



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., October 9, 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: Sept. 4, Sept. 11, Sept. 18 & Sept. 25, 2025 meetings

Approval of Agenda

1) Bills Heating request: Approve a partial street closure adjacent to 133 South Main Street for the replacement of two rooftop condensers

2) Legal Department request: Approve and authorize the Mayor to execute the agreement with Top Notch Service Dogs, LLC to allow the City to purchase, educate and train a facility Dog and City Handler(s) a Facility Dog for the Goshen Fire Department

3) Planning & Zoning Department request: Approve and authorize the Mayor to execute the agreement with Taylor Siefker Williams Design Group LLC for professional services to create a unified development ordinance

4) Utilities Office Request: Move uncollected finaled accounts from active to collection, sewer liens and write offs – \$4,735.01 for the period through July 16, 2025

5) Engineering Department request: Approve and authorize the Mayor to sign the design services agreement with Structurepoint for a fee of \$17,900 and hourly services not to exceed \$6,500 to provide plans, specifications, and other services for the College Avenue Sanitary Encasement project

6) Engineering Department request: Approve Change Order No. 2 for the Asphalt Paving Package B to undercut and remove the poor soils and backfill with No. 2's for the amount of \$21,000

7) Engineering Department request: Approve Change Order No. 7 for the extension of new water and sewer services, the deduct due to the deletion of the snouts/downturns on the storm pipes for an increase of \$17,020.00. Also to approve the extension of time of 21 additional days bringing the completion date to Nov. 20, 2025



8) Engineering Department request: Approve the balancing Change Order No. 8 decreasing the contract by \$349,464.29, for a final contract amount of \$4,179,740.39

9) Engineering Department request: Deny the request for additional safety improvements and recommend INDOT remove the crosswalk of Main Street at West Monroe Street

10) Engineering Department public notification: On Wednesday, October 15th, Goshen Engineering, Stormwater, and Utilities will smoke test the storm sewer at the intersection of 9th Street and College Avenue

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE SEPTEMBER 4, 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: None

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the August 28, 2025 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Barb Swartley made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 5-0.

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

1) Sonia Carmona request: Approve a gravel parking area at 715 Middlebury Street

Through a translator, **Sonia Carmona Regalado** of 715 Middlebury St. asked the Board for permission to install a gravel parking area on the side and back of her house to accommodate her many vehicles.

Carmona indicated that nine of the ten houses on her street, near her residence, have gravel driveways.

City Engineering Project Manager Andrew Lund indicated that although the City Engineering Department is not in favor of additional gravel driveways, due to the resulting accumulation of debris in gutters, City staff would agree that there is cause for relief from the hard surface standards because the majority of adjacent parcels have a concrete approaches and gravel driveways or parking areas.

However, **Lund** said it appears that a gravel parking area was installed recently that is within the front yard setback. After a discussion with **City Planning & Zoning Administrator Rhonda Yoder** on Thursday morning, Lund proposed that any gravel within the 35-foot front yard setback should be removed and the area restored to grass.

Lund provided an aerial image from 2025 with setback and estimated (proposed) drive dimensions.

Clerk-Treasurer Aguirre said **Carmona** indicated she would remove the gravel in the front yard and just needed to know how much to remove. **Lund** said the gravel in the front yard setback should be removed.

Board member Landis asked for a clarification of the request and whether staff was requesting the removal of gravel in the front yard in exchange for permission for gravel in back of the house.

City Director of Public Works & Utilities Dustin Sailor said, "We feel this is a compromise that they want to put additional gravel on the property. This other gravel space parking was not approved ... so, it's kind of like, you know, now they're asking for additional gravel, but the first gravel was never approved."

Board member Landis asked whether the residents would be able to navigate to the back parking area with reduced gravel in the front. **Lund** said the residents should have a 14-foot wide driving aisle.

Board members discussed how to reconcile the homeowner's request and the City staff recommendation.

