5.     Payment**

- (A)     City shall pay Contractor for Duties satisfactorily completed under this agreement.
- (B)     Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Environmental Resilience  
410 West Plymouth Ave  
Goshen, IN 46526  
Email is also acceptable at [theresasailor@goshencity.com](mailto:theresasailor@goshencity.com)

- (C)     Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D)     Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

## **Section 6.     Licensing/Certification Standards**

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

## **Section 7.     Warranty**

Parties agree that all parts installed shall be subject to the manufacturer's warranty. Contractor shall warrant all labor for the term of one (1) year from date of completion and City's acceptance thereof.

## **Section 8.     Independent Contractor**

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

## **Section 9. Non-Discrimination**

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

## **Section 10. Employment Eligibility Verification**

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

## **Section 11. Contracting with Relatives**

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

## **Section 12. No Investment Activities in Iran**

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

## **Section 13. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under

this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

#### **Section 14. Insurance**

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy. Notice shall be sent to the City party referenced in Section 18 of this Agreement.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (3) Workers Compensation and Employer's Liability - Statutory Limits
  - (4) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
  - (5) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
  - (6) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (7) Excess Umbrella Coverage - \$4,000,000 each occurrence

#### **Section 15. Force Majeure**

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

## **Section 16. Default**

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
  - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

## **Section 17. Termination**

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

## **Section 18. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses,

or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

**City:**

City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528  
Email: [brandytoms@goshencity.com](mailto:brandytoms@goshencity.com)

**Contractor:**

Martin's Well Drilling, Inc.  
Attention: Curvin Martin  
27046 C.R. 30  
Elkhart, IN 46517  
Email: [curvinmartin@yahoo.com](mailto:curvinmartin@yahoo.com)

**Section 19. Subcontracting or Assignment**

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

**Section 20. Amendments**

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

**Section 21. Waiver of Rights**

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

**Section 22. Applicable Laws**

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

**Section 23. Miscellaneous**

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

- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

#### **Section 24. Severability**

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

#### **Section 25. Binding Effect**

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

#### **Section 26. Entire Agreement**

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

#### **Section 27. Authority to Execute**

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

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

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

**Martin's Well Drilling, Inc.**

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

\_\_\_\_\_  
Curvin Martin, Owner

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

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





**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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NORTH GOSHEN SERVICE LINE REPLACEMENT &  
UTILITY IMPROVEMENTS PROJECT  
(JN: 2024-0029)**

DATE: July 03, 2025

---

On April 24, 2025, we received the following proposals for the above referenced project. The itemized bid tab is attached for your reference.

Niblock Excavating \$9,826,940.00  
C&E Excavating \$16,573,610.00

The Engineering Department is requesting that the Board of Public Works and Safety officially award the contract to Niblock Excavating as the lowest responsive and responsible bidder.

We closed on the State Revolving Fund, SRF, grant and loans on June 5, 2025, and received a Contract Award Approval Letter from the SRF on June 16, 2025. We have received an award broken down as follows: \$2,500,000.00 as grant, \$2,500,000.00 as 0% loan, and \$3,024,990.00 as low interest loan from the SRF. The remaining \$1,801,950.00 will be funded by the Water and Sewer Departments.

**Requested Motion: Approve signing the Agreement with Niblock Excavating for the North Goshen Service Line Replacement and Utility Improvements project in the amount of \$9,826,940.00.**

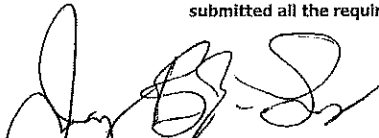
**NORTH GOSHEN SERVICE LINE & UTILITY IMPROVEMENTS - JN: 2024-0029**  
**MATERIAL BID TAB**  
**BID DUE DATE - APRIL 24, 2025**

