



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., September 4, 2025

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

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

Call to Order by Mayor Gina Leichty

Approval of Minutes: August 28, 2025 Regular Meeting

Approval of Agenda

1) Sonia Carmona request: Approve gravel driveway at 715 Middlebury Street

2) Interra Credit Union request: Closure and use of the City's Powerhouse parking lot for the annual "Shred-It Days" event, October 17 & 18, 2025

3) Derstine Paining Plus request: Approve the closure of the sidewalk in front of GoDance Building, 113 East Lincoln Avenue, and the adjacent alley from Sept. 29 - Oct 1, 2025 for use of a hydraulic lift to replace windows

4) Legal Department request: Approve and authorize Mayor Leichty to execute the AmeriCorps at MACOG Service Site Organization Agreement with MACOG providing five (5) AmeriCorps Member Service Years for the 2025-2026 Service Year in the amount of \$60,000, half of which will be paid by grant funding

5) Legal Department request: Approve the agreement with Lexipol, LLC for the comprehensive review of City of Goshen's Policy Manual, the implementation of revisions to such, and annual maintenance

6) Engineering Department request: Approve the Kercher Road single direction full road closure in two phases from Sept. 13 through Sept. 20, 2025

7) Engineering Department request: Approve the Goshen Department of Stormwater Management working with the Greater Elkhart County Stormwater Partnership to enter into a three-year contract with Ecopia to generate a digital map of all land cover types for an amount not to exceed \$11,000 in the first year and \$9,000 in the second and third years of the contract



Privilege of the Floor

REVIEW/COMPLIANCE HEARINGS ON BUILDING COMMISSIONER ORDERS:

4:00 p.m., September 4, 2025

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

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

8) Receive/review Final Report for 214 E. Clinton Street (Alvarez Restoration, LLC, property owner). No action is required.

Approval of Civil City and Utility Claims

Adjournment



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE AUGUST 28, 2025 REGULAR MEETING**

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

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

Absent:

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the July 31 and Aug. 7 regular meetings and the August 21 claims-only 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. Board member Landis made a motion to approve the agenda as presented. Board member Swartley seconded the motion. The motion passed 5-0.

1) Presentation of City Fire Department Life Saving Awards to Michael Hamby, Hannah Estes, Jon Weishaupt, Jordan Hunter, Jerod Erb and Shane McKerchie

At the Aug. 28, 2025 Common Council meeting, City Fire Chief Anthony Powell said he bestowed City Fire Department Life Saving Awards to six firefighters. He repeated the honor at the Board meeting.

First, Chief Powell described the heroic actions of Division Chief Michael Hamby.

Chief Powell said, "On the morning of June 26, 2025, at approximately 9:10 a.m., Division Chief Michael Hamby, while off duty and at his residence ... heard a call for help in his neighborhood. Without hesitation, Chief Hamby immediately responded and discovered a man lying on the ground in full cardiac arrest.

"Assessing the situation with speed and clarity, he initiated lifesaving chest compressions and began CPR with no equipment or support crew at his side. Thanks to his prompt and decisive actions, by the time EMS arrived and the patient was transported to the hospital, a pulse had been restored – a direct result of Chief Hamby's intervention."

Chief Powell said, "This remarkable act of service was witnessed by neighbors, including Jason Gour, Division Chief of Operations for Elkhart Fire Department, who personally commended Hamby for his actions and later submitted a formal letter of praise. Chief Gour stated: 'Hamby's actions this morning saved that man's life.'

"Support for Chief Hamby's heroism was further echoed by Battalion Chief Ken Miller of Clay Fire Territory, who wrote: 'This act exemplifies the highest standards of courage, professionalism, and commitment to public service... Chief Hamby's quick thinking, training, and unwavering dedication to the safety of others are a testament to the values we uphold.'"

Chief Powell concluded that Chief Hamby "is a shining example of the courage, skill, and selflessness that define the Goshen Fire Department. His quick response saved a life and strengthened the bond between our department and the community we are sworn to protect."

The audience responded with applause for Chief Hamby.

Next, Chief Powell described life-saving actions of firefighters Jonathan Weishaupt, Shane McKerchie, Jordan Hunter, and Jerod Erb and Hannah Estes (who was unable to be present due to a scheduling conflict). The Chief said their "decisive efforts directly contributed to saving a life in our community."



Describing the incident, **Chief Powell** said, "On the evening of Feb. 1, 2023, Goshen Medic 921 and Rescue 961 were dispatched to a residence in Goshen for a report of a patient in cardiac arrest. The patient, a 67-year-old male, had collapsed suddenly in his home. His wife and family were present and had already initiated CPR with the assistance of a GPD officer when our crews arrived.

"Upon entering the scene, the Goshen Fire Department crew took over care and immediately began a highly coordinated resuscitation effort. The patient had no carotid pulse and showed signs of agonal respirations. What followed was an exceptional display of teamwork and professionalism:

- "Manual and mechanical CPR were administered promptly.
- "Multiple defibrillations were performed to address ventricular fibrillation.
- "Advanced airway management was initiated, including successful intubation under difficult conditions.
- "Medications including Fentanyl, Lidocaine, and Etomidate were administered to support resuscitation and patient comfort.
- "A 12-lead ECG, spinal motion restriction, and oxygen therapy were also conducted with precision and care."

Chief Powell continued, "After five minutes of intense effort, the crew successfully achieved Return of Spontaneous Circulation. The patient's condition stabilized enough for safe transport, and he arrived at Goshen Hospital with improved vital signs and intact neurological status.

"These actions not only exemplify technical excellence and calm under pressure, but more importantly, they reflect the compassion, courage, and commitment our paramedics and EMTs bring to work every single day. Because of their swift and heroic response, a life was saved and a family was given another day with their loved one."

After the Chief's presentation, the audience again responded with applause.

2) Presentation: Lifetime Achievement Award to Scott McDowell, Indiana Association of Arson Investigators
City Fire Chief Anthony Powell said **Battalion Chief Scott E. McDowell**, IAAI-CFI, CFEI, CVFI, FIT, has dedicated more than three decades to the Goshen Fire Department since joining in 1993, serving as a paramedic, investigator, and leader in fire operations.

Widely recognized as one of Indiana's foremost fire investigation experts, **Chief Powell** said McDowell has conducted and supervised hundreds of fire and explosion investigations involving multimillion-dollar losses, fatalities, and high-profile criminal cases. Among these was a landmark arson investigation involving the deliberate torching of a brand-new double-wide trailer off U.S. 33 at Paul's Mobile Home Park, which exposed a volunteer firefighter responsible for numerous other fires across the county in a dangerous "hero complex" scheme.

Chief Powell said McDowell's "tenacity secured justice, full restitution, and the prevention of further community harm."

The **Chief** said McDowell's credentials include multiple national certifications, leadership as Director of the Certified Fire Investigator Program for the Indiana Chapter of the International Association of Arson Investigators, and extensive training and teaching in arson detection, evidence collection, and forensic fire analysis. Honored previously as Indiana's Fire Investigator of the Year, McDowell's service has also extended to law enforcement, tactical medical response, and emergency air medical care.

Chief Powell said due to McDowell's dedication, investigative excellence, and commitment to public safety, he was awarded the prestigious Lifetime Achievement Award at the Indiana Chapter of the International Association of Arson Investigators Conference.

The audience responded with applause.



3) Fire Department request: Ratify the conditional offer of employment for Matthew Yutzy as a probationary firefighter with the Goshen Fire Department, retroactive to Aug. 21 and approve his hiring as a probationary firefighter, effective Aug. 25, 2025

City Fire Chief Anthony Powell asked the Board to ratify the conditional offer of employment for **Matthew Yutzy** as a probationary firefighter with the Goshen Fire Department, retroactive to Aug. 21.

Chief Powell said Yutzy has successfully completed all required testing and met the necessary standards for employment under the Indiana Public Retirement System (INPRS). He also has fulfilled all internal requirements and qualifications mandated by the Goshen Fire Department.

Chief Powell requested that this ratification be made retroactive to Aug. 21, 2025, which reflects the effective date of his conditional offer. He said the Board's approval will allow the department to proceed with finalizing the onboarding process and ensure appropriate benefits and administrative tracking as of the stated date.

Landis/Swartley made a motion to ratify the conditional offer of employment for Matthew Yutzy as a probationary firefighter with the Goshen Fire Department, retroactive to Aug. 21. The motion passed 5-0.

Chief Powell also said Yutzy has completed all required testing and met the standards set forth by the Indiana Public Retirement System (INPRS), as well as all internal standards of the Goshen Fire Department. His successful completion of both state and department-level requirements makes him fully qualified for probationary status.

Chief Powell added that this appointment marks the beginning of his probationary period, during which Yutzy will continue to receive training and performance evaluations in accordance with department policy and civil service regulations.

Landis/Swartley made a motion to approve the hiring of Matthew Yutzy as a probationary firefighter for the Goshen Fire Department, effective Aug. 25, 2025. The motion passed 5-0.

After the Board's approval, Mayor Leichty swore Matthew Yutzy into office as a probationary firefighter.

4) Police Department request: Approve the promotion of Lieutenant Mark D. Clere from the position of Patrol Lieutenant to the rank of Detective, retroactive to Aug. 8, 2025

City Police Chief José Miller asked the Board to approve the promotion of **Lieutenant Mark D. Clere** from the position of Patrol Lieutenant to the rank of Detective, retroactive to Aug. 8, 2025.

Chief Miller said Lt. Clere has served with the Goshen Police Department for more than 13 years. Throughout his tenure, Chief Miller said Lt. Clere "has consistently demonstrated exceptional dedication, professionalism, and commitment to both this department and the Goshen community."

Chief Miller said Lt. Clere's experience in law enforcement and investigations will be extremely beneficial in his new role as Detective, strengthening the department's investigative capabilities and enhancing the department's service to the community. For these reasons, he recommend Lt. Clere's promotion to Detective.

Landis/Swartley made a motion to approve the promotion of Lieutenant Mark D. Clere from the position of Patrol Lieutenant to the rank of Detective, retroactive to Aug. 8, 2025. The motion passed 5-0.

5) Police Department request: Approve resignation of Officer Manuel Torres, retroactive to Aug. 25, 2025

City Police Chief José Miller asked the Board to approve the resignation of Officer Manuel Torres #240 retroactive to Aug. 25, 2025. Officer Torres' last day was August 24.

Chief Miller said Officer Torres accepted a position at his previous employer in the private sector. The Chief thanked Officer Torres for his service to the Goshen community and wished him the best in his path moving forward.



In his letter of resignation, **Torres** expressed appreciation for the opportunity to serve as a patrolman . He added, "Over the past several months, I have acquired invaluable knowledge and skills. This role transcends the conventional definition of employment; it truly embodies a calling. I hold immense respect for the dedicated officers who uphold the law and have paved the way for future generations of law enforcement professionals."

Landis/Swartley made a motion to approve the resignation of Officer Manuel Torres #240 retroactive to Aug. 25, 2025. Officer Torres' last day was August 24 The motion passed 5-0.

6) Arts on the Millrace request: Approval to use two parking spaces and receive City services for the annual event, Sept. 5 & 6, 2025

Adrienne Nesbitt, director of the Arts on the Millrace festival, asked the Board to designate the two parking spaces closest to the north side of Powerhouse Park as closed to public parking on Sept. 5 and Sept. 6 for the festival. She said these parking spots would be used to load-in and load-out for set up and then for bands throughout the festival.