Swartley/Myers then made a motion to approve the installation of a gravel parking area at 715 Middlebury Street, beginning 35 feet back from the right of way and extending to the building in the back yard along with asking the owners to remove gravel from the front and plant grass. The motion passed 5-0.



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

Ellen Meihofner, the Marketing & Community Engagement Associate for Interra Credit Union, asked the Board to allow the use of the Powerhouse Parking lot, on West Washington Street, for Interra's annual Shred-It Days. The event will be 9 a.m. to 11 a.m. and 1-3 p.m. on Friday, Oct. 17 and 9 a.m. to 11 a.m. on Saturday, Oct. 18.

Meihofner asked the Board to allow use of the parking lot from 7:30 a.m. to 3:30 p.m. on Oct. 17 and 7:30 a.m. to noon on Oct. 18. She also requested the use of four barricades from the City Street Department.

In her written request to the Board, Meihofner wrote that Shred-It days has become a popular annual event. She also provided these details about it:

- To encourage ID theft prevention and recycling, Interra brings in Mountain High Shredding with its 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 the orderly entrance into and exit from the parking lot.
- As an example of its popularity, the total in 2024 was almost 26,000 pounds collected.

Swartley/Myers made a motion to allow use of the Powerhouse parking lot from 7:30 a.m. to 3:30 p.m. on Friday, Oct. 17 and 7:30 a.m. to noon on Saturday, Oct. 18 as well as the use of four barricades from the City Street Department. Motion passed 4-0.

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

Darin Derstine of Derstine Painting Plus+ requested the temporarily closure of the sidewalk in front of GoDance Studio, 113 East Lincoln Ave., from Sept. 29 to Oct 1, 2025. In addition, for one of these days, he requested the alley be closed at Lincoln as two of the windows are on the alley side of the building.

Derstine said this closure is necessary to use a 26-foot high hydraulic lift to ensure the safety of workers and the public during removal of six old aluminum storm windows on the second story of the building in preparation to install replacement windows from the inside of the building.

In his written request, Derstine indicated that the lift is 48"x 126" with extensions out, which will still leave 4 feet of the sidewalk to be open for pedestrians. He said he would 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 would be followed.

In an email to Derstine, City Engineering Project Manager Andrew Lund said the entire sidewalk in front of GoDance would need to be closed, as the remainder of the sidewalk left outside of the lift footprint would not be ADA compliant. Also, Lund said there may be a slight void under the sidewalk, but it appears that this is closer to the building (under the awning). Lund also informed Derstine that a Type 2 barricade that would be detectable by pedestrians with low vision would need to be used to block the sidewalk.

Swartley/Myers made a motion to approve the closure of the sidewalk in front of the GoDance building, 113 E Lincoln Ave., and the adjacent alley from Sept. 29 through Oct. 1, 2025, for use of a hydraulic lift to replace windows. The motion passed 5-0.



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

Before the meeting, **Mayor Leichty** provided Board members with a two-page memorandum, dated Sept. 4, 2025, explaining the proposed AmeriCorps Program for 2025-2026. It included a program overview, a funding summary and funding sources and the proposed placements and scope of work. **(EXHIBIT #1)**. **Mayor Leichty** said:

"As we have in years past, the City of Goshen, has been a placement for AmeriCorps members. The City pays for a portion of their membership fee, and the rest is subsidized through federal grants. And as you may remember, last year those grants funds were suspended and the City kicked in an additional amount to help those AmeriCorps members continue their service projects to completion.

"So, they were about nine months through their 12 months of service and they would have lost the last three. They did lose their health insurance coverage, which they had through the program, but they at least got paid for their time that they committed to the City. The weird thing about that grant termination last year is that there was a budget to continue the program this year, so they truncated the program last year, but then they had funds and they have continued the program for this year.

Mayor Leichty continued, "It definitely required some careful contemplating and I have talked to the various Department heads that are eager to host another AmeriCorps member, and they would very much like for us to proceed again because it's been such a valuable resource for the City.