BASE BID				Niblock Excavating		C&E Excavating *	
Item No.	Est. Qty.	Unit	Description	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization & Demobilization, Bonds & Insurance	\$1,225,000.00	\$1,225,000.00	\$800,000.00	\$800,000.00
2	1	LSUM	Construction Engineering	\$135,000.00	\$135,000.00	\$205,418.00	\$205,418.00
3	1	LSUM	Photographic Demonstration of Conditions	\$45,000.00	\$45,000.00	\$32,000.00	\$32,000.00
4	1	LSUM	Maintenance of Traffic	\$55,000.00	\$55,000.00	\$415,000.00	\$415,000.00
5	1	LSUM	Erosion & Sedimentation Control	\$37,500.00	\$37,500.00	\$75,000.00	\$75,000.00
6	2,750	LFT	Ductile Iron Water Main, 8"	\$105.00	\$288,750.00	\$150.00	\$412,500.00
7	2,700	LB	Ductile Iron Fittings	\$13.00	\$35,100.00	\$8.00	\$21,600.00
8	15	EA	Gate Valve with Valve Box, 8"	\$4,000.00	\$60,000.00	\$2,300.00	\$34,500.00
9	5	EA	Hydrant Assembly	\$11,050.00	\$55,250.00	\$13,000.00	\$65,000.00
10	67	EA	Service Line Replacement (Utility & Customer Side)	\$7,650.00	\$512,550.00	\$18,000.00	\$1,206,000.00
11	49	EA	Service Line Replacement (Utility Side Only)	\$3,475.00	\$170,275.00	\$11,500.00	\$563,500.00
12	342	EA	Service Line Replacement (Customer Side Only)	\$6,675.00	\$2,282,850.00	\$12,900.00	\$4,411,800.00
13	46	EA	Separation of Service Line from Sanitary Lateral	\$3,500.00	\$161,000.00	\$2,200.00	\$101,200.00
14	23	EA	Attempted Replacement, Not Needed	\$1,450.00	\$33,350.00	\$3,169.00	\$72,887.00
15	1,000	LFT	Additional Service Line Piping	\$27.00	\$27,000.00	\$64.50	\$64,500.00
16	775	SYD	Concrete Sidewalk Restoration	\$250.00	\$193,750.00	\$1,225.00	\$949,375.00
17	775	SYD	Asphalt Pavement Patch	\$200.00	\$155,000.00	\$750.00	\$581,250.00
18	1	LSUM	Private Hydrant Connection	\$20,500.00	\$20,500.00	\$16,900.00	\$16,900.00
19	1	LSUM	Contingency - General Service Line Allowance	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
20	1	LSUM	Contingency - General Utility Relocation Allowance	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
21	1	LSUM	Clearing and Grubbing	\$275,000.00	\$275,000.00	\$1,920,000.00	\$1,920,000.00
22	23	EA	Sign, Remove and Reset	\$450.00	\$10,350.00	\$450.00	\$10,350.00
23	13,000	SYD	Full Depth Pavement Removal	\$12.50	\$162,500.00	\$16.00	\$208,000.00
24	8,800	CYD	Structure Backfill	\$32.50	\$286,000.00	\$12.00	\$105,600.00
25	1,080	TON	HMA Surface, Type B	\$125.00	\$135,000.00	\$131.00	\$141,480.00
26	1,790	TON	HMA Intermediate, Type B	\$102.50	\$183,475.00	\$107.00	\$191,530.00
27	2,860	TON	HMA Base, Type B	\$95.50	\$273,130.00	\$100.00	\$286,000.00
28	1,000	SYD	Grass Restoration	\$20.00	\$20,000.00	\$35.00	\$35,000.00
29	26	EA	Tree Planting	\$735.00	\$19,110.00	\$810.00	\$21,060.00
30	9,600	LFT	Modified Concrete Curb and Gutter, 6"	\$42.50	\$408,000.00	\$48.00	\$460,800.00
31	400	SYD	PCCP for approaches, 6"	\$138.50	\$55,400.00	\$250.00	\$100,000.00
32	5,000	LFT	Concrete Sidewalk, 4"	\$57.50	\$287,500.00	\$110.00	\$550,000.00
33	15	EA	Casting, adjust to grade	\$750.00	\$11,250.00	\$400.00	\$6,000.00
34	80	SYD	Curb Ramp, Concrete	\$180.00	\$14,400.00	\$310.00	\$24,800.00
35	40	SYD	Detectable Surfaces	\$850.00	\$34,000.00	\$345.00	\$13,800.00
36	400	SYD	Compacted Aggregate Drives, 6"	\$30.00	\$12,000.00	\$55.00	\$22,000.00
37	100	LFT	Storm Sewer, 12"	\$80.00	\$8,000.00	\$100.00	\$10,000.00
38	1,200	LFT	Storm Sewer, 15"	\$100.00	\$120,000.00	\$125.00	\$150,000.00
39	200	LFT	Storm Sewer, 18"	\$125.00	\$25,000.00	\$135.00	\$27,000.00
40	1,400	LFT	Storm Sewer, 24"	\$145.00	\$203,000.00	\$145.00	\$203,000.00
41	680	LFT	Storm Sewer, 30"	\$185.00	\$125,800.00	\$180.00	\$122,400.00
42	1	EA	Aqua-Swirl® XC-9 Hydrodynamic Separator	\$125,000.00	\$125,000.00	\$100,000.00	\$100,000.00
43	1	EA	New stormwater outfall	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00
44	25	EA	Storm Catch Basin	\$6,750.00	\$168,750.00	\$3,500.00	\$87,500.00
45	21	EA	Storm Inlet	\$4,500.00	\$94,500.00	\$2,500.00	\$52,500.00
46	11	EA	Storm Manhole, 48"	\$4,750.00	\$52,250.00	\$3,250.00	\$35,750.00
47	1	LSUM	Storm Sewer, 24" Jack-and-Bore, with 36" Steel Casing	\$185,000.00	\$185,000.00	\$160,000.00	\$160,000.00
48	1,000	LFT	Sanitary Sewer, 8"	\$130.00	\$130,000.00	\$100.00	\$100,000.00
49	1,500	LFT	Sanitary Sewer, 10"	\$137.50	\$206,250.00	\$125.00	\$187,500.00
50	12	EA	Sanitary Manhole, 48"	\$6,750.00	\$81,000.00	\$3,250.00	\$39,000.00
51	1,600	LFT	Sanitary lateral, 6"	\$65.00	\$104,000.00	\$135.00	\$216,000.00
52	80	EA	Sanitary Cleanout	\$1,150.00	\$92,000.00	\$2,100.00	\$168,000.00
53	80	EA	Sanitary Tee-Wye	\$580.00	\$46,400.00	\$3,375.00	\$270,000.00
54	5	EA	Line Stops	\$7,000.00	\$35,000.00	\$10,000.00	\$50,000.00
55	5	EA	Isolation Valves	\$12,000.00	\$60,000.00	\$29,000.00	\$145,000.00
<b>BASE BID SUBTOTAL:</b>					<b>\$9,826,940.00</b>		<b>\$16,548,500.00</b>

ALTERNATE 1				Niblock Excavating		C& E Excavating	
Item No.	Est. Qty.	Unit	Description	Unit Price	Amount	Unit Price	Amount
A1-1	1,250	LFT	CIPP, Sanitary Sewer, 10"	\$84.50	\$105,625.00	\$100.00	\$125,000.00
A1-2	1,500	LFT	CIPP, Sanitary Sewer, 12"	\$87.10	\$130,650.00	\$104.00	\$156,000.00
A1-3	103	VF	Composite Manhole Lining (Full Depth), San. Manhole, 48"	\$507.00	\$52,221.00	\$460.00	\$47,380.00
A1-4	80	EA	Lateral Reinstatement	\$2,476.09	\$198,087.20	\$46.00	\$3,680.00
A1-5	13	EA	Manhole Frame and Cover Replacement	\$3,269.50	\$42,503.50	\$1,200.00	\$15,600.00
A1-6	15	VF	Manhole Chimney Reconstruction	\$780.00	\$11,700.00	\$230.00	\$3,450.00
48	-1,000	LFT	Sanitary Sewer, 8"	\$130.00	-\$130,000.00	\$100.00	-\$100,000.00
49	-1,500	LFT	Sanitary Sewer, 10"	\$137.50	-\$206,250.00	\$125.00	-\$187,500.00
50	-12	EA	Sanitary Manhole, 48"	\$6,750.00	-\$81,000.00	\$3,250.00	-\$39,000.00
<b>ALTERNATE 1 SUBTOTAL:</b>					<b>\$123,536.70</b>		<b>\$24,610.00</b>
<b>TOTAL BASE BID + ALTERNATE 1</b>					<b>\$9,950,476.70</b>		<b>\$16,573,110.00</b>

\* Due to errors in the Amounts of Item No. 2 & 9, C&E's Bid is \$500 less than their written bid.

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

  
 Jamey Bohtrager-Singer  
 Utilities Engineer  
 City of Goshen, Indiana

  
 Date

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Goshen** ("Owner") and **Niblock Excavating, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The Work includes but is not limited to the replacement of 458 residential service lines with galvanized piping and/or lead gooseneck connectors. In the Northside Neighborhood where a large number of service lines will be replaced (primarily impacting Oakridge Ave. and Queen Street) the work will also upgrade utilities including replacement of approximately 2,750 linear feet of 1930's era water main with new 8-inch ductile iron, 4,300 linear feet of PVC and RCP storm sewers (12 to 30-inch) exiting at a new stormwater outfall to Rock Run Creek, and a Jack-and-Bore installation of 24-inch storm sewer under SR 15. Additionally, approximately 2,100 LF of existing 10 to 12-inch combined sewer mains will be replaced with new 8 to 10-inch separate sanitary sewers. The utility replacements will be complimented by full roadway replacement, including new sidewalks and ADA-compliant features, provisions for on-street parking, and new curb and gutter throughout the North Goshen neighborhoods.**

~~An Alternate is requested for Sanitary Sewer Scope employing trenchless Cured in Place Pipe rehabilitation of approximately 2,100 LF of existing 10 inch to 12 inch sewer mains, and 86 vertical feet of manhole lining.~~

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **North Goshen Service Line and Water Improvements, Project Number 2024-0029.**

## ARTICLE 3—ENGINEER

3.01 The Owner has retained **Arcadis of North America, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

## ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 *Contract Times: Days*

- A. The Work will be substantially complete within 800 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 840 days after the date when the Contract Times commence to run.

#### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. *Substantial Completion:* Contractor shall pay Owner **\$1500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  - 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. *Milestones:* Contractor shall pay Owner **\$750** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  - 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation,

inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)  
**\$9,826,940.00**

## ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **Five (5)** percent of the value of the Work completed (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **one hundred (100)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **two hundred (200)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement and the Addendum.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
    - c. Maintenance bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) consisting of **79** sheets with each sheet bearing the following general title: **North Goshen Service Line and Utility Improvements**.
  - 7. Addenda (numbers **[number]** to **[number]**, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. 00 73 46, Wage Determination Schedule
    - b. 00 73 73, Statutory and Funding-Financing Requirements
  - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.



- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:

City of Goshen

(typed or printed name of organization)

By:

(individual's signature)

Date:

July 3, 2025

(date signed)

Name:

Gina M. Liechty

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

Deputy Mayor

(typed or printed)

Address for giving notices:

204 East Jefferson

Goshen, Indiana 46528

Designated Representative:

Name:

Dustin Sailor

(typed or printed)

Title:

Director of Public Works and Utilities

(typed or printed)

Address:

204 East Jefferson

Goshen, Indiana 46528

Phone:

(574)534-2201

Email:

dustinsailor@goshencity.com

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Niblock Excavation

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Chad Niblock

(typed or printed)

Title:

President

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Niblock Excavating

PO Box 211

Bristol, Indiana

Designated Representative:

Name:

Brian Swallow

(typed or printed)

Title:

Project Manager

(typed or printed)

Address:

Niblock Excavating

PO Box 211

Bristol, Indiana

Phone:

(574) 326-8118

Email:

bswallow@niblockexc.com

License No.:

---

(where applicable)

State:

---

## **ADDENDUM**

THIS ADDENDUM is made and entered into the 3rd day of July, 2025, by and between Niblock Excavating (hereinafter referred to as "Contractor") and the City of Goshen, Indiana (hereinafter referred to as "City").

### WITNESSETH:

WHEREAS Contractor and City are parties to a certain agreement for the **North Goshen Service Line and Utility Improvements, Project Number 2024-0029** ("Agreement" or "Contract"); and

WHEREAS the Work required for the Agreement may be referred to as "the Project" in this Addendum.

WHEREAS this Addendum shall be attached to and be a part of the Agreement and shall control in the event of any conflict with the terms and provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereby mutually and further agree as follows:

(1) **Duties of Contractor.**

- (A) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor's employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor's employees.
- (B) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of the Bidding Documents, the Agreement, and this Addendum.

(2) **Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, a contractor in any contractor tier shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
- (i) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
  - (ii) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
  - (iii) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
  - (iv) That this Contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (C) This section shall also apply to a contractor in any contractor tier.
- (3) Employment Eligibility Verification.
- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
  - (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with an individual that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
  - (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-

Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- (E) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins Work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (F) This section shall also apply to a contractor in any contractor tier.

(4) Employee Drug Testing Program.

- (A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18 et seq. and as described in Contractor's written plan submitted with their proposal.
- (B) City may cancel or terminate this Contract in the event Contractor fails to implement the employee drug testing program during the term of the Contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the Contractor's employee drug testing program.
- (C) This section also applies to a contractor in any contractor tier, including subcontractors.

(5) Contractor Compliance with Other Laws.

- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
  - (i) A contractor shall not pay cash to any individual employed by Contractor for Work done by the individual on the Project.
  - (ii) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
  - (iii) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
  - (iv) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
  - (v) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.



(B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.

(C) This section shall also apply to a contractor in any contractor tier.

(6) General Requirements.

(A) Contractor further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

(B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.

This Addendum is dated effective with the effective date of the Agreement.

CITY:

CITY OF GOSHEN, INDIANA

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

Name: Gina M. Liechty

Title: Mayor, City of Goshen

Date: July 3, 2025

CONTRACTOR:

NIBLOCK EXCAVATING, INC.

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

Name: Chad Niblock

Title: President

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



**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 Public and Safety

FROM: Engineering

RE: **KERCHER ASPHALT PAVING PROJECT  
B (JN: 2024-0002B)**

DATE: July 3, 2025

Due to scheduling, this request is retro active to June 30, 2025. There are several phases of work along Kercher Road for the asphalt paving project. The first through the sixth phase of the project is to remove and replace storm structures between the railroad tracks and Dierdorff Drive. The final phase is to mill and pave Kercher Road from Violet Road to US 33. Phend & Brown is requesting lane restrictions for all phases of work on Kercher Road from Violet Road to US 33 with Phend & Brown providing traffic control. The multi-use trail on the south side of Kercher Road will need to be closed for replacement of the structures. Phend & Brown will maintain open access for the businesses and residents on Kercher Road. The partial lane restrictions will occur between June 30 through October 21, 2025.

**Requested motion: Move to approve the Kercher Road lane restrictions from June 30 through October 21, 2025.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