Nesbitt also requested the use of the tall orange cones and fencing (as much as is available), blue trash cans (12), and a trailer from Goshen Street Department for the same time frame. She said she had requested those items from the City Street Department.

At the Mayor's request, **Nesbitt** described the Arts on the Millrace Festival as an annual fine arts festival, with bands and food trucks, that allows regional artists to show and sell their products.

Landis/Swartley made a motion to approve the use two parking spots on the north side of the powerhouse on Sept. 5 and Sept. 6 for the Arts on the Millrace Festival. The motion passed 5-0.

7) St. John the Evangelist Catholic Church request: To safely allow parishioners to enjoy the festival, approve the partial closure of Third Street, from noon until 10 p.m. on Saturday, Sept. 6 during the annual parish festival

Jonathan Evangelista, Pastoral Associate for St. John the Evangelista Catholic Church, asked the Board to approve a street closure for the church's annual parish festival in its parking lot on Saturday Sept. 6, 2025.

Evangelista asked the Board's permission to block part of 3rd Street from noon until 10 p.m. He said he requested barricades from the Street Department.

Mayor Leichty and other Board members discussed the closure of 3rd Street vs. closing Monroe Street and the resulting impact on traffic, especially since the church's festival will take place during Arts on the Millrace. The Mayor said she preferred that 3rd Street remain open. **Evangelista** discussed the closure options with the Board and said an alternative would be partially closing Monroe Street.

Mayor Leichty/Board member Landis then made a motion to close Monroe Street, from 3rd Street east to the alleyway, from noon to 10 p.m. on Saturday, Sept. 6 for the St. John Parish Festival.

8) Goshen High School Band Boosters request: Street closures, barricades and parking for the Goshen High School Marching Band Invitational, Sept. 6, 2025

Jason Kauffman, a representative of the Goshen High School Band Boosters, asked the Board to approve the closure of several public streets for the upcoming Goshen Marching Band Invitational, which will be held at Goshen High School on Saturday, Sept. 6, 2025.

He said boosters were making the request for the safety of the students and volunteers attending the event. Since the high school utilizes the entire campus for this event, students' movement across these streets is necessary.



Kauffman said 24 marching bands from around the region will begin performing in the mid-afternoon. Preparations for the Invitational and the arrival of each participating school will begin in the morning, so the Boosters requested street closures no later than 10 a.m. and the event will conclude shortly after 9:30 pm, with all participants leaving no later than 11 p.m. and clean-up completed no later than midnight.

The streets the Boosters requested for closure were as follows: East Purl Street from 9th Street east to the school campus and 10th Street from the intersection of 10th and Madison Street south to East Reynolds Street.

Landis/Swartley made a motion to approve the requested street closures from 10 a.m. until 11 p.m. on Sept. 6, 2025. The motion passed 5-0.

9) Artisan Builders request for 601 N. 5th Street: Approve a developmental width variance to install an asphalt parking area for three vehicles

Marlin Schwartz, representing Artisan Investment Group, requested a developmental variance to install an asphalt parking area for three vehicles at its property located at 601 North Fifth Street. He said the parking would be moved to the alley, providing necessary space for vehicles and maintaining the surrounding area's character.

City Assistant Planning & Zoning Administrator Rossa Deegan said the setbacks along Garden Street were approved Tuesday by the Board of Zoning Appeals for this parking area. He said what was prompting this request is that the applicant is remodeling the property to a degree to that the property needs to come into compliance with the zoning ordinance requirements for onsite parking.

Deegan said Artisan received approval to have three parking spaces instead of three for a non-conforming three-unit property. He said what this will do is take what has been some scant gravel coming off of Garden Street, and allow the property to be accessed from the alleyway with asphalt-paved parking.

City Director of Public Works & Utilities Dustin Sailor said the variance is for the proposed width of the driveway. He said a standard width driveway is 24 feet, and Artisan was asking for a larger width. Sailor said the Engineering Department supports the request for drainage and safety reasons.

Landis/Swartley made a motion to approve a 30-foot driveway approach off of the alley and behind 601 North 5th Street. The motion passed 5-0.

10) Koehn Construction request: Approve the blocking of parking spaces and the sidewalk at North Main and East Clinton Streets for four or five days during the initial two weeks of October for a window-painting project at the Spohn Building, 109 East Clinton Street

Vaughn Koehn of Koehn Construction, LLC, said his company needs to paint the second and third floors windows on the Spohn Building, 109 East Clinton Street, at the corner of North Main and East Clinton Street.

Koehn said this project will require parking spaces and sidewalk use, and his company will be using a lift. He asked that the sidewalk and parking spaces be closed in front of this building for the work. He requested doing the work for four or five days during the initial two weeks in October. He would supply the barricades

Mayor Leichty asked about Koehn leaving the Main Street sidewalk open for the Oct. 3 First Friday activities. **Koehn** said he would avoid closing the sidewalk on that date. He requested work on four or five days, Sept. 29 to Oct. 10.

Board member Landis requested that Koehn minimize the extent of the sidewalk closure.

Landis/Swartley approved the closure of the sidewalks and parking spaces on East Clinton Street and Main Street for work on the Spohn Building, 109 East Clinton Street, for four or five days from Sept. 29 through Oct. 10, with the request that the sidewalks and parking spaces only be closed for the work when necessary.



11) Legal Department request: Accept the easement for Goshen City utility purposes at 64091 CR 31 from Daniel J. Yoder and Susan D. Yoder, and authorize the Mayor to execute the acceptance

Assistant City Attorney Don Shuler recommended that the Board accept the proposed easement from Daniel J. Yoder and Susan D. Yoder and authorize the Mayor to execute the acceptance. This easement is for Goshen City utility purposes at 64091 CR 31, Goshen, Indiana.

Landis/Swartley made a motion to accept the easement for Goshen City utility purposes at 64091 CR 31 from Daniel J. Yoder and Susan D. Yoder, and authorize the Mayor to execute the acceptance. The motion passed 5-0.

12) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP for City Utilities' Annual Accounting and Reporting Support, Gateway Annual Report, and Debt Management at an annual cost not to exceed \$18,300 with both parties understanding each has the right to terminate at any time after reasonable advance written notice

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with Baker Tilly Advisory Group, LP for City Utilities' Annual Accounting and Reporting Support, Gateway Annual Report, and Debt Management. Baker Tilly Advisory Group, LP's total annual compensation under this agreement will not exceed \$18,300 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice.

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP for City Utilities' Annual Accounting and Reporting Support, Gateway Annual Report, and Debt Management at an annual cost not to exceed \$18,300 with both parties understanding each has the right to terminate at any time after reasonable advance written notice. The motion passed 5-0.

13) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP Scope Appendix to their Engagement Letter dated April 11, 2025 as referenced herein with compensation for tasks A-C a lump sum of \$77,000 and compensation for tasks D-E not to exceed \$20,000 with both parties understanding each has the right to terminate at any time after reasonable advance written notice

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the attached Scope Appendix to their Engagement Letter dated April 11, 2025. Stegelmann said this Scope Appendix includes the following tasks:

- A. General municipal advisory services
- B. Securities issuance
- C. Assist with coordination of the financial portions of the 2026 State Revolving Fund application
- D. A rate study regarding annual revenue requirements
- E. Attendance of all necessary meetings and provide required reports.

Stegelmann said Baker Tilly Advisory Group, LP's total annual compensation under this agreement for tasks A-C will be lump sum of \$77,000. Baker Tilly Advisory Group, LP's total annual compensation under this agreement for tasks D-E will not exceed \$20,000. Both parties understanding each has the right to terminate at any time after reasonable advance written notice.



Landis/Swartley to approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP Scope Appendix to their Engagement Letter dated April 11, 2025 as referenced herein with compensation for tasks A-C a lump sum of \$77,000 and compensation for tasks D-E not to exceed \$20,000 with both parties understanding each has the right to terminate at any time after reasonable advance written notice. The motion passed 5-0.

14) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP Scope Appendix to Baker Tilly Advisory Group, LP's Engagement Letter dated April 11, 2025 for general municipal advisory services, securities issuance and 2025 state revolving fund applications for forgivable bond anticipation notes at an annual cost not to exceed \$40,000 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the attached Scope Appendix to Baker Tilly Advisory Group, LP's Engagement Letter dated April 11, 2025.

Stegelmann said the Scope Appendix includes general municipal advisory services, securities issuance and 2025 state revolving fund applications for forgivable bond anticipation notes. Baker Tilly Advisory Group, LP's total annual compensation under this agreement will not exceed \$40,000 with both Parties understanding each has the right to terminate at any time after reasonable advance written notice.

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP Scope Appendix to Baker Tilly Advisory Group, LP's Engagement Letter dated April 11, 2025 for general municipal advisory services, securities issuance and 2025 state revolving fund applications for forgivable bond anticipation notes at an annual cost not to exceed \$40,000 with both parties understanding each has the right to terminate at any time after reasonable advance written notice. The motion passed 5-0.

15) Legal Department request: Adopt Resolution 2025-17 - Contract with the Indiana Department of Transportation for Street Sweeping Services

City Attorney Bodie Stegelmann said the Indiana Department of Transportation wants to contract with the City of Goshen for the Street Department to sweep 20.6 curb miles of state highways within the City limits a minimum of two times each year. The term is for 48 months commencing July 1, 2025 through June 30, 2029.

Stegelmann said the State will pay the City \$360 per curb mile (based on sweeping twice per year) for a total of \$7,416 each year for this service. Passage of Resolution 2025-17 would approve the terms and conditions of the contract and authorize the Mayor to execute the contract on behalf of the City.

Landis/Swartley made a motion to adopt Resolution 2025-17, Contract with the Indiana Department of Transportation for Street Sweeping Services. The motion passed 5-0.

16) Legal Department request: Adopt Resolution 2025-24 - Declaring Surplus and Authorizing the Disposal of Park Department Equipment

City Attorney Bodie Stegelmann told the Board the Park Department wants to dispose of skate park equipment damaged after a 2008 flood that cannot be repaired and therefore is no longer needed or unfit for the purpose for which it was intended. The personal property is worthless or of no market value.

Stegelmann said Resolution 2025-24 is to declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking property worthless or of no market value.



If the resolution was approved, the following skate park equipment would be declared as surplus property, hereinafter collectively referred to as "Surplus Property":

Rhino Skate Park System, including:

- 1) 5' Quarterpipe
- 1) 6' Quarterpipe
- 1) 16" Funbox Flat 16"
- 1) Large Street Pipe
- 1) Large Handrail
- 1) 3' stairs
- 1) Large Handrailbox
- 1) Large Pyramid
- 1) 5' Flat Bank
- 1) 4' Quarterpipe
- 1) 5' Halfpipe
- 1) Standard Grindrail
- 1) Kinked Grindrail

Aguirre asked if all of this property has been in storage all this time.

City Superintendent of Parks & Recreation Tanya Heyde said this is the current skate park equipment, including ramps, that are located at Rogers Park. They were repaired after the flooding event, but can no longer be repaired because of their current condition. She said the City hopes to someday relocate the skate park.

Landis/Swartley made a motion to pass Resolution 2025-24, Declaring Surplus and Authorizing the Disposal of Park Department Equipment. The motion passed 5-0.