"I provided you with a brief a document that talked about the service placement opportunities that these young professionals would have in the City and that includes everything from aiding with our GIS and our Engineering Department to assisting with Land Management and operational efficiency with the Parks Department, aiding the Environmental Resilience Department with our tree management program as well as other operational efficiencies with the Stormwater Department."

Mayor Leichty said the Stormwater Department project "is important and aligns with some of the requirements that the City would be doing – an assessment of our stormwater basin and making sure that we're keeping on top of that data management that we are required to turn into the State.

"So, this would be a total of five members and typically the cost for each member to the City would be \$15,000 each. This year, because we have the forestry grant, two of those members would be covered by the forestry grant and then MACOG has been so impressed with the work that's happened through our Engineering and GIS program that they have offered to kick in the \$15,000 for that member.

"So, that leaves the City's direct cost out of our General Fund at \$30,000. So, for less than what we would pay for an entry level person, we were getting five for almost a year. So, while we recognize there's a lot of concerns about being as careful as we can, we feel like this is one way that we can" benefit.

The **Mayor** concluded, "We're not making long-term commitments to the employees. This is a short-term service assignment for roughly a year. They would start in October and then they would conclude their term around the end of August of next year. And then beyond that, we have no additional obligations that the program would be concluded. So, I hope that the Board will consider approving the request to move forward with that agreement."

Board member Landis asked when the federal government might decide whether to continue or end the program.

Mayor Leichty said it was unclear at this time. However, she said the AmeriCorps members are aware of the risk.

Mayor Leichty said, "They know that and it's also something that I've communicated with each of the department heads that, given the constraints on the City's budget, that should that happen again this year, it would be necessary to conclude those terms. We wouldn't be able to pull additional funds out to cover those."



Mayor Leichty added that the AmeriCorps members “are entering this with the understanding that if it gets interrupted, then we’re just unfortunately done.”

Board member Landis asked if the work of the service members would be wasted if the program were abruptly shut down. **Mayor Leichty** said, “Well it would be wasted ... I mean, they’re making major investments in doing these research projects and if you get 9/10ths of the way through it and don’t get to write your analysis at the end, having data isn’t very useful if you don’t have an opportunity to analyze it and provide recommendations. So, I mean, there’s some risk involved but we feel like the benefit of having those young professionals working with the City outweighs the risks. But it’s a legitimate question.”

Board member Swartley said she wondered whether five young people would be willing to take the risk of applying for the program with this amount of uncertainty about the future. **Mayor Leichty** said she understood young people were still signing up for the program.

Aaron Sawatsky Kingsley, Director of the City Department of Environmental Resilience, said post-college students have been contacting the City and are interested in this opportunity. He said, “If they’re not already aware, they will certainly be aware what happened six months ago and that there is there is an unknown risk.”

Board member Swartley said applicants should be advised about the risk they were taking. **Sawatsky** agreed.

Swartley/Myers made a motion to 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. The motion passed 5-0.

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

City Attorney Bodie Stegelmann said City of Goshen staff members want 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.

Stegelmann said work on the project would commence on or about Oct. 1, 2025, with an implementation fee of \$14,317 and an annual maintenance fee of \$8,439.20.

Stegelmann said the Police and Fire departments have contracted with Lexipol to revise and update their policies and that has kept them compliant with state laws and court decisions. He said the agreement will also allow the City to put the City’s policy manual online.

Mayor Leichty said, “One of the things that I appreciate, as Bodie mentioned, is just as there are legislative changes happening, there is that annual review process and then of course any of those changes would come back to staff as part of our update process and before this body. So, there would be additional opportunities for review and feedback as there are changes.”

Swartley/Myers made a 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. The motion passed 5-0.

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

City Director of Public Works & Utilities Dustin Sailor said Phend & Brown is requesting a two-phase full lane closure on Kercher Road east of the railroad tracks to enable workers to safely and efficiently remove and replace two storm structures.