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

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

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

\_\_\_\_\_  
Michael Landis, Member

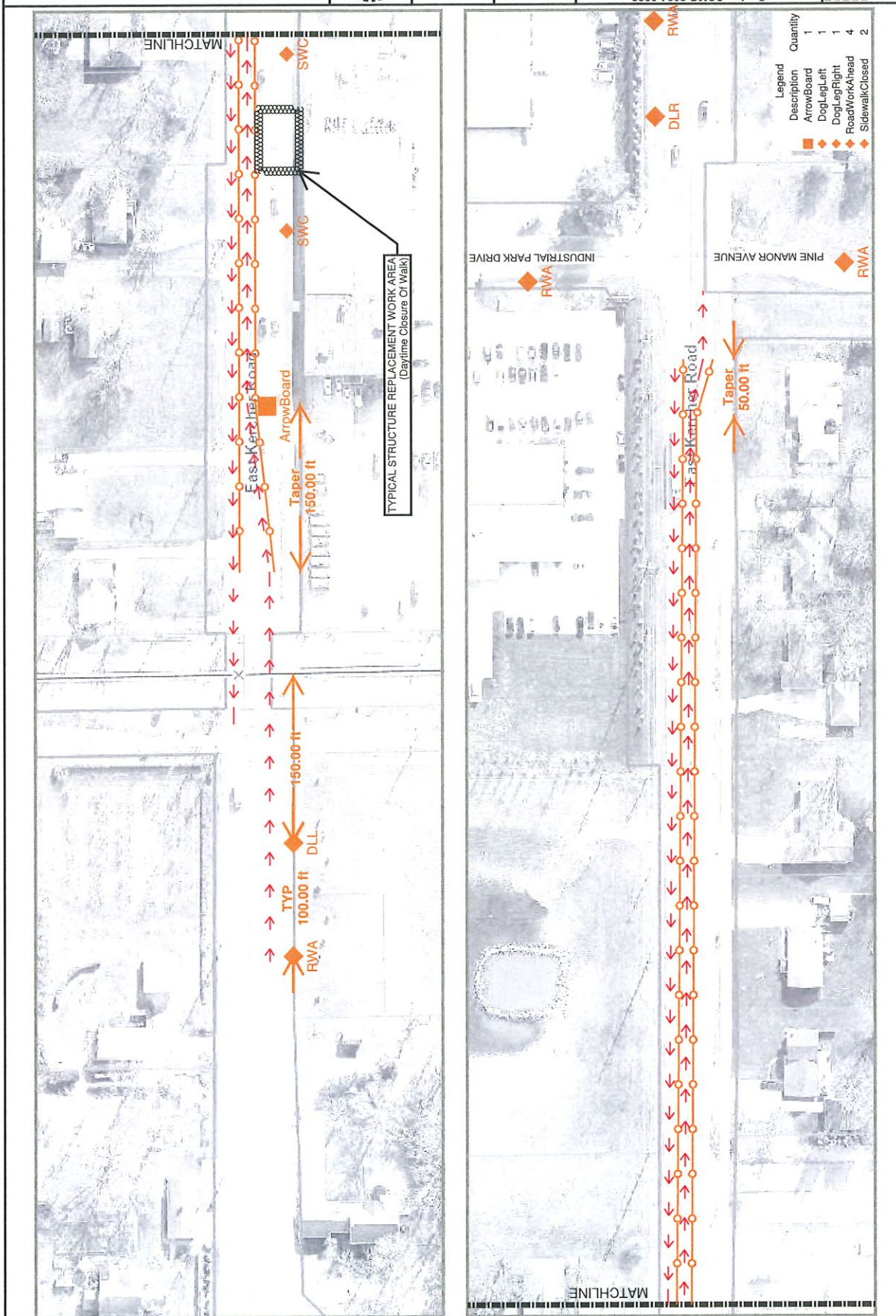
\_\_\_\_\_  
Barb Swartley, Member



GoshenCME 2024-0002  
Kercher Storm - NS Railroad to US33  
Goshen, Elkhart Co, Indiana  
MAINTENANCE OF TRAFFIC  
PHASE 01

Project: 3500082  
Scale: NTS  
Drawn By: BAL  
Date: 06/17/2025  
Rev: 01 06/30/25 ARS

SHEET  
1 OF 1







**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 Public and Safety

FROM: Engineering

RE: **(HACKETT RD. & JOHNSTON ST.) ASPHALT PAVING PROJECT A (JN: 2024-0002)**

DATE: July 3, 2025

---

Niblock Excavating is requesting a road closure on Hackett Road between S.R. 15 and Johnston Street. Niblock will be performing work to remove and replace full depth asphalt pavement and install storm underdrains. After the asphalt base is paved on Hackett Road, Niblock will do some curb work, mill, and install petro mat on Johnston Street from S.R. 15 to Michigan Ave. Niblock will then surface pave Hackett & Johnston. This work will start Monday July 7 and go through Friday August 1. Niblock will maintain access to the businesses and residents and have all the traffic control devices in place.

**Requested motion: Move to approve the road closure on Hackett Road & Johnston Street for the work of full depth pavement removal, storm underdrains, curb work and to rebuild the asphalt roadway from Monday July 7 thru Friday August 1, 2025.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

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

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

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

\_\_\_\_\_  
Michael Landis, Member

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



**ENGINEERING DEPARTMENT  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
engineering@goshencity.com • www.goshenindiana.org

## **MEMORANDUM**

**TO:** Goshen Board of Public Works & Safety

**FROM:** Engineering Department

**RE:** **ON-STREET PARKING DELINEATION – JOHNSTON STREET  
(JN 2025-0007)**

**DATE:** June 5, 2025

---

Goshen Engineering received a request from Green Oaks of Goshen for pavement markings to be installed along Johnston Street for on-street parking. The request notes parking challenges on-site at 282 Johnston Street due to limited spaces available, and that striped parking stalls would help provide a more efficient use of on-street parking space.

On-street parking is currently permitted though not delineated, and the speed limit is posted at 30 MPH, with an 85<sup>th</sup> percentile speed of 32 MPH (recorded in 2022). The roadway pavement is 34 feet wide. Engineering staff have noted minimal usage of on-street parking from other apartment buildings and businesses along Johnston Street.

Green Oaks of Goshen is a four-story, 120-unit assisted living facility. Per Goshen's Zoning Ordinance, 180 parking spaces would have been required for the Green Oaks facility (as a Nursing Home). However, 54 spaces were proposed for the development. The reasoning that few residents of the Green Oaks site would still drive was provided as support for the parking variance. Further justification was based on parking ratios of an Assisted Living "Use Group", as described in the Institute of Transportation Engineers *Parking Generation Manual, 4<sup>th</sup> Edition* (ITE Manual). According to the ITE Manual, the average parking supply ratio of an Assisted Living site is 0.6 spaces per unit, and the average peak period parking demand is 0.41 spaces per unit, with an 85<sup>th</sup> percentile of 0.54 spaces per unit. Green Oaks supplies 0.45 spaces per unit. See *Exhibit A* for the narrative provided by Green Oaks in support of reduced parking. The site has 50 common-use parking spaces and 4 reserved (ADA) parking spaces.

Engineering staff reached out to Green Oaks and learned that there is a consistent need for on-street parking. Green Oaks staff have observed as many as 10 vehicles park on the street on a typical weekday. However, on-street parking demand grows during regular events. Twice a month, vehicles park along the entire Green Oaks property. Once every quarter there are larger events where up to half of Johnston Street is utilized for on-street parking.

This request was presented at the May meeting of the Traffic Commission. Green Oaks Executive Director Mr. Carlos Romero and Director of Marketing and Sales Mary Gallardo were also in attendance. They explained that with the expected growth to full unit occupancy, they

anticipated as many as 15 vehicles may need to park on the street on a typical weekday. After discussion of the related Engineering Department request for parking restrictions, Traffic Commission members provided a unanimous positive recommendation that the Board of Public Works approve the installation of bookends/bump-outs with on-street parking in the three areas identified in Exhibit A.