17) Legal Department request: Adopt Resolution 2025-15, Approving New and Revised City of Goshen Police Department Policies and Repealing Certain Policies

City Attorney Bodie Stegelmann said the Board previously approved City of Goshen Police Department Policies developed in coordination with Lexipol, LLC. The Police Department and Lexipol LLC staff have now identified certain additional new policies and revisions to existing policies deemed appropriate due to legislative or other changed circumstances.

Stegelmann said attached to Resolution 2025-15 were new policies and redlined existing policies to show the revisions suggested. If the Board approves Resolution 2025-15, the redlines will be removed and the policies will be inserted into the Policy Manual in final form.

If Resolution 2025-15 was approved, the following new and revised City of Goshen Police Department Policies, red-line versions of which are attached hereto and made a part hereof, were hereby approved, effective Sept. 2, 2025:

- NEW 104 – Code of Ethics
- NEW 208 – Law Enforcement Training Board Uniform Statewide Policy on Defensive Tactics Training Program
- 302 – Handcuffing and Restraints
- 320 – Information Technology Use
- 321 – Department Use of Social Media
- NEW 336 – Law Enforcement Training Board Uniform Statewide Policy on Deadly Force
- NEW 338 – ADA Compliance
- 410 – Emergency Detentions



- 423 – Mobile Data Terminal Use
- 426 – Homeless Persons
- 427 – Medical Aid and Response
- 703 – Vehicle Use
- 803 – Protected Information
- NEW 805 – CJIS Access, Maintenance, and Security
- 900 – Temporary Custody of Adults
- 901 – Temporary Custody of Juveniles
- 902 – Custodial Searches
- NEW 903 – Transporting Persons in Custody
- 1002 – Special Assignments and Promotions

Further, upon the approval of the above-described City of Goshen Police Department Policies, the Law Enforcement Code of Ethics currently located after the Chief's Preface would be removed from the City of Goshen Police Department Policies (from Policy Manual with copyright by Lexipol, LLC of 2025/02/28), effective Sept. 2, 2025.

Finally, upon the approval of the above-described City of Goshen Police Department Policies, the following current City of Goshen Police Department Policies (from Policy Manual with copyright by Lexipol, LLC of 2025/02/28) would be hereby repealed, effective Sept. 2, 2025:

- 302 – Handcuffing and Restraints
- 320 – Information Technology Use
- 321 – Department Use of Social Media
- 330 – Communications with Persons with Disabilities
- 410 – Emergency Detentions
- 423 – Mobile Data Terminal Use
- 426 – Homeless Persons
- 427 – Medical Aid and Response
- 703 – Vehicle Use
- 803 – Protected Information
- 900 – Temporary Custody of Adults
- 901 – Temporary Custody of Juveniles
- 902 – Custodial Searches
- 1002 – Special Assignments and Promotions

Landis/Swartley made a motion to approve Resolution 2025-15, Approving New and Revised City of Goshen Police Department Policies and Repealing Certain Policies, effective Sept. 2, 2025. The motion passed 5-0.

NOTE: At this point, **Mayor Leichty** asked **City Attorney Stegelmann** if it would be appropriate to ask if anyone in the audience wanted to speak on any of the remaining agenda items, numbers 18 to 28. She said that given the length of the agenda, if nobody in the audience wanted to speak on any of those items, she wanted to proceed without asking for audience input on every single item. **City Attorney Stegelmann** responded, "I think that would be fine."

Mayor Leichty then asked, "Is there anybody in the audience who is here today to ask questions about any of the remaining items on our agenda?" No one responded.



Mayor Leichty then said, "All right. Then we will proceed with just, board motions and then votes. Unless the spirit moves you, please raise your hand. We will be happy to invite you to come and speak, but otherwise, we'll proceed with these, remaining items."

18) Legal Department request: Approve and authorize Mayor Leichty to execute the attached Agreement with Dixon Engineering, Inc. for professional services related to the Clinton Elevated Water Tank as described in Contractor's January 24, 2025 proposal attached to Agreement as Exhibit A and referenced herein with total compensation to Dixon Engineering, Inc. for said services not to exceed \$35,900, unless the City approves of any additional costs prior to said costs being incurred by Dixon

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the provided agreement with Dixon Engineering, Inc. for professional services including but not limited to the inspection and preparation of contract for bid proposal related to the Clinton Elevated Water Tank, which services are more particularly described in Contractor's Jan. 24, 2025 proposal attached to agreement as Exhibit A.

Stegelmann said the total compensation to Dixon Engineering, Inc. for these services is not to exceed \$35,900.

However, the parties agree that if for any reason it appears the cost will exceed this amount, Dixon will discuss the cost(s) with City and City shall approve prior to any further costs being incurred by Dixon.

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the attached Agreement with Dixon Engineering, Inc. for professional services related to the Clinton Elevated Water Tank as described in Contractor's Jan.24, 2025 proposal attached to the agreement as Exhibit A and referenced herein with total compensation to Dixon Engineering, Inc. for said services not to exceed \$35,900, unless the City approves of additional costs prior to said costs being incurred by Dixon. The motion passed 5-0.

19) Legal Department request: approve Resolution 2025-23 and authorize City Attorney Bodie J. Stegelmann to execute and submit the City's ballot accepting the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its affiliated debtors

City Attorney Bodie Stegelmann said that provided for the Board's consideration and approval was Resolution 2025-23 to Approve the Submission of the Ballot for Voting to Accept the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors.

Stegelmann said the Official Committee of Unsecured Creditors urges every creditor to vote in favor of the Thirteenth Amended Joint Chapter 11 Plan of Reorganization, and City staff requests the Board adopt Resolution 2025-23 to approve such plan and authorize City Attorney, Bodie J. Stegelmann to execute and submit the City's ballot accepting such plan.

Stegelmann said this matter is related to one of the national opioid settlements. Stegelmann said he was named as a creditor and submitted a claim in 2020 and the case has been litigation ever since. If the case is settled, the City will receive some of the opioid funds to provide public services.

Landis/Swartley made a motion to approve Resolution 2025-23 and authorize City Attorney Bodie J. Stegelmann to execute and submit the City's ballot accepting the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its affiliated debtors. The motion passed 5-0.

20) Legal Department request: Approve the AquaResource Software as a Service Agreement and ratify Marv Shepherd's execution of said agreement



City Attorney Bodie Stegelmann said that in 2022, the Board approved a three-year agreement with AquaResource for software to track backflow devices for the Water and Sewer Department.

Stegelmann said provided for the Board's consideration and approval was an AquaResource Software as a Service Agreement to extend the current agreement for one additional year at a cost of \$7,380.

Due to the timing of the expiration the current agreement, **Stegelmann** said **Superintendent of the City Water Treatment and Sewer Department Marv Shepherd** needed to sign the renewal agreement and now seeks ratification of his signature.

Landis/Swartley made a motion to approve the AquaResource Software as a Service Agreement and ratify **Marv Shepherd's** execution of said agreement. The motion passed 5-0.

21) Water & Sewer Office request: Approve moving \$10,034.52 in uncollected finaled accounts from active to collection, sewer liens and write offs for the period through May 28, 2025

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 May 28, 2025 was \$12,993.35. Collection letters were sent out and payments of \$2,958.83 were collected.

The uncollected amount was \$10,034.52. 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, \$8,830.55 came from water accounts and \$1,203.97 came from sewer accounts.

Board member Landis said the amount paid after collection letters were send seem typical, but the amount unpaid was not typical. He asked why this was the case.

Saenz said the total uncollected amount was much higher than normal. She said a community connected to the water and sewer system illegally – a total of five connections. Each illegal connection is assessed at \$500 according to the City's ordinance. So, she said the City attempted to collect \$2,500 in April, June and July, but no payments have been made and these accounts were being sent to collection.

Board member Landis asked if the Utilities Department communicates with those people or if they disappear.

Saenz said she has communicated with them, but they have refused to pay. She said the water may be turned off.

Landis/Swartley made a motion to move the Goshen Water and Sewer Office's \$10,034.52 in uncollected finaled accounts for this period from active to Collection, Sewer Liens and Write offs. Motion passed 5-0.

22) Engineering Department request: Approve Change Order No. 2 for box gutter reconstruction, 8 additional downspouts, and the removal of 114 feet of cornice reconstruction at a cost of \$21,551.40

City Director of Public Works & Utilities Dustin Sailor told the Board that as E. Lee Construction deconstructs the roof components, areas of deterioration have been exposed and have prompted change orders – increased costs.

Sailor said the wood making up the box gutters around the exterior of the roof was found to be in very poor condition, and E. Lee Construction has been rebuilding the box gutters as needed to support the new copper gutters.

Additionally, to properly drain the gutters it was determined that eight additional downspouts are needed. Finally, the cornice work that was identified was determined to be too complicated with the way the existing material is attached; therefore, the scope of work associated with cornice has been reduced.

Sailor said the City's architect, Kil Architecture, reviewed the change order items and recommended their approval. With projects additions and subtractions taken into account, the total cost of the items included in Change Order No. 2 is \$21,551.40. The total cost increase to the project for this and previous change orders is \$35,441.40, which represents 2.61% increase to the project.



Landis/Swartley made a motion to approve Change Order No. 2 for box gutter reconstruction, eight additional downspouts, and the removal of 114 feet of cornice reconstruction at a cost of \$21,551.40. The motion passed 5-0.

23) Stormwater Management Department request: Accept the post-construction stormwater management plan for the Elkhart County Consolidated Courts projects

City Director of Public Works & Utilities Dustin Sailor told the Board that the developer of the Elkhart County Consolidated Courts project, affecting one or more acres of land and located at 1905 Reliance Road, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management." Sailor said the Stormwater Management Department was requesting the Board's acceptance of the post-construction stormwater management plan.

Sailor indicated this post-construction stormwater management plan was prepared and accepted by the Stormwater Management Department prior to the passage of Ordinance 5227 where the control of the City of Goshen's stormwater facilities was transferred from the Board of Directors of the Department of Stormwater Management (Stormwater Board) to the Board of Public Works and Safety. So, the signatory pages are still in the previous format.

Landis/Swartley made a motion to accept the post-construction stormwater management plan for the Elkhart County Consolidated Courts projects as it has been found to meet the requirements of City Ordinance 5228. The motion passed 5-0.

24) Stormwater Management Department request: Accept the post-construction stormwater management plan for the Goshen College Tennis Courts project

City Director of Public Works & Utilities Dustin Sailor told the Board that the developer of the Goshen College Tennis Courts project, affecting one or more acres of land and located at 1700 South Main Street, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management." Sailor said the Stormwater Management Department was requesting the Board's acceptance of the post-construction stormwater management plan.

Sailor said this post-construction stormwater management plan was prepared and accepted by the Stormwater Management Department prior to the passage of Ordinance 5227 where the control of the City of Goshen's stormwater facilities was transferred from the Board of Directors of the Department of Stormwater Management (Stormwater Board) to the Board of Public Works and Safety. So, the signatory pages are still in the previous format.

Landis/Swartley made a motion to accept the post-construction stormwater management plan for the Goshen College Tennis Courts project as it has been found to meet the requirements of City Ordinance 5228. The motion passed 5-0.