Sailor said Phase one will close eastbound traffic Saturday, Sept. 13 to Wednesday, Sept. 17. Phase two will close the westbound traffic Wednesday, Sept. 17 to Saturday, Sept. 20.

The Maintenance of Traffic detour plan for the eastbound and westbound single lane road closure was attached to the agenda packet.

Swartley/Myers made a motion to the Kercher Road single direction full road closure in two phases from Sept. 13 through Sept. 20, 2025. The motion passed 5-0.

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

BACKGROUND:

The City of Goshen Common Council adopted an annual stormwater user fee on Aug. 24, 2006, and the Board of the Goshen Department of Stormwater Management adopted it on Aug. 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 storm water 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)

Previously, 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.

Proposed 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 it is expected to be very helpful.

One example of this is that the City 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 the City's 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.

At the Sept. 4 Board of Public Works and Safety meeting, City Director of Public Works & Utilities Dustin Sailor provided an overview of the request. Sailor said:

"The next (request) is service contract and this is part of our Stormwater Department and part of our Elkhart County Stormwater partnership ... In general, what is going on with this service agreement is that we currently digitize; we take aeriels and trace the hard surface areas on each parcel, primarily focusing on the commercial properties. Residential properties are just evaluated based on a flat equivalent Res Unit.

"So, we don't actually map out the hard surface areas on residential property. With this software, Ecopia, what they do is they have artificial intelligence that will evaluate each parcel and so this will be the first complete composite of hard surface area across the entire Elkhart County.

"So, it's anticipated to reduce staff time as far as evaluating it and then also give a larger picture of what that hard surface area is and it's not just for assessing the stormwater fee, but it also helps evaluate what our environmental impacts are for runoff. More hard surface equals more run off.

"It's a three-year contract total of \$130,300. It's broken up there and the way we worked with the Elkhart County Partnership is that we pay a per rata share based upon our percentage of ERU's assessed for our area. So, in the first year – \$10,000 the first year and then the second year \$7,000. And then third year, roughly that amount as well."

Clerk-Treasurer Aguirre pointed out that in the past members of the Elkhart County Partnership have not always agreed about funding decision and he asked if the contract with Ecopia would go forward if the parties did not provide funding. **Sailor** said it would not go forward if not all parties agree to proceed.

In response to a question from **Board member Landis**, **Sailor** said the other parties are Bristol, Elkhart and Elkhart County. He said Nappanee, Middlebury and Millersburg are not part of the partnership.

Still, **City Stormwater Coordinator Jason Kauffman** said Ecopia's work "will give us a full accounting for Elkhart County, (including) the incorporated areas, but fees are not assessed in those areas."

Swartley/Myers made a motion to 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. The motion passed 5-0.



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

Mayor Leichty opened Privilege of the Floor at 4:31 p.m. There were no comments.

The Mayor then opened hearing on an order from the Building Commissioner.

REVIEW/COMPLIANCE HEARING ON BUILDING COMMISSIONER ORDER:

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 and Barb Swartley

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

Mayor Leichty opened a hearing to receive and review a Final Report for 214 E. Clinton Street (Alvarez Restoration, LLC, property owner).

BACKGROUND:

In a May 22, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that the unsafe building matter concerning 214 E. Clinton Street has now been fully resolved.

Shuler wrote, "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."

Shuler concluded, "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."

SEPT. 4, 2025 DISCUSSION AND FINAL HEARING FOR THE PROPERTY AT 214 E. CLINTON STREET:

Assistant City Attorney Don Shuler said the prolonged unsafe building action concerning 214 E. Clinton Street has now been fully resolved. He provided a summary of the matter by using a seven-page PowerPoint presentation, dated Sept. 4, 2025, titled "Unsafe Building Resolution – Staff Update Report." (**EXHIBIT #2**). **Shuler** said

- The property was found unsafe in 2021 due to fire; a demolition order was affirmed by the Board of Works in January 2022
- Multiple legal challenges and appeals eventually resulted in the order being upheld by the Indiana Court of Appeals in November 2024.
- There was a new Owner in the Fall of 2024 – Alvarez Renovation, LLC.
- The property has now been fully rehabilitated. And an Order of Rescission was issued by the City Building Commissioner, per this Board's May 22, 2025 order.