**Requested Motion: Move to approve the installation of on-street parking delineations as designated along Johnston Street.**

**APPROVED:  
BOARD OF PUBLIC WORKS & SAFETY  
CITY OF GOSHEN, INDIANA**

---

Gina Leichty, Mayor

---

Barb Swartley, Member

---

Mary Nichols, Member

---

Orv Myers, Member

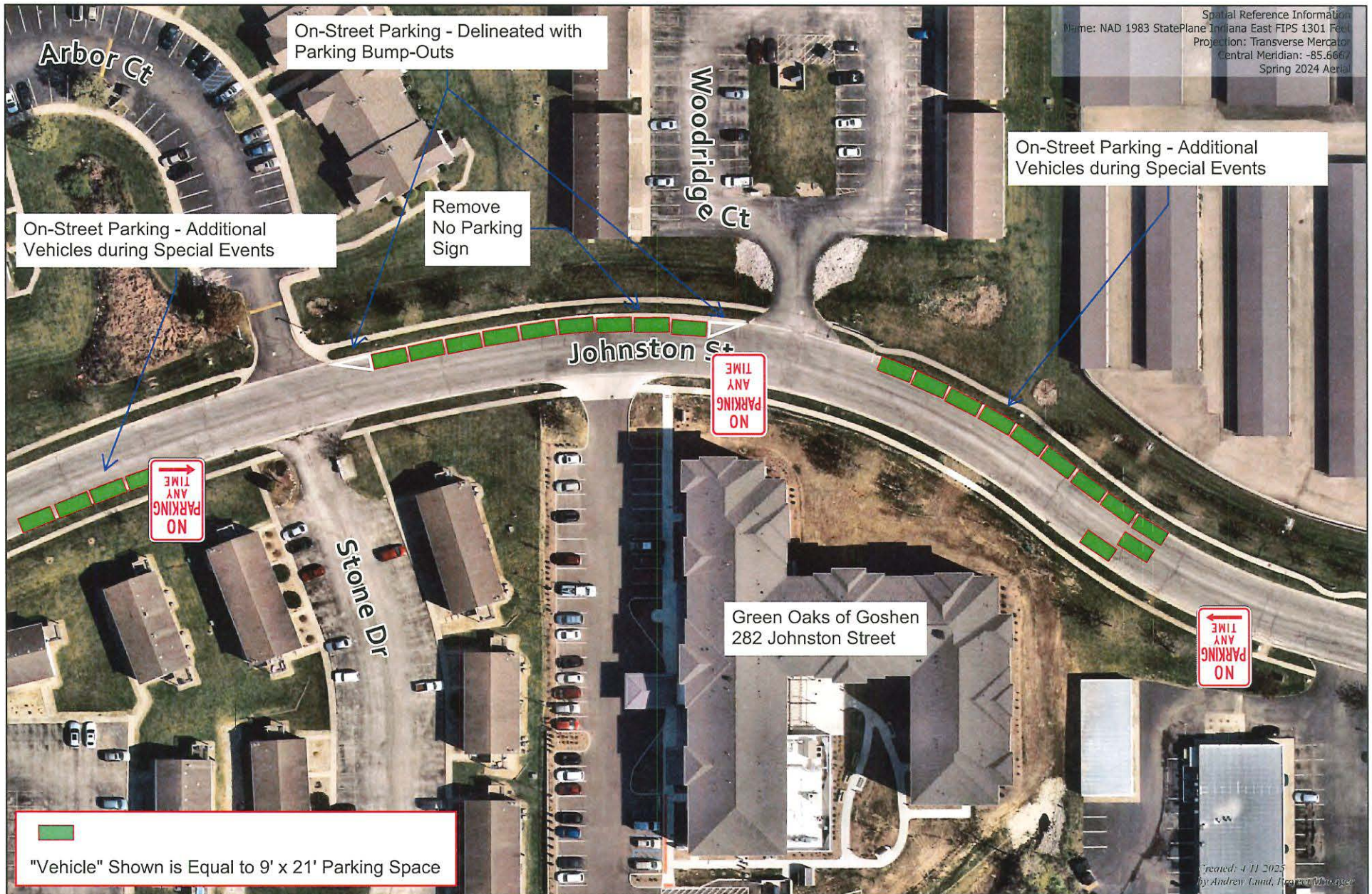
---

Michael Landis, Member



## Exhibit A – Johnston Street On-Street Parking Delineation





Spatial Reference Information  
Name: NAD 1983 StatePlane Indiana East FIPS 1301 Feet  
Projection: Transverse Mercator  
Central Meridian: -85.6667  
Spring 2024 Aerial

## City of Goshen

### Proposed Delineated On-Street Parking and Parking Restrictions on Johnston Street near Green Oaks

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

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

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





**ENGINEERING DEPARTMENT  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Engineering Department

RE: **ON-STREET PARKING DELINEATION – JOHNSTON STREET  
(JN 2025-0007)**

DATE: June 5, 2025

---

Goshen Engineering is requesting the implementation of parking restrictions through the installation of “No Parking” signs in designated areas along Johnston Street, as shown in Exhibit A.

Following a review of sight distance concerns associated with existing on-street parking on the south side of Johnston Street, near the entrance to Green Oaks (282 Johnston Street), Engineering staff has determined that restricting parking in this area is warranted. These restrictions are recommended to enhance visibility and ensure safe turning movements for drivers exiting the Green Oaks property onto Johnston Street.

The proposed parking restrictions would apply to the south side of Johnston Street, directly adjacent to 282 Johnston Street, extending to the west to the west side of the intersection with Stone Drive and to the east, to a position immediately west of the drive entrance for 204 – 216 Johnston Street.

This request was presented at the May meeting of the Traffic Commission, where it received unanimous approval and a positive recommendation to the Board of Public Works.

**Requested Motion: Move to approve the installation of “No Parking” signs in designated areas along Johnston Street.**

**APPROVED:**  
**BOARD OF PUBLIC WORKS & SAFETY**  
**CITY OF GOSHEN, INDIANA**

---

Gina Leichty, Mayor

---

Barb Swartley, Member

---

Mary Nichols, Member

---

Orv Myers, Member

---

Michael Landis, Member

## Exhibit A – Johnston Street On-Street Parking Delineation









**ENGINEERING DEPARTMENT  
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
engineering@goshencity.com • www.goshenindiana.org

## **MEMORANDUM**

**TO:** Traffic Commission

**FROM:** Engineering Department

**RE: LEROY STREET – REQUEST FOR STOP SIGN AT 13<sup>TH</sup> STREET  
(REVISITED)**

**DATE:** July 3, 2025

---

Commissioner Adams originally received the attached request from a family member of residents on Leroy Street. The family member was concerned with children's safety with traffic coming from the industrial park, using Leroy Street to bypass the traffic light at College Avenue and 15<sup>th</sup> Street. The family member requested a stop sign at this intersection.

The request was brought to the October 17, 2024, Traffic Commission meeting. Engineering staff advised that the addition of a stop sign on the Leroy Street would have resulted in an all-way stop, according to the current MUTCD. Having reviewed vehicle and pedestrian volume warrants for stop signs, Commission members familiar with the intersection did not believe traffic would meet those requirements. The Commission voted unanimously with a recommendation to deny the request of stop signs, which would have made the intersection an all-way stop.

The Commissioners' recommendation was brought before the December 12, 2024, Board of Works meeting. Board Members cited concerns about the speeding traffic in the area related to people traveling to or from work and requested that traffic counts and an evaluation be performed by the Engineering Department.