25) Engineering Department request: Approve the closure of Jefferson Street, from Fifth Street to the first alley east of Fifth Street, through Dec. 1, 2025

City Director of Public Works & Utilities Dustin Sailor said that on June 12, 2025, the original request for the closure of Jefferson Street was brought to the Board. Construction continues on the Annex Roof Replacement project, and so for the safety of the contractor and the public, Goshen Engineering was seeking permission to extend the closure of Jefferson Street, from Fifth Street to the first alley east of Fifth Street, through Dec. 1, 2025.

Landis/Swartley made a motion to approve the closure of Jefferson Street, from Fifth Street to the first alley east of Fifth Street, through Dec. 1, 2025. The motion passed 5-0.



26) Engineering Department notification: Norfolk Southern track closures

City Engineering Project Manager Andrew Lund told the Board that the City Engineering Department received notice that Norfolk Southern is planning to close railroad crossings over the next two weeks to install new rails. Each crossing is expected to be closed to traffic over one to four days.

Lund said Engineering staff have been in communication with the railroad's safety contractor and Norfolk Southern to emphasize the need to avoid more than two crossing closures at any one time. A more detailed schedule is expected by early next week and further details will be provided at the Board of Works meeting, if known.

Work will progress northwest (Elkhart) to southeast (Goshen) on the following crossings:

- Main St (Elkhart)
- Lusher Ave (Elkhart)
- Hively Ave (Elkhart)
- Sunnyside Ave (Elkhart)
- CR 13 / Lewis St.
- CR 15 / Ferndale Rd (Goshen)
- Peddlers Village Rd (Goshen)
- Green Rd (Goshen)

Lund said Norfolk Southern plans to begin the work after Labor Day with the Goshen crossing closed after Sept. 4.

27) Clerk-Treasurer's Office request: Approve and execute the agreement with former Deputy Clerk-Treasurer Jeffery L. Weaver for the provision of consulting services.

Clerk-Treasurer Richard R. Aguirre asked the Board to approve and execute an agreement with **outgoing Deputy Clerk-Treasurer Jeffery L. Weaver** to consult with Clerk-Treasurer Aguirre and Mayor Leichty relative to the ongoing work of the Clerk-Treasurer's Office, the City's 2026 budget as well as any other critical matters of which the outgoing Deputy Clerk-Treasurer has personal knowledge.

Aguirre said Weaver will be paid the rate of \$60 per hour for services rendered to the City. He said it was understood by the parties that Weaver customarily will work four hours per week, including to assist with Accounts Receivable, Accounts Payable and Payroll. He has agreed to work additional hours, between Dec. 22-31, 2025, to assist with Payroll and other year-end items.

Aguirre added that if acceptable to both parties, Weaver also may be available to work additional hours.

Landis/Swartley made a motion to approve and execute the agreement Jeffrey L. Weaver for the provision of consulting services. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 5:13 p.m. There were no comments.

At 5:13 p.m., Mayor Leichty opened a public hearing on a proposed agreement for five unsafe buildings.



Unsafe Building Hearing Authority – Proposed Agreement

4:00 p.m., August 28, 2025

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

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

28) Building & Legal Departments request: Approve proposed agreement with Artisan Investment Group, LLC, for 105 Prospect Avenue and 423 / 511 / 513 / 601 North 5th Street

At 5:13 p.m., Mayor Leichty opened a hearing on a proposed agreement for previously unsafe buildings at 105 Prospect Avenue and 423, 511, 513 and 601 North 5th Street (Artisan Investment Group, property owner).

BACKGROUND:

In an Aug. 28, 2025 memorandum to the Board, Assistant City Attorney Don Shuler wrote that the Board previously held unsafe building hearings for 105 Prospect Avenue and 423, 511, 513 and 601 North 5th Street (Artisan Investment Group, property owner).

Shuler wrote that the Board authorized legal action for receivership for the North 5th Street properties, with that action being filed in March 2025; that action is still currently pending.

Shuler wrote that the Board affirmed a demolition order for 105 Prospect Avenue on June 5, 2025; the then property owner, Ronald E. Davidhizar, appealed that Order to court. Subsequent to those actions, each of these properties were sold and transferred to Artisan Investment Group, LLC ("Artisan"), via Warranty Deed on July 22, 2025.

Due to that recent change in ownership, Shuler wrote that City staff and Artisan have engaged in establishing a cooperating framework for remediation at each of the properties, which have resulted in the proposed agreement.

The Agreement, among other items, contains the following terms:

- 1. Artisan's acknowledgment of the unsafe conditions and existing orders;**
- 2. Artisan will be substituted as the party of record in the receivership case;**
- 3. Artisan consents to dismissal of the pending appeal of the demolition Order for 105 Prospect Avenue;**
- 4. Artisan will complete all necessary repairs to each of the properties to bring them to a habitable state per the following schedule:**

a. 423 / 511 / 513 N. 5th Street – Dec. 31, 2025

b. 601 N. 5th Street – April 30, 2026

c. 105 Prospect Ave – April 1, 2026

5. The City will pause enforcement action; should Artisan default on the terms of the Agreement, City will proceed with existing enforcement, including receivership for the 5th Street properties, without objection from Artisan.

Shuler recommended that the Board approve the agreement with Artisan Investment Group, LLC, and authorize the Mayor to execute the agreement.

DISCUSSION AND DECISION ON AUG. 28, 2025 FOR FIVE PREVIOUSLY UNSAFE PROPERTIES:

Shuler said he was presenting a proposed agreement for five properties that have been before the Board in the past – 105 Prospect Avenue, for which the board issued a demolition order at the beginning of June, and several properties along South 5th Street – 601 North 5th Street, which the Board last heard in February 2024 and 423, 511 and 513 North 5th Street, which had all been in front of the Board in December 2024, and then again in March 2025.

Shuler said the Board had authorized the Legal Department to seek a receivership for the North 5th Street properties, and that action is pending. For 105 Prospect Avenue, after the demolition order, the then-property owner filed a court appeal that was pending. As those matters were pending, and the City was pursuing its remedies in those cases, Shuler said an agreement was reached where the property owner of each of those properties – Ron Davidhizar – sold those and other properties to the Artisan Investment Group, LLC.



Shuler said the sale was effectuated via a warranty deed on July 22, 2025, and then recorded the first week of August 2025. So, as a result of that change in ownership and some discussions with Artisan and the City Building Department, Shuler said City staff was proposing an agreement that acknowledged the condition of the buildings as being unsafe and the pending actions that the City has, both with the demolition order for the Prospect Avenue property and the pending receivership for the North 5th Street properties. He said the City would also agree to pause the enforcement of those proceedings to allow Artisan the opportunity to make repairs pursuant to this agreement that 423, 511, and 513 North 5th Street would be made habitable by the end of this year and 601 North 5th would require more work.

Shuler said earlier in this meeting it was stated that 601 North 5th Street was a three-unit property that needed more work to restore that property by April 2026. Under the agreement, Shuler said 105 Prospect would be made habitable by April 1, 2026.

Shuler said that in return for allowing that work to take place, the City would pause its enforcement action. However, he said if for some reason the agreement was not complied with and the deadlines not met, the City could resume its enforcement actions and wouldn't have to refile the receivership action or start that process over. He said the appeal for the demolition order has been dismissed, so the City could at any time proceed with that demolition if repairs weren't made at Prospect Avenue.

Shuler said the proposed agreement protects the City's interests to continue its enforcement actions if Artisan doesn't meet its obligations. However, he said City staff is hopeful Artisan will honor the agreement because the company has proven to be effective at restoring its properties so far.

Mayor Leichty asked **Shuler** about the status of the City's efforts to seek compliance from the former property owner of the Prospect Avenue home. Shuler said the Prospect Avenue receivership case and the demolition order were dismissed, but the Board's \$5,000 civil penalty was certified. He said the City won't receive those funds until the December property tax distribution.

Mayor Leichty thanked the Board for its commitment to holding that previous owner accountable. He said this area of the City "is in need of serious investment and improvement, and we certainly want to see that continue."

The Mayor said she wanted to hear Artisan's plans for these properties.

Mayor Leichty swore in Marlin Schwartz of Artisan Investment Group, LLC to provide truthful and complete testimony. He provided an overview of the status of the properties and improvement plans.

Schwartz said the Prospect Avenue property "looks a lot worse on the outside than the actual structure of the building itself." He said its foundation was better than at other properties Schwartz said the plan was to provide new siding, new windows, a new roof, and a complete interior remodel.

Schwartz said the Prospect property has three meters and after the tenants leave, Artisan will determine whether it should have two or three living units. He added that property is structurally "fixable."

Schwartz said permits have been pulled for 423, 511, and 513 North 5th Street and renovations are underway. He provided additional details on the ongoing work on all three properties. He added that with today's approval of parking for 601 North 5th Street, Artisan will move forward with pulling permits to begin work.

Mayor Leichty responded, "Artisan has been in close communication with the Building Department and the City, and had shifted focus in part to this 5th Street area because this is one of the primary walking corridors for students who are walking to Chandler Elementary School. And we really wanted to make sure that we improved the overall safety of that primary walking path. And so, we appreciate your willingness to shift attention to that priority area, because it's been an area that has been not safe for kids to go to school for a long time."

Board member Landis said it was good there was communication and interaction to solve a problem that has been long and complicated. He added, "I'm certainly appreciative of your group working at making this better."

Schwartz responded, "Thanks for your support. I appreciate it."



Board member Swartley asked Schwartz how many people worked for Artisan. **Schwartz** said he and his brother had a four-member crew, but subcontract out a lot of its work.

Board member Myers said, "It's a great job. It's good to see this taking place. Like Mike (Landis) said, we've been fighting for this progress for years and nothing has been done. Two thumbs up."

Mayor Leichty asked for a response from **Building Commissioner Myron Grise** about the proposed agreement and his department's relationship with Artisan.

Grise said, "We've been working with Artisan quite a bit, and sometimes on a daily basis. Everything they've done so far has been really good. There's been a few minor issues here and there, but when we bring it to their attention, it's fixed, sometimes that day, if not the next day. So far, everything they've done has been really good for the City, and it's been good to work with them."

Grise said the repairs of some of Artisan's home also appear to have prompted three or four nearby property owners to fix their homes after years of neglect.

Mayor Leichty responded, "This Board does seem to be willing to do the hard things and hold people accountable, Myron. So, call us if you need us."

Mayor Leichty invited concluding comments from Assistant City Attorney Shuler.

Shuler said, "I think the main purpose of the agreement is just to kind of make it so that we don't have to start over if it does go south, and obviously nobody wants that to happen. And I think we have, as the Building Commissioner said, a pretty good working relationship with Artisan. I have complete faith that it will go forward, but trust but verify. With a smile Shuler added, "The joke is that we always get to have the unsafe building hearings last, and that's not just because it gives me an opportunity to speak last, since I never get to do that at home, so I appreciate it."

Landis/Swartley then made a motion to approve the agreement with Artisan Investment Group, LLC, and authorize the Mayor to execute the agreement. The motion passed 5-0.

Mayor Leichty concluded the hearing on the agreement at 5:28 p.m.

APPROVAL OF CIVIL & UTILITY CLAIMS

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

ADJOURNMENT

Mayor Leichty adjourned the meeting at 5:29 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

AGOSTO 25, 2025

City Of Goshen Board of Works

202 South 5Th Street

Goshen In. 46528

RE: BOARD OF WORKS REQUESTS

Dear BOARD OF WORKS

SONIA CARMONA REGALADO. I request that the Board of works allows me to put gravel on the extra parking space on the side of the house and the back as well.