Shuler displayed a series of photographs taken after the fire that showed significant damage. He said the property remained in that condition for a long time because of a series of appeals.

Shuler then showed the Board photographs of the property after renovations into a single-family home. He said the property is no longer unsafe, has passed all building inspections and is ready for occupancy.

Shuler said he could bring similar updates on other properties if the Board would like.



In response, **Mayor Leichty** said, "This report really highlights the important work of our Building Department and our Legal Department to work tenaciously at blight remediation in our community. It's one of the things that I get asked about most frequently as it's been a concern for many locations throughout the City of what's happening to these blighted properties.

"And seeing the progress and being able to report back to our constituents is certainly beneficial to me and just really highlights the very hard work. It's years, literally years and years' worth of work to bring these projects into an improved state."

Board member Myers responded, "I agree with the Mayor on this; that it is good to see this instead of the 'before' pictures, the way that building has been for all these years. I know it took time to do this, but still figure how long I'd sit there a burned out shell and now it can be fully occupied. Good job. Thank you."

Shuler said, "It's mainly the Building Department." **Board member Myers** said, "It's a good team. I'm proud of them."

Board member Landis said that as with other unsafe properties, the Board sometimes convenes many hearings on properties and doesn't always know the outcome of years of efforts to seek compliance. He said, "Since this has been reported multiple times, it's good to have a conclusion."

Board member Swartley said, "As I recall, there had been a new Habitat for Humanity House (built) right next door to this just before the fire happened and I'm sure those neighbors are very appreciative. And it looks like a cute little house."

Clerk Treasurer Aguirre said, "This was one of the first properties I learned about when I became Clerk-Treasurer, and my education began about how the City attempted to deal with unsafe properties. It has been such a long journey to get to this point."

Aguirre continued, "I remember (City Attorney) Bodie (Stegelmann) telling me that the history of this building went back more than 20 years and that when they were doing some cleaning up and sorting through files for the Legal Department, there was like a 30- or 40-year history of this property."

"This property was also along my regular walking path, so I walked by it regularly and saw the condition that the neighbors had to put up with this home. This is a home that had multiple fires, that had people camping in it. It was in unsecured, so it was also a property police had to deal with."

"And I vividly remember when (property owner) Ron Davidhizar came (to the Board) and talked about this property, it was hard not to laugh because when he saw pictures showing holes in the roof and the walls were charred, Davidhizar said all that was needed was to scrape that off."

Aguirre concluded, "It was a long ordeal and it's really to the credit of the Building Department, the Legal Department, the Mayor and this Board that it's gotten to this point. I don't get a chance to say anything very often during these hearings, but I just want to reflect on that because the contrast that you see 'before' and 'after,' is amazing and there was a point where it looked like that house was just going to go down."

Mayor Leichty concluded the hearing by stating, "Thank you for your report. Appreciate your good work."

APPROVAL OF CIVIL & UTILITY CLAIMS

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

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:41 p.m.



EXHIBIT #1: *A two-page memorandum, dated Sept. 4, 2025, by Mayor Leichty explaining Goshen's proposed AmeriCorps Program for 2025-2026. It included a program overview, a funding summary and funding sources and the proposed placements and scope of work. The memo was distributed to Board members before the meeting.*

EXHIBIT #2: *A seven-page PowerPoint presentation, dated Sept. 4, 2025, and titled "Unsafe Building Resolution – Staff Update Report" prepared and presented by Assistant City Attorney Don Shuler during a final hearing on the property.*

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



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE SEPTEMBER 11, 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 4:01 p.m.

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

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the addition of agenda item #10, *Engineering Department request: Approve Indiana Avenue bridge closure*. Board member Orv Myers made a motion to approve the agenda as presented. Board member Mary Nichols seconded the motion. The motion passed 5-0.