Engineering staff completed traffic counts at the locations as shown in Exhibit A. These counts were compared with warrants for all-way stop control per 2011 IMUTCD and National MUTCD and no warrants were found to be met for all-way stop control intersection at Leroy St & 13<sup>th</sup> St. The warrant summary is shown in Exhibit B, and raw traffic data is shown in Exhibit C. While measured sight distance at the intersection is less than optimal (100 feet to 110 feet where 140 feet is recommended), most drivers yield on the leg of a "T" intersection. After speaking with the requesting family member and discovering that most traffic occurs on Leroy St and 12 St, traffic counts were also taken on 12<sup>th</sup> Street.

The request and traffic data were brought before the May 15 Traffic Commission meeting. A family member of the person making the original request was in attendance and explained that most traffic seems to travel along Leroy Street to 13<sup>th</sup> Street. Speed seemed to be the largest issue along Leroy Street, and both the IMUTCD and MUTCD state that stop signs are not meant to control speed. However, it was observed that through traffic turns without stopping at the intersection of Leroy Street & 12<sup>th</sup> Street, and that left westbound to southbound left turns may conflict with that movement. The family member confirmed that vehicle movements can be confusing at this intersection, especially when vehicles are exiting from Goshen Athletics events. Controlling left turn conflicts is a warrant for implementing an all-way stop. He confirmed that having an all-way stop at the intersection of Leroy Street & 12<sup>th</sup> Street would help overall traffic issues in their neighborhood. After discussion, Traffic Commission members voted with a unanimous approval to install an all-way stop at Leroy Street & 12<sup>th</sup> Street and leave the intersection at Leroy Street & 13<sup>th</sup> Street as uncontrolled.

**Requested Motion:** Move to approve the installation of an all-way stop at Leroy Street and 12<sup>th</sup> Street and leave the intersection of Leroy Street and 13<sup>th</sup> Street uncontrolled.

**APPROVED:**  
**BOARD OF PUBLIC WORKS & SAFETY**  
**CITY OF GOSHEN, INDIANA**

---

Gina Leichty, Mayor

---

Barb Swartley, Member

---

Mary Nichols, Member

---

Orv Myers, Member

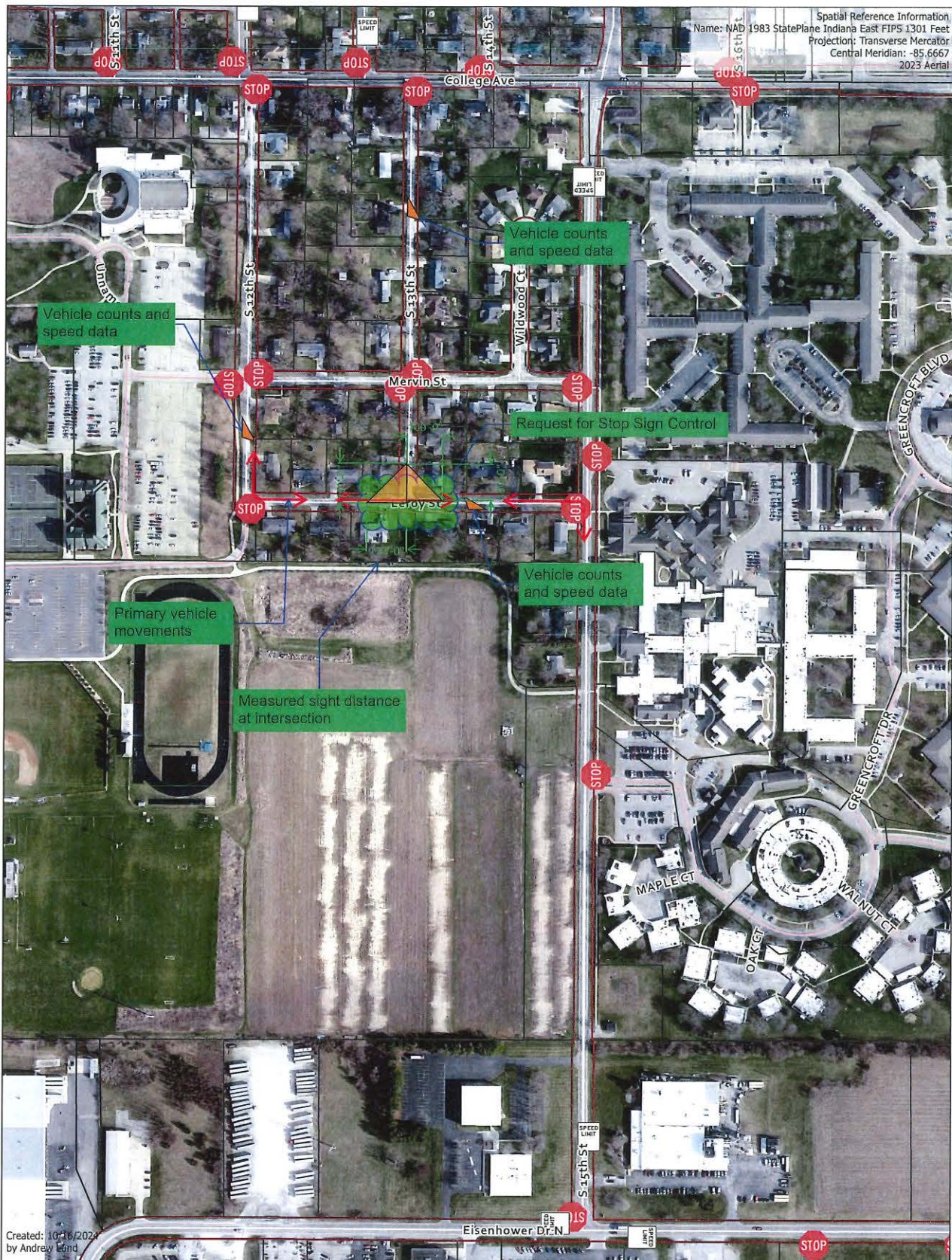
---

Michael Landis, Member



## Exhibit A – Area Map with Traffic Count Locations





Created: 10/16/2024  
by Andrew Lund

#### Legend

- ROW
- ▭ Parcels
- ▭ City Limits
- Road Segments
- Goshen Road Class
  - Public Road
  - Private Road
  - State Road/US Highway
  - State Road/US Highway
- <all other values>