Out of 10 houses on my street 9/10 have gravel on their drive ways.

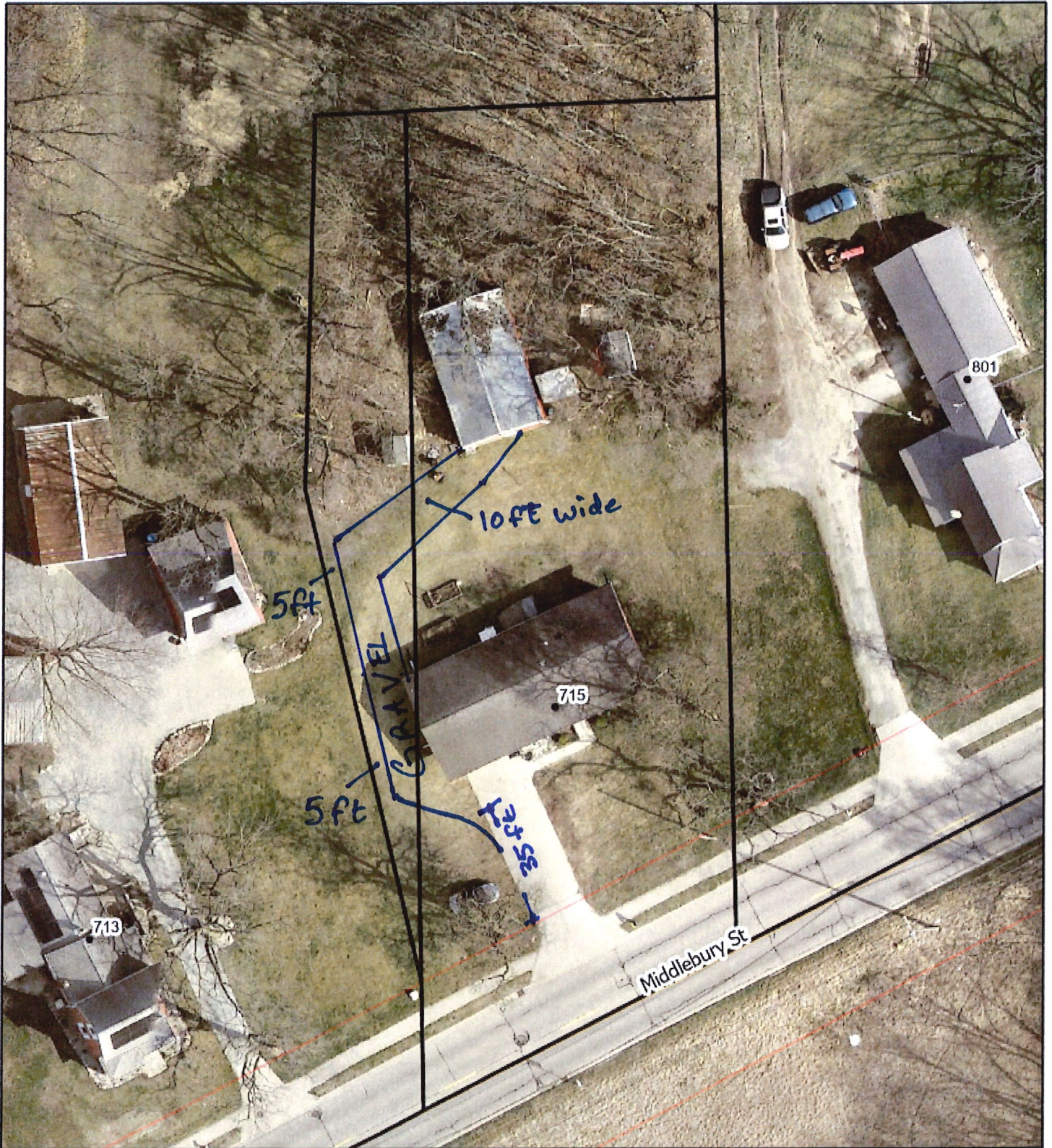
I respectfully request to be approved by Board of Works and if possible if you have any questions regarding this request, please contact me at Sonynt@hotmail.com

Thank you for your time and consideration.

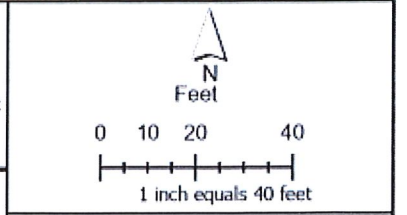
My residence is 715 Middlebury St Goshen, In. 46528.

Sincerely

Sonia Carmona Regalado.



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715 Middlebury Street

2023 Aerial
Printed on 7/10/2025

The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626



August 28, 2025

City of Goshen – Board of Works
202 S. 5th St.
Goshen, IN 46528

Dear board members:

Name: Interra Credit Union
Address: PO Box 727 (300 W. Lincoln Ave.)
Goshen, IN 46527
Contact(s): Ellen Meihofer, Marketing/Comm. Engagement - 534.2506, ext. 7501

The credit union respectfully requests the following use of the Powerhouse parking lot:

Purpose: “Shred-It Days” staging
Date(s): Friday – October 17, 2025
7:30 am to 3:30 pm
Event is 9 am to 11:00 am and 1:00 – 3:00 pm*
Saturday – October 18, 2025
7:30 am to 12:00 noon
Event is 9:00-11:00 am*

*Because of the popularity, the times may be adjusted – yet to be finalized.

In addition, we request the use of four barricades from the Street Department.

A popular event for Interra members is the annual “Shred-It Days.”

- To encourage ID theft prevention and recycling, Interra brings in Mountain High Shredding with their mobile truck/shredder.
- Because it is a popular event, several cars are often in line to drop off their shredding materials.
- Interra staff members are present and involved – unloading, weighing, etc.
- Interra pays for the first 50 pounds, with a nominal fee charged thereafter.
- There will be directional signage to ensure orderly entrance into and exit from the parking lot.
- As an example of the popularity, the total in 2024 was almost 26,000 pounds.

Thank you for your consideration,

Ellen Meihofer
Marketing & Community Engagement Associate

August 30, 2025

To: Goshen City Board of Works

RE: Sidewalk / Alley Temporary Closure Sept. 29 - Oct 1, 2025.

Requested hearing date: Thursday, September 4th @ 4pm.

Derstine Painting Plus+ is requesting to temporarily close the sidewalk in front of GoDance Building at 113 E Lincoln Avenue from Sept. 29 - Oct 1, 2025. In addition, for 1 of these days we request the alley be closed at Lincoln as 2 of the windows are on the alley side of the building.

This closure is necessary in order to use a 26' high hydraulic lift to ensure the safety of our workers and the public while we remove the 6 old aluminum storm windows on the 2nd story of the building (in preparation to install replacement windows from the inside of the building).

The Lift is 48"x 126" with extensions out, which will still leave 4' of the sidewalk to be open for pedestrians. See map diagram below, showing closure areas in red.

We will provide appropriate signage, cones, and caution tape and ensure continued access for emergency services and any affected residents, tenants and customers of GoDance, as needed. All required safety and compliance measures will be followed.

Thank you for your consideration.

Darin Derstine
Derstine Painting Plus+
4024 Elkhart Rd. Ste 24
Goshen, IN 46526
(574) 387-3536



Closure areas in Red





Department of Environmental Resilience

410 West Plymouth Avenue • Goshen, IN 46526

Phone (574) 534-0076 • www.goshenindiana.org

Aaron Sawatsky-Kingsley, Department Head



Date: 9/2/2025

To: Board of Works & Safety

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

Subject: Agreement for Placement of AmeriCorps Members

Attached is the Board's approval and authorization for Mayor Leichty to execute is an agreement with MACOG for the placement of up to five (5) MSY (member service year) AmeriCorps Members for the 2025-2026 Program year to serve in the City of Goshen. The City will pay MACOG Fifteen Thousand (\$15,000.00) per MSY for the AmeriCorps Members assigned to the City. MACOG is providing one service member free of charge to fill the ArcGIS member position for zero (\$0.00) dollars, resulting in a total of Sixty Thousand (\$60,000.00) dollars. Thirty Thousand dollars (\$30,000.00) of the Sixty Thousand (\$60,000) total will be paid for by grant funding.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the AmeriCorps at MACOG Service Site Organization Agreement with MACOG, providing five (5) AmeriCorps Member Service Years for the 2025-2026 Service Year in the amount of Sixty Thousand Dollars (\$60,000), half of which will be paid by grant funding.

Gina Leichty
Mayor of Goshen

CITY OF GOSHEN, INDIANA

POSITION DESCRIPTION

Summary

The Michiana Area Council of Governments is seeking to fill multiple AmeriCorps member service positions, including one or more members serving with the City of Goshen.

Member Position/Title: Land Management & Sustainability Specialist

Member Immediate Supervisor: Theresa Sailor, Grant Writer and Educator, City of Goshen Department of Environmental Resilience

Position Start Date: October 2025

Position End Date: August 2026

Days / Hours of Service: Monday – Friday; some evening & weekend assignments.

Benefits: AmeriCorps service includes a living stipend (\$25,000 full-time), an educational award of up to \$7,395 per full-time service year, and loan deferment and interest forbearance on federally-guaranteed student loans. Benefits for members serving half-time or greater include medical, dental, and vision insurance coverage, and exclude retirement contributions.

Service Site – City of Goshen, Department of Environmental Resilience, City of Goshen Parks & Recreation Department, and City of Goshen Engineering Department

Addresses:

Environmental Resilience Department 410 W Plymouth Ave & 202 S 5th St Goshen, Indiana

Goshen Parks & Recreation Department 524 E. Jackson St., Goshen, Indiana

Goshen Annex Building 204 E Jefferson St., Goshen, Indiana

Organization Mission and/or Goals:

The Department of Environmental Resilience is the City of Goshen’s hub for environmental programming. Established in 2020, the department promotes and protects the public health, safety, and general welfare of the community through the enhancement of the environment, including supporting sustainable land management, ecosystem improvement, economic development, and increasing community resilience through initiating mitigation and adaptation practices. This service includes planning, policy development, data collection, and implementation of natural resource and energy management techniques to assist the City and outreach to the City's residents. In the 2024-2025 service year, the Department is partnering with the City’s Parks & Recreation, Engineering, and Stormwater Departments. Service members will have the opportunity to serve on a wide range of environmental and human health issues that will increase Goshen’s resilience to climate change and mitigate environmental health risks.

Essential duties and responsibilities:

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive.

Economic and Environmental GIS Specialist – 1 Member

- Member will be ***Trained in ArcGIS*** and learn the ***skills to become an industry professional***. Member will serve in data collection and multi-factor analysis, learn about public infrastructure, mapping, and public policy. Member will manage, map, collect, and display data using the Esri ArcGIS program suite. Training and project support will be provided by the City's GIS Coordinator.
- Member will assist in the duties of the GIS for the City and support other AmeriCorps members' GIS work. Member will serve to develop data analysis in the evaluation of Goshen's street light systems, including evaluating opportunities for the reduction of street lights, providing research in new technology, and developing public policy. Member will also evaluate and research Night Sky principles. In addition, member will share these recommendations with relevant City staff and elected officials through presentation and/or creation of informational materials.