1) Open proposal request: For the sale of Third Street and Jefferson Street real estate, read aloud the proposal's name and offer, and refer proposals to the Redevelopment Commission for further consideration

BACKGROUND:

In a Sept. 11, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that the Redevelopment Commission issued a Request for Proposals to Purchase Real Property for the real estate located west of Third Street, east of River Race Drive, north of Jefferson Street, and south of the east/west alley between Jefferson Street and Washington Street. Located in the 200 block of 3rd Street, the property consists of four (4) parcels of real estate and totals 0.687 acres in downtown Goshen.

Shuler wrote that the first deadline for full-price offers was Aug. 12, 2025, and no proposals were received. Per statute, the second deadline for any other offers is Sept. 11, 2025, by 3:30 p.m., to be opened by the Board of Public Works and Safety at its meeting on that date.

At the meeting, **Mayor Leichty** asked if there were any other proposals anyone wanted to submit for the Board's consideration. There were not. One bid was received and it was read aloud by the Mayor.

Struxure Development, LLC of Goshen submitted a proposal for 32 garden view apartments for the property. Struxure proposed the construction of 32 residences on the site – 28 two-bedroom units and 4 one-bedroom units (each with its own private front door, courtyard door and stair) renting from \$1,200 to \$2,200 per month.

Struxure's bid \$1 to purchase the land from the City.

In exchange, Struxure proposed spending \$7.4 million in total development at the site.

Myers/Nichols made a motion to refer the proposal received to the Redevelopment Commission for further consideration. The motion passed 5-0.

2) Police Department awards presentation of the Meritorious Service Award to: Detective Adam Johnson and Patrolman Will Miller for courage, quick thinking, and devotion to the safety of our community
City Police Chief José Miller said he wanted to recognize two members of our department whose actions he said, "exemplify the highest standards of courage, quick thinking, and devotion to the safety of our community."

With the officers standing before the Board, the **Chief** said:

"On Aug. 4, 2025, at approximately 3:05 p.m., officers responded to a dangerous domestic incident involving threats of violence with weapons at Kansas Drive in Goshen.



"During this unfolding situation, family members of the accused were trapped in an upstairs bedroom, terrified and at risk as threats escalated.

"It was during this critical moment that Detective Adam Johnson and Patrolman Will Miller placed themselves in significant danger to save their lives. When the victims attempted to escape from a second-story window, these officers did not hesitate.

"They ran toward the danger, positioned themselves below the window, and personally assisted in evacuating three family members. Together, they helped three individuals escape from the second-story window, removing them from imminent harm and ensuring their survival in what could have otherwise could've been a tragic outcome.

"Their selfless actions – rushing to the aid of those in need despite the real and present threat – demonstrate the very essence of what it means to serve and protect. In those moments, Detective Adam Johnson and Patrolman William Miller embodied the courage and commitment that define the men and women of law enforcement and our department."

For their bravery and decisive actions in saving lives, Chief Miller presented Detective Johnson and Patrolman Miller with Meritorious Service Awards. Mayor Leichty thanked the officers for their actions.

3) Police Department request: Approve the promotion of Officer Will T. Miller #199 from the rank of Patrol Officer to the to the rank of Sergeant, retroactive to Sept. 5, 2025

City Police Chief José Miller asked the Board to approve the promotion of **Officer Will T. Miller** from the rank of Patrol Officer to the to the rank of Sergeant, retroactive to Sept. 5, 2025.

Chief Miller said "Officer W. Miller has served with the Goshen Police Department for approximately five years. Throughout his tenure, he has consistently demonstrated exceptional dedication, professionalism, and commitment to both this department and the Goshen community.

"Officer Miller has taken on additional responsibilities at the department to include serving as Evidence Technician, and more recently a Field Training Officer. I am confident that he will make an excellent addition to the leadership of our department, bringing both experience and dedication