#### Signs



All Other Signs All Other Signs

## City of Goshen

### Request for Stop Sign for Leroy Street at 13th Street



0 125 250  
Feet

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

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



## Exhibit B – Intersection Control Warrants of Leroy Street & 13<sup>th</sup> Street

# IMUTCD and MUTCD All-Way Stop Warrant Check at Leroy Street & 13th Street

## All-Way Stop Criteria - 2011 (MUTCD)

Criteria - Interim Measure for Traffic Control Signal (A)	Crashes Occurred	Crash Threshold	Guideline Met
Where traffic control signal is warranted, multi-way stop can be installed while arrangements are made for signal installation			NO
Criteria - Crash History (B)	Crashes Occurred	Crash Threshold	Guideline Met
Five (5) or more reported crashes in 12-month period susceptible to correction by multi-way stop (right-turn, left-turn, right-angle)	0	5	NO
Criteria - Volume (C)	Hours Met	Required Hours	Guideline Met
1. Minimum total vehicle volume entering from major street approaches - 300 vehicles / hour AND	0	8	NO
2a. Minimum total combined volume entering from minor street approaches - 200 units / hour (over same hours) AND	0	8	NO
2b. Average delay to minor-street traffic of at least 30 seconds / vehicle during peak hour			Not Measured
3. 85th percentile approach speed greater than 40 MPH? (If yes, use 70% of hourly volumes)			NO
Criteria - Combined Crash and Volume (D)	Crashes Occurred	Crash Threshold	Guideline Met
Are Criteria B, C.1, and C.2 all satisfied to 80 percent of minimum values?	0	5	NO
Criteria - Other Criteria	Hours Met	Required Hours	Guideline Met
A. Need to control left-turn conflicts			NO*
B. Need to control vehicle / pedestrian conflicts near locations that generate high pedestrian volumes			NO**
C. Locations where road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless cross traffic is also required to stop			NO
D. Intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection			NO

\*May have reasoning based on left-turn conflicts from WB traffic SB into Goshen College Athletics with "thru" traffic not yielding on curve.

\*\*May have reasoning for high pedestrian volumes near Goshen College, but there is a dedicated sidewalk / path

## All-Way Stop Warrants - MUTCD 11th Edition

Warrant - Crash History (A) (3-Leg Intersection)	Crashes Occurred	Crash Threshold	Guideline Met
Four (4) or more reported crashes in a 12-month period that were of a type susceptible to correction by the installation of all-way stop control	0	4	NO
Five (5) or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control	0	5	NO
Warrant - Sight Distance (B)			Guideline Met
Sight distance on minor-road STOP-controlled approach, after road user stops, is not adequate for road user to see conflicting traffic and navigate the intersection unless conflicting cross traffic required to stop			NO
Warrant - Interim Measure for Traffic Control Signal or Circular Intersection (C)	Crashes Occurred	Crash Threshold	Guideline Met
All-way stop can be installed while arrangements are made for installation of traffic control signal or circular intersection	0		NO
Warrant - Volume (D)	Hours Met	Required Hours	Guideline Met
1. Minimum total combined volume entering from major street approaches - 300 units / hour AND	0	8	NO
2. Minimum total combined volume entering from minor street approaches - 200 units / hour (over same hours) AND	0	8	NO
3. 85th percentile approach speed greater than 40 MPH? (If yes, may use 70% of hourly volumes)			NO
Warrant - Other Factors (E)	Hours Met	Required Hours	Guideline Met
Need to control left-turn conflicts			NO*
Intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection			NO
Where pedestrian and/or bicyclist movements support the installation of all-way stop control			NO**

\*May have reasoning based on left-turn conflicts from WB traffic SB into Goshen College Athletics with "thru" traffic not yielding on curve.

\*\*May have reasoning for high pedestrian volumes near Goshen College, but there is a dedicated sidewalk / path

## Exhibit C – Traffic Data of Leroy Street, 12<sup>th</sup> Street, & 13<sup>th</sup> Street

## Leroy Street

Lane 1 Westbound  
Lane 2 Eastbound  
Date 5/8/2025

### Percentile Speed by Hour (MPH)

Time	Lane 1			Lane 2		
	50th	85th	100th	50th	85th	100th
3:00 AM	0	0	0	27	29	29
4:00 AM	0	0	0	25	33	40
5:00 AM	0	19	19	0	17	17
6:00 AM	0	24	24	15	24	24
7:00 AM	25	26	26	23	33	33
8:00 AM	18	25	30	21	22	25
9:00 AM	0	14	14	21	27	42
10:00 AM	21	24	27	17	29	32
11:00 AM	20	24	27	23	29	40
12:00 PM	21	25	29	22	25	32
1:00 PM	22	24	30	14	23	23
2:00 PM	22	26	31	19	27	32
3:00 PM	22	26	32	25	29	30
4:00 PM	21	28	29	25	27	29
5:00 PM	23	26	30	25	28	30
6:00 PM	25	27	32	22	26	35
7:00 PM	17	29	30	22	27	31
8:00 PM	21	27	28	22	30	35
9:00 PM	0	24	27	21	28	28
10:00 PM	17	27	27	0	25	25
Highest Value:	25	29	32	27	33	42

### Volume by Hour

	Lane 1	Lane 2	Both Lanes
3:00	0	3	3
4:00	0	13	13
5:00	1	1	2
6:00	1	3	4
7:00	3	3	6
8:00	5	4	9
9:00	1	5	6
10:00	9	5	14
11:00	4	9	13
12:00 PM	9	5	14
1:00	5	2	7
2:00	5	7	12
3:00	25	7	32
4:00	9	7	16
5:00	31	8	39
6:00	20	36	56
7:00	9	21	30
8:00	7	8	15
9:00	4	2	6
10:00	3	1	4
11:00	*	*	0
Total	151	150	301
Percent	*	*	
AM Peak	10:00	4:00	
Volume	9	13	
PM Peak	5:00	6:00	
Volume	31	36	

### Percentile Speed by Hour (MPH)

Date 5/9/2025

### Volume by Hour

Time	Lane 1			Lane 2			Direction X, 5/9/2025		Both Lanes
	50th	85th	100th	50th	85th	100th	Lane 1	Lane 2	
12:00 AM	11	19	19	0	0	0	2	0	2
1:00 AM	0	0	0	0	25	25	0	1	1
2:00 AM	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	27	28	28	0	3	3
4:00 AM	0	26	26	31	35	37	1	8	9
5:00 AM	0	0	0	22	37	37	0	2	2
6:00 AM	0	23	23	26	28	30	1	4	5
7:00 AM	13	17	17	21	25	25	2	2	4
8:00 AM	20	23	28	22	33	33	5	3	8
9:00 AM	14	24	24	7	22	22	2	2	4
10:00 AM	14	24	37	18	23	23	6	3	9

11:00 AM	20	25	26	24	27	32	11:00	8	7	15
12:00 PM	23	27	31	25	29	32	12:00 PM	10	7	17
1:00 PM	22	25	27	24	28	30	1:00	9	7	16
2:00 PM	24	25	28	24	34	39	2:00	10	7	17
3:00 PM	24	30	36	17	21	22	3:00	13	5	18
4:00 PM	21	26	30	24	27	39	4:00	8	11	19
5:00 PM	21	23	25	24	30	30	5:00	5	3	8
6:00 PM	16	22	23	24	26	31	6:00	7	4	11
7:00 PM	25	25	27	14	19	26	7:00	5	5	10
8:00 PM	0	21	21	24	33	35	8:00	1	6	7
9:00 PM	22	25	28	22	34	34	9:00	4	2	6
10:00 PM	19	20	25	22	34	34	10:00	6	3	9
11:00 PM	0	0	0	0	24	24	11:00	0	1	1
Highest Value:	25	30	37	31	37	39	Total	105	96	201
							Percent	*	*	
							AM Peak	11:00	4:00	
							Volume	8	8	
							PM Peak	3:00	4:00	
							Volume	13	11	