Land Management & Sustainability Specialist – 4 Members

- Members serve with the City's Forestry and Environmental Resilience Staff, participate in ***Arboriculture Training*** and gain experience toward an Arborist certification. Members will also participate in ***Ecosystem Management*** (*tree migration and wildlife corridors*) on public lands and right-of ways and ***Land Management*** of public lands. Members will assist Department staff in developing a the City's new tree & plant nursery, learning how to care for and propagate trees and plants(s). Members will learn invasive species identification and removal. Members will develop a City plan for invasive species mapping & control and develop resources for invasive removal. Members will ***be trained in ArcGIS and participate in data collection*** and multi-factor analysis, ***learn about public infrastructure, mapping, public policy***. ***Members will learn*** tree canopy management activities and other topics in line with the certified arborist curriculum, as well as ecosystem and living species identification and documentation.
- Members will serve with the Parks Department and the Department of Buildings & Grounds and learn the challenges faced by Parks programs in ***Maintaining Public Park Infrastructure, Protecting Natural Spaces and Ecosystems***, and ***Land Management***. Members will collaborate with industry environmental professionals and other parks programs to identify effective practices in Goshen. They will also work with staff to develop a plan to enhance eco-sensitive spaces, improve wildlife corridors, and achieve a cost-benefit return. Members will continue to develop the plans to naturalize public land and reduce maintenance. Members will assist in training employees on adopted maintenance practices.
- Members will work with the City's Stormwater Department to learn about stormwater pollution and about the federal and state regulations of municipal stormwater. Members will learn how to understand ***Post-construction Plans***. and will ***Conduct Stormwater Inspections*** of retention and detention ponds in the City of Goshen. Members will also conduct stormwater education to landowners and the general public. Members will learn how to conduct ***Water Quality Testing*** during ***Dry Weather Screening***.

Additional Assignments

- Members will have additional assignments that are assigned to them exclusively or as a group.
- Members will assist in the City's ***Active Transportation*** program by serving with the City's Active Transportation Committee on the project to connect the trails and bike commuting pathways and disseminate the information to the public.

- All Members will develop and host public events to build community relationships, provide transportation, sustainability, and residential health/safety education to the broader community, including a minimum of two First Friday events and one public education event a month.
- All Members will participate in resource management audits, learn how to perform cost-benefit analysis, compile information, identify alternatives and compile savings data.
- Other assignments TBD
- All Members will be trained in ArcGIS, Horticulture, and earn a Certificate from the Indiana Watershed Leadership Academy.

Minimum Training and Experience:

- One year of college credit; or any equivalent combination of education, training and experience which provides the necessary knowledge, skills and abilities.

Minimum Physical and Mental Abilities:

- Ability to operate a variety of automated machines.
- Ability to exert physical effort in light to moderate service involving routine stooping, kneeling, crouching, and reaching; ability to lift and carry objects weighing up to 50 pounds.

Mathematical Ability:

- Ability to add, subtract, multiply, divide, calculate decimals and percentages, interpret graphs, and measure data.

Language Ability and Interpersonal Communication:

- Ability to communicate effectively and possess basic conflict resolution skills and experience or willingness to improve public speaking skills
- Bi-lingual helpful (Spanish, Russian).
- Ability to adapt as a part of a team and willingness to grow leadership skills.
- Effective writing and editing skills
- Strong research skills.
- Ability to serve effectively while independent or as part of a team.
- Responsible, organized, and pays attention to detail.
- Knowledge of computer and software programs, i.e. Word, Excel, Google Doc., etc.
- Ability to comprehend and correctly use a variety of informational documents.
- Ability to comprehend a variety of reference books and manuals.
- Ability to meet deadlines.

Environmental Adaptability:

- Ability to serve effectively in an office environment, outdoors exposed to inclement weather conditions, and in diverse private living spaces.

Member Hours:

Depending on season and scheduled public outreach activities, a typical schedule may be:

M-F (8 hours between 7 am - 5 pm) *can vary depending on which site you are selected for*

Anticipate 6 evenings and one Saturday each month

AmeriCorps at MACOG

SERVICE SITE ORGANIZATION AGREEMENT

This agreement is entered into for the Program Year 2025 – 2026, between the Service Site Organization: City of Goshen, Indiana (hereafter referred to as “the Organization”) and the AmeriCorps at MACOG Program (hereafter referred to as “the Program”).

I. Terms of the Contract

- A. AmeriCorps members will begin service on or after September 1, 2025 and complete the required number of service and training hours no later than August 31, 2026 as shown in the chart below.

Member Type	MSY (Member Service Year)	Total Number of Hours	Minimum number of training hours (12%)	Maximum number of training hours (20%)	Maximum number of fundraising hours (10%)
Full-time	1.0	1700	204	340	170
Three Quarter Time	0.7	1200	144	240	120
Half-Time	0.5	900	108	180	90
Reduced Half-time	0.38	675	81	135	67.5
Quarter-Time	0.26	450	54	90	45
Minimum Time	0.21	300	36	60	30

II. Program Role and Responsibilities

MACOG will:

- A. Pay AmeriCorps members’ living allowances on a bi-weekly schedule.
- B. Serve as the primary provider of training and technical assistance for members throughout the program year. Such assistance includes:
1. Recruit AmeriCorps members for placement at the Service Site; Service Sites will share the cost of advertising in newspapers for applicants.
 2. Perform criminal background checks on all members.
 3. Develop and implement training sessions, member meetings, and community service projects, and coordinate with the Serve Indiana and Indiana AmeriCorps Director Association for statewide member events;
 4. Conduct Service Site visits with the Program Director at a minimum annually;
 5. Provide service gear for members; and

6. Provide other support and assistance as needed to Service Sites and members.
- C. Provide an AmeriCorps orientation for members and Service Site staff. Participants will receive information and training on:
 1. Instruction on time and activity reporting, and other documentation on AmeriCorps and Program personnel policies and grievance procedures;
 2. The AmeriCorps and the National Service movement and the Program operation, goals and objectives; and
 3. Supervision of members.
 - D. Develop and distribute forms for the effective evaluation and continuous improvement of the Program, including time and activity reports, monthly, semi-annual and annual reports, member evaluations, and training session evaluations.
 - E. Maintain and update member service records including logs of hours served and training hours, and all enrollment, eligibility, member agreements, status changes and exit forms as required by the Corporation for National Service.
 - F. Provide accounting and fiscal management services.

III. Service Site Roles and Responsibilities

The Organization agrees to:

- A. Serve as a Service Site for one or more AmeriCorps members.
- B. Provide full and complete supervision for the AmeriCorps member(s) assigned in accordance with its own policies and procedures and the policies and procedures of the AmeriCorps at MACOG program and AmeriCorps (CNCS). Supervision includes developing a service plan at the beginning of the program year that clearly defines the number of hours of service to be assigned each week and dates the Service Site will be closed because of holidays or vacations. If the hours to be served will vary because of different programming for the school year and for the summer, this should also be included in the work plan. Each member should receive a copy of the plan and a copy should also be submitted to the Program Director to include in member files.

If the Service Site is not able to provide enough hours for the member to complete the required AmeriCorps terms of service, the Program Director should be informed and consulted about secondary sites where the member can serve to fulfill requirements.

- C. Participate in all planning, training, evaluation and reporting activities required by the Program to meet the requirements as a grantee of the AmeriCorps Service Site Agreement.
- D. Complete mid-year and year end evaluations of the Organization's assigned member(s), verifying the accuracy of member time and activity reports and monthly reports, and ensuring timely submission of these reports to the Program Director.
- E. Submit time sheets the week after the completion of each pay period and the monthly reports are due the week following the end of each month.

- F. Oversee and assist members in timely completion of pre- and post-tests and participant surveys, and to tabulate the results at the end of the program year. Results should then be forwarded to the Program Director.
Failure to meet obligations as a Service Site can lead to termination of service by AmeriCorps members to the Organization.
- G. Allow members time off from their Service Site responsibilities to attend the required meetings and training sessions scheduled by the Program which meet the Member Development Performance Measures described in the grant.
- H. Allow members to participate in the Program's community service projects, to meet the capacity building objectives described in the grant and allow members to attend the statewide member events.
- I. Pay MACOG those moneys necessary to meet the Program's Service Site Fee for agreed costs as they may apply to the member(s) serving the organization. The Service Site Fee for 2025-2026 is \$15,000 per MSY (Member Service Year). **Federal dollars cannot be used as the source for the cash match.**
- J. Provide insurance coverage necessary to protect the Organization and the AmeriCorps member(s) serving it from liability claims and errors and omissions related to service to the Organization. Workmen's Compensation coverage will be provided for members through the policies of the Program (fiscal agent).
- K. Provide the first recourse to the member(s) assigned to it for resolution of disputes or grievances related to service with the organization. Cooperate with grievance procedures in Member Agreements between a member assigned to the Service Site and MACOG.

Whenever a problem develops related to a member's job performance, the Service Site supervisor should address performance concerns with the member. If the performance doesn't improve, the supervisor should provide the member and the AmeriCorps Program Director with a written statement specifying necessary areas of improvement. If performance doesn't improve, the Program Director should be consulted and meet with the supervisor and the member to resolve the issues. A written statement describing the areas of improvement needed and a setting a probationary period should be signed by all parties. The Service Site should also determine if staff can help the member to improve performance through additional training, instruction or support. At the end of the probationary period a meeting with the member should be set to evaluate performance and if there is no evidence of improvement a decision will be made whether to extend the probationary period, or to terminate the member's placement at that Service Site.

- L. Act at all times in accordance with all applicable state and federal laws and regulations pertaining to AmeriCorps (including the Drug Free Workplace Act) and agrees not to ask members to participate in activities prohibited for AmeriCorps members. Prohibited activities include:
 - 1. In general, performing or assisting in the Organization's fund-raising activities; however AmeriCorps members may receive direct service credit hours for activities related to fundraising, but only to the extent that those activities satisfy all five of the following:

- a) Provide immediate and direct support to a specific and direct service activity;
 - b) Fall within the Program's approved direct service objectives;
 - c) Are not the primary activity of the Program;
 - d) Do not involve financial campaigns, endowment drives, solicitation of gifts and bequests, or similar activities designed for the sole purpose of raising capital or obtaining financial contributions for the Organization; and
 - e) Do not involve significant amounts of time for any member.
2. Performing or assisting in grant writing except as indicated in the Section V of this Agreement.
 3. Performing clerical or receptionist duties;
 4. Any effort to influence legislation;
 5. Organizing or participating in protests, petitions, boycotts or strikes;
 6. Assisting, promoting, or deterring union organizing;
Impairing existing contracts for services or collective bargaining agreements;
 7. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any political office;
 8. Participating in or endorsing, events or activities which are likely to include advocacy for or against political platforms, political candidates, proposed legislation or elected officials;
 9. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious education or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing.
 10. Providing a direct benefit to (1) a business organized for profit, (2) a labor union, (3) a partisan political organization, (4) a non profit organization that fails to comply with the restrictions contained in Sec. 501(c) of the Internal Revenue Code of 1986, and (5) an organization engaged in the religious activities described above, unless AmeriCorps (CNCS) assistance is not used to support those religious activities;
 11. Discriminating against any person because of age, race, religion, color, disability, sex, marital status, physical condition, arrest or conviction record, drug abuse, alcohol abuse or alcoholism, developmental disability as defined in s. 51.01(5), sexual orientation, ancestry, or national origin; and
 12. The manufacture, distribution, dispensation, possession, or use of a controlled substance.

M. Abide by the AmeriCorps Provision 33 (c) regarding non-displacement as if the "Grantee" referred to therein were the Service Site. The prohibitions are as follows:

1. **Prohibition on displacing an employee or position.** The Grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such employer of a member in a Program or project.
2. **Prohibition on selecting an employee for participation.** The grantee may not select a member who is employed by the Grantee or who was employed by the Grantee in the previous six months, unless AmeriCorps (CNCS) waives this requirement upon sufficient demonstration of non-displacement.

3. **Prohibition on promotional infringement.** The grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.
4. **Prohibition on displacing employee services, duties or activities.** A member in a Program or project may not perform any services or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.
5. **Prohibition on supplanting, hiring or infringing on recall rights.** A member in a Program or project may not perform any services or duties or engage in activities, that:
 - a) Will supplant the hiring of employed workers; or
 - b) Are the services, duties or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. **Other prohibitions.** A member in a Program or project may not perform services or duties that have been performed by or were assigned to any:
 - a) Presently employed worker;
 - b) Employee who recently resigned or was discharged;
 - c) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - d) Employee who is on leave (terminal, temporary, vacation, emergency or sick); or
 - e) Employee who is on strike or is being locked out.

- N. No fewer than 12% and no more than 20% of the aggregate of all AmeriCorps member service hours in a Program may be spent in education, training or other non-direct activities.

IV. Standards of Service

AmeriCorps members are expected to conduct themselves and their affairs in a manner that is honest, ethical, and which brings good credit to themselves, the organization they serve, and AmeriCorps. Their service can be terminated for cause, or suspended if they engage in activities in section III (L), above, or in activities that bring discredit to the AmeriCorps program or the organization they serve, if their performance does not meet acceptable standards of the organization being served, or if they fail to meet their obligations to support activities of the AmeriCorps at MACOG Program. The Service Site and the supervisor are expected to provide oversight concerning such matters for the member(s) assigned, and to be in immediate contact with the Program Director when there is any question concerning member performance or conduct.

V. Fund Raising

A. Approved Member Activities. Members may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs. Examples of fund-raising activities members may perform include, but are not limited to the following:

- Seeking donations of books from companies and individuals for a program in which volunteers tutor children to read.
- Writing a grant proposal to a foundation to secure resources to support the training of volunteers.

- Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.
- Securing financial resources from the community to assist a faith-based or community-based organization in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of the faith-based organization.
- Seeking a donation from alumni of the program for specific service projects being performed by current members.

B. Prohibited Member Activities. A member's service activities may not include the following:

- Raising funds for his or her living allowance.
- Raising funds for an Organization's operating expenses or endowment.
- Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service.
- Writing grant applications for funding provided by any other federal agencies.

Fundraising activities that are allowable under this Agreement may not exceed 10% of a member's service time.

VI. Grievance Procedure

Grievance procedures have been established by the AmeriCorps program to resolve disputes involving AmeriCorps Members, labor unions, and any other interested individual concerning the AmeriCorps program. If a grievance is filed regarding a proposed placement of a participant such placement must not be made unless the placement is consistent with the resolution of the grievance.

Pre-Complaint Process

In general, all aggrieved parties such as members, applicants, or any other interested parties should attempt to resolve any problems or disputes with the other party on a one-to-one basis.

In the event that informal efforts to resolve disputes are unsuccessful, the aggrieved party may request that the program provide an Alternative Dispute Resolution process (ADR) such as mediation or facilitation to resolve the dispute. ADR proceedings must be initiated within 45 calendar days of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forgo filing a grievance on the matter under consideration.

If mediation, facilitation, or other ADR processes are selected, the process must be aided by a neutral party who may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence do not apply. Apart from a written and agreed-upon dispute resolution agreement, the proceedings must be confidential. If the matter is not resolved within 30 calendar days from the date the ADR began, the neutral party must inform the aggrieving party of the right to file a grievance. In the event an aggrieving party files a grievance, the neutral party may not participate in the formal complaint process, and no communications or proceedings from the ADR may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.

Formal Complaint Process

The aggrieved party may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The aggrieved party should make a written request for a hearing to:

Amber Werner, AmeriCorps Program Director
Michiana Area Council of Governments

The address is:

227 W Jefferson Blvd, Suite 1120
South Bend, IN 46601
awerner@macog.com

In the event that the grievance is against the individual listed above, the aggrieved party should make a written request for a hearing to:

James Turnwald, Executive Director
Michiana Area Council of Governments
227 W Jefferson Blvd, Suite 1120
South Bend, IN 46601
jturnwald@macog.com

Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year after the date of the alleged occurrence. The hearing must be conducted no later than 30 calendar days after the filing of the grievance, and a written decision must be made no later than 60 calendar days after the filing. The person conducting the grievance hearing may not have participated in any previous decisions concerning the issue in dispute.

Arbitration

An aggrieved party may request binding arbitration if a grievance hearing decision is averse to the aggrieved party or if no decision has been reached within 60 days of the filing of the grievance. The arbitrator must be independent of the interested parties and the interested parties must jointly select the arbitrator. If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the disputing parties, the AmeriCorps' Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators. An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator's appointment. A decision must be made by the arbitrator no later than 30 calendar days after the date arbitration commences. The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the state or local applicant that is party to the grievance must pay the total cost of the proceeding and the attorney's fees of the prevailing party.

Suspension of placement

If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless the placement is consistent with the resolution of the grievance.

Remedies for a grievance filed under a procedure established by a recipient of Corporation assistance may include:

1. Prohibition of a placement of a participant

2. In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the recipient of Corporation assistance—
3. Reinstatement of the employee to the position he or she held prior to the displacement;
4. Payment of lost wages and benefits;
5. Re-establishment of other relevant terms, conditions and privileges of employment;
6. Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole.

The Corporation may suspend or terminate payments for assistance under this chapter. A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties' citizenship.

VII. Authorization

The Service Site Organization and MACOG hereby acknowledge by their signatures that they have read, understood, and agreed to the terms of this document.

For the Service Site Organization:

Authorized Signature: _____ Date: _____

Printed Name: Gina Leichty Title: Mayor

For MACOG:

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____



CITY OF GOSHEN LEGAL DEPARTMENT
Bodie J. Stegelmann, City Attorney

City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

bodiestegelmann@goshencity.com • www.goshenindiana.org
Phone (574) 537-3854 • Fax (574) 533-8626 • TDD (574) 534-3185

CONFIDENTIAL MEMORANDUM

To: Board of Public Works & Safety

From: Bodie J. Stegelmann

Re: Agreement with Lexipol, LLC

Date: September 4, 2025

The City of Goshen staff wishes to perform a comprehensive review of its Policy Manual and implement revisions to such. Therefore, the City seeks to contract with Lexipol to perform such tasks. Work on the project would commence on or about October 1, 2025, with an implementation fee of \$14,317.00 and an annual maintenance fee of \$8,439.20.

Suggested Motion: To approve the Agreement with Lexipol, LLC for the comprehensive review of City of Goshen's Policy Manual, the implementation of revisions to such, and annual maintenance.



MASTER SERVICE AGREEMENT

Initial Term Start Date: 10/01/2025

Initial Term End Date: 09/30/2026

Account Executive Information

Kurt Freeman
Sales Associate
kfreeman@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Bodie Stegelmann
City Attorney
bodiestegelmann@goshencity.com
(574) 537-3854

City of Goshen
202 S 5th St
Goshen, Indiana 46528

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Goshen

Lexipol, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Annual Subscription						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
270	Annual Local Government Administration Policy Manual & Daily Training Bulletins	\$10,549.00	20%	\$2,109.80	\$0.00	\$8,439.20
Discount:				\$2,109.80	Subtotal:	\$8,439.20

002 One-Time Implementation						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Local Government Focused Implementation	\$20,535.00	30%	\$6,160.50	\$0.00	\$14,374.50
1	Local Government Administration Content Extraction	\$2,775.00	30%	\$832.50	\$0.00	\$1,942.50
Discount:				\$6,993.00	Subtotal:	\$16,317.00

Discount:	\$9,102.80
Subtotal:	\$24,756.20
Tax:	
Total Due:	\$24,756.20

Exhibit B

Description of Services

If Professional Services solutions are included in your purchase, the following additional terms apply:

Cancellation and Rescheduling of Meetings

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.
5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

Time is of the essence:

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

Personnel Changes

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.

Local Government Administration Policy Manual

Constitutionally Sound, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- Approximately 50 policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Initial Term” means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 “Initial Term Start Date” is specified on the cover sheet and represents the first day of the Initial Term.

1.7 “Initial Term End Date” is specified on the cover sheet and represents the last day of the Initial Term.

1.8 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential,

including Agency Data (collectively, “Confidential Information”). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency’s disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol’s Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL’S SERVICES ARE PROVIDED “AS-IS” AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol’s acts or omissions in providing the Services. Each Party’s cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties’ intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party’s successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party’s failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering

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

DATE: September 4, 2025

Phend & Brown is requesting a two-phase full lane closure on Kercher Road east of the railroad tracks to enable them to safely and efficiently remove and replace two storm structures. Phase one will close eastbound traffic Saturday, September 13 – Wednesday, September 17. Phase two will close the westbound traffic Wednesday, September 17 – Saturday, September 20.

The Maintenance of Traffic detour plan for the eastbound and westbound single lane road closure is attached.

Requested motion: Move to approve the Kercher Road single direction full road closure in two phases from September 13 through September 20, 2025.

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

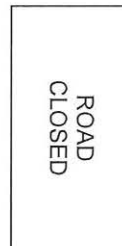
Gina Leichty, Mayor

Orv Myers, Member

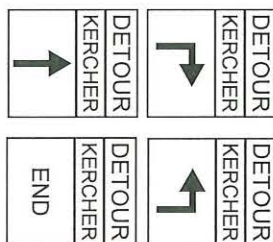
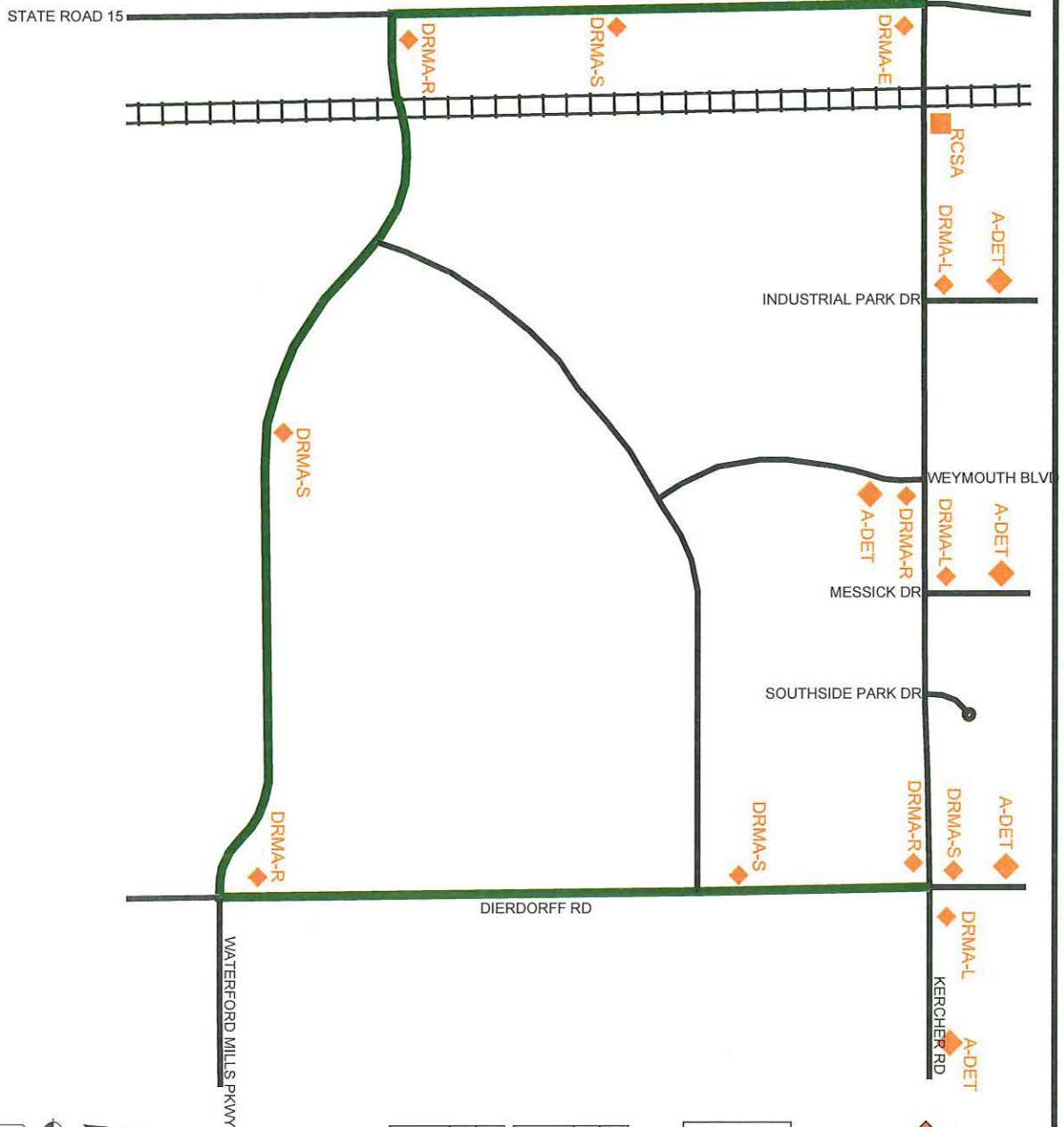
Mary Nichols, Member

Michael Landis, Member

Barb Swartley, Member



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PO Box 150 367 E 1250 N Milford, IN 46542 547-658-4166 www.phend-brown.com



SHEET
2 OF 2

Project: 3500082
Scale: NTS
Drawn By: ARS
Date: 08/28/2025
Rev:

GoshenCCMG 2024-0002
Kercher Storm - NS Railroad to US33
Goshen, Elkhart Co, Indiana
**MAINTENANCE OF TRAFFIC
WESTBOUND DETOUR**



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STORMWATER DEPARTMENT
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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Stormwater Department

RE: **IMPERVIOUS SURFACE CALCULATION METHODOLOGY UPDATE
(FILE PATH: DEPT. OF STORMWATER > ERU EVALUATIONS > ECOPIA AI)**

DATE: September 4, 2025

The City of Goshen Common Council adopted an annual stormwater user fee on August 24, 2006, and the Board of the Goshen Department of Stormwater Management adopted it on August 28, 2006 (Resolution 2006-1). The stormwater user fee is based on a rate of \$15 per Equivalent Residential Unit (ERU), which is equal to the assumed average amount of impervious surface area of a single-family residential parcel of real estate or 3,600 square feet. The user fee is assessed on all residential and non-residential parcels containing impervious surface areas, i.e., gravel, brick, concrete, asphalt, rooftops, and pools.

The stormwater user fee is assessed via a charge on each parcel's property tax bill issued by the Elkhart County Treasurer. "This charge is deemed to be reasonable and necessary to pay for the regulation, planning, operation, maintenance, repair, replacement, and improvement of the existing and future City of Goshen [stormwater] system." (Section 1.0 of Ordinance 4624)

In the beginning, a parcel's impervious surface area was based on the data contained within the Elkhart County Assessor's computer assisted mass appraisal (CAMA) system (Ord. 4624). Then, in 2012, the process to calculate impervious surface areas was updated to include the use of geographic information systems (GIS), which allowed staff to hand-digitize a parcel's impervious surface area based on the most recent aerial image (Resolution 2012-N). Now, the Greater Elkhart County Stormwater Partnership, of which the City of Goshen is one of four entities, is looking to switch to a machine learning system called Ecopia AI, which will produce a product identifying all surface types, including impervious surfaces.

The members of the Stormwater Partnership, in an advisory role, met in March of this year to discuss this process and agreed that moving forward with Ecopia would be beneficial. Through the interlocal agreement the City has with Elkhart County, Elkhart County provided leadership on negotiating the contract with Ecopia on behalf of the Stormwater Partnership Entities and is ready to move forward once each Partnership Entity has indicated its willingness to proceed. The contract is a three-year contract for 2025, 2026, and 2027, and will produce a high-definition digital map of all surface types from grass and tree canopy to roadways and rooftops. This will

be the first time the City has had access to a digital version of all surface types and is expected to be very helpful. One example of this is that the Stormwater Department will finally have a true accounting of the total amount of impervious surface area within the city limits, as residential impervious surface areas were not fully digitized due to being charged a flat fee of \$15.

The total cost of the three-year contract with Ecopia is \$130,300.00 and will be divided each year as follows:

- Year 1 = \$54,300.00
- Year 2 = \$38,000.00
- Year 3 = \$38,000.00

The Stormwater Partnership Entities will share the costs of the contract based on their current percentage of the total ERU value. For the City of Goshen, that is 19.2% in the first year (\$10,712.33), 18.7% in the second year (\$7,106), and approximately the same in year three. If Ecopia has to provide the aerial imagery, then there will be a 25% upcharge for that year, which would increase the City's responsibility to \$8,882.50.

The digital map created by Ecopia AI will allow Stormwater staff to be more efficient and save an estimated 40 hours of work each year when preparing the impervious surface area calculations. Additionally, the digital map will be incorporated into the city's existing GIS for utilization by other city departments.

More information on Ecopia can be found on their website: <https://www.ecopiatech.com/>, while the Scope of Work (Task Order) is included with this Memo.

The last step in this process will be to update the language in Section 3(b)(iii) of Ordinance 4712 to allow for different technology to be used to calculate a parcel's impervious surface area. The Department of Stormwater Management will work with the Legal Department on this matter.

Requested Motion: Approve the Goshen Department of Stormwater Management working with the Greater Elkhart County Stormwater Partnership to enter into a three-year contract with Ecopia to generate a digital map of all land cover types for an amount not to exceed \$11,000 in the first year and \$9,000 in the second and third years of the contract.

Task Order

Effective Date of Task Order: September 22, 2025

Requesting Party: County of Elkhart, Indiana by and through Elkhart County Stormwater Board

Contractor: Ecopia Tech Corporation

Project: Digital Imagery

Original Contract: Independent Contractor Agreement

Date of Original Contract: September 22, 2025

The Independent Contractor Agreement is activated for Ecopia Tech Corporation to perform the Services described in this Task Order

Task Order will be completed by: 30 days from imagery receipt.

Attachments (list of documents, if any, supporting Task Order:

1. The Scope of Work for this Task Order is attached as Exhibit A.
2. The Fees for this Task Order are attached as Exhibit B.

REQUESTED:

County of Elkhart, Indiana
by the Stormwater Board

ACCEPTED:

Ecopia Tech Corporation

By: _____

Printed Name: Bradley D. Rogers

Title: President

By: _____

Printed Name: Jon Lipinski

Title: President

Exhibit A
Scope of Work

Contractor will provide to Elkhart County the product features listed in the table below, across the designated area of interest ("Products"). Products will be derived from source imagery procured by the imagery provider indicated below and provided within the designated timeline.

Product Features:	Land (T1-2)
Imagery Sourcing Party:	Ecopia
Area of Interest:	All of Elkhart County, being approximately 467.97 sq mi (1,212. sq km)
License Term:	Perpetual
Product Delivery Timeline:	30 days from imagery receipt
Customer Group:	County of Elkhart, Indiana to be shared with the cities and towns within Elkhart County, including all of its MS4 Partners, and MACOG.

Product Specifications:

1. Building
 - Greater than 100 sq. ft.
2. Road
 - Greater than 8' wide and 50' long
3. Road Unpaved
 - Greater than 8' wide and 50' long
4. Driveway
 - Greater than 8' wide and 10' long
5. Driveway Unpaved
 - Greater than 8' wide and 10' long
6. Parking
 - Greater than 500 sq. ft.
7. Parking Unpaved
 - Greater than 500 sq. ft.
8. Sidewalk
 - Greater than 4' wide and 10' long
9. Sidewalk Unpaved
 - Greater than 4' wide and 10' long
10. Pavement
 - Greater than 100 sq. ft.
11. Swimming Pool
 - Greater than 100 sq. ft.
12. Sports Field (Recreation Area) - Paved

- As visible from source imagery
- 13. Sports field (Recreation Area) - Unpaved
 - As visible from source imagery
- 14. Bridges
 - Greater than 8' wide and 20' long
- 15. Patio/Deck
 - Greater than 100 sq. ft.
- 16. Patio Concrete
 - Greater than 100 sq. ft.
- 17. Railway
 - Greater than 4' wide and 50' long
- 18. Heavily Compacted Surface
 - Greater than 1000 sq. ft.
- 19. Open Water
 - Greater than 500 sq. ft. and 15' wide
- 20. Forest
 - Greater than 1000 sq. ft.
- 21. Grass
 - Greater than 500 sq. ft.
- 22. Bare land
 - Greater than 500 sq. ft.

Contractor must notify Elkhart County if the calculation of the individually measured impervious area on a tax parcel cannot be accurately computed using the available technologies and practices for the respective determination date. Products will be delivered to Elkhart County in an appropriate data format, through a platform controlled by Contractor, and in a format that is accessible to Elkhart County without the use of proprietary software.

Exhibit B

Fees

Year	Products	Fee
Year 1	Dataset	\$54,300.00
Year 2	Dataset + Change Detection	\$38,000.00
Year 3	Dataset + Change Detection	\$38,000.00
Total		\$130,300.00

** If Elkhart County needs Contractor to source the imagery in Y2 or Y3, there will be a 25% up-charge added to that year.



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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May 22, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Final Report - 214 E. Clinton Street, Goshen, Indiana

The unsafe building matter concerning 214 E. Clinton Street has now been fully resolved. Following several years of enforcement efforts and a recent sale of the property, the current property owner (Alvarez Restoration, LLC) has completed all repairs and required renovations. All inspections have been passed, and the Building Commissioner issued an Order of Rescission, as directed by the Board's Order of May 22, 2025.

The property had remained vacant and fire-damaged since 2021 under prior ownership and is now restored to a safe and habitable condition.

No further action by the Board is required. A final staff report with before-and-after photographs will be submitted.