### 13th Street

Lane 1 Northbound  
Lane 2 Southbound

#### Percentile Speed by Hour (MPH)

Date 5/12/2025

Time	Lane 1			Lane 2		
	50th	85th	100th	50th	85th	100th
4:00 AM	0	0	0	28	33	39
5:00 AM	0	0	0	0	0	0
6:00 AM	24	29	34	7	30	30
7:00 AM	26	29	31	23	26	26
8:00 AM	23	25	27	24	35	35
9:00 AM	22	27	29	17	21	24
10:00 AM	21	24	29	25	30	30
11:00 AM	10	24	24	9	21	21
12:00 PM	21	29	30	20	28	33
1:00 PM	0	27	27	20	26	26
2:00 PM	25	29	35	0	22	22
3:00 PM	24	30	35	7	19	24
4:00 PM	23	28	30	21	27	29
5:00 PM	16	24	27	22	27	32
6:00 PM	27	29	32	19	28	32
7:00 PM	0	0	0	15	34	34
8:00 PM	15	22	22	22	26	26
9:00 PM	15	22	22	18	19	21
10:00 PM	0	0	0	0	22	22
Highest Value:	27	30	35	28	35	39

#### Volume by Hour

Time	5/12/2025		Total
	Lane 1	Lane 2	
4:00	0	6	6
5:00	0	0	0
6:00	4	2	6
7:00	8	3	11
8:00	7	3	10
9:00	5	4	9
10:00	4	3	7
11:00	3	2	5
12:00 PM	6	6	12
1:00	2	2	4
2:00	6	1	7
3:00	27	4	31
4:00	10	7	17
5:00	5	10	15
6:00	8	9	17
7:00	0	2	2
8:00	2	3	5
9:00	2	4	6
10:00	0	1	1
11:00	*	*	*
Total	99	72	171
Percent	57.9%	42.1%	
AM Peak	7:00	4:00	7:00
Volume	8	6	11
PM Peak	3:00	5:00	3:00
Volume	27	10	31



# Percentile Speed by Hour (MPH)

Date 5/12/2025

Time	Lane 1			Lane 2		
	50th	85th	100th	50th	85th	100th
4:00 AM	0	0	0	31	32	38
5:00 AM	0	0	0	0	0	0
6:00 AM	8	27	27	0	32	32
7:00 AM	25	29	31	18	26	34
8:00 AM	17	23	32	22	31	31
9:00 AM	14	24	30	21	23	28
10:00 AM	17	23	23	7	13	21
11:00 AM	12	22	29	22	27	28
12:00 PM	16	22	29	20	22	24
1:00 PM	23	25	34	22	27	34
2:00 PM	24	27	34	17	30	35
3:00 PM	26	32	38	22	23	23
4:00 PM	24	27	30	7	28	30
5:00 PM	11	19	26	21	27	28
6:00 PM	20	21	30	21	22	26
7:00 PM	19	25	36	21	28	29
8:00 PM	24	29	30	17	28	30
9:00 PM	12	30	30	20	33	33
10:00 PM	26	29	29	19	25	27
Highest Value:	26	32	38	31	33	38

# Volume by Hour

Time	5/13/2025		Total
	Lane 1	Lane 2	
4:00	0	7	7
5:00	0	0	0
6:00	2	1	3
7:00	12	4	16
8:00	8	2	10
9:00	6	5	11
10:00	3	5	8
11:00	5	4	9
12:00 PM	8	6	14
1:00	9	6	15
2:00	11	9	20
3:00	16	3	19
4:00	11	9	20
5:00	4	5	9
6:00	6	4	10
7:00	4	7	11
8:00	8	9	17
9:00	2	2	4
10:00	2	4	6
11:00	*	*	*
Total	117	92	209
Percent	56.0%	44.0%	
AM Peak	7:00	4:00	7:00
Volume	12	7	16
PM Peak	3:00	2:00	2:00
Volume	16	9	20

## 12th Street

Lane 1 Northbound  
Lane 2 Southbound

# Percentile Speed by Hour (MPH)

Dates 5/14/2025 5/15/2025

Time	Lane 1			Lane 2		
	50th	85th	100th	50th	85th	100th
7:00 AM	25	32	32	28	30	39
8:00 AM	23	27	29	28	29	37
9:00 AM	14	22	30	24	29	30
10:00 AM	19	25	30	28	34	36
11:00 AM	24	27	30	32	39	45
12:00 PM	22	25	30	24	30	36
1:00 PM	19	25	30	24	34	39
2:00 PM	11	28	33	26	32	35
3:00 PM	25	29	40	28	34	37
4:00 PM	23	25	30	28	35	42

# Volume by Hour

Time	5/14/2025		Total
	Direction X, Lane 1	Direction X, Lane 2	
7:00	2	6	8
8:00	7	11	18
9:00	5	8	13
10:00	6	9	15
11:00	8	7	15
12:00 PM	12	8	20
1:00	6	9	15
2:00	5	6	11
3:00	38	9	47
4:00	11	19	30

5:00 PM	25	32	34	28	33	45
6:00 PM	23	28	42	28	31	40
7:00 PM	23	26	32	22	36	39
8:00 PM	23	23	24	27	30	38
9:00 PM	25	27	32	22	29	34
10:00 PM	19	21	27	30	35	35
11:00 PM	26	29	29	0	0	0
5/15/2025	21	25	25	28	32	32
1:00 AM	0	0	0	0	0	0
2:00 AM	0	0	0	0	0	0
3:00 AM	0	0	0	29	31	32
4:00 AM	0	27	27	34	36	40
5:00 AM	0	0	0	25	32	32
6:00 AM	25	28	29	27	32	33
7:00 AM	21	27	28	18	35	36
8:00 AM	24	29	34	28	32	35
9:00 AM	21	34	34	21	22	22
Highest Value:	26	34	42	34	39	45

5:00	15	84	99
6:00	71	57	128
7:00	59	10	69
8:00	5	6	11
9:00	7	7	14
10:00	7	2	9
11:00	3	0	3
12:00 AM	2	2	4
1:00	0	0	0
2:00	0	0	0
3:00	0	4	4
4:00	1	11	12
5:00	0	3	3
6:00	4	8	12
7:00	8	9	17
8:00	12	8	20
Total	294	303	597
Percent	50.9%	49.1%	
AM Peak	8:00	4:00, 8:00	7:00
Volume	12	11	20
PM Peak	6:00	5:00	6:00
Volume	71	84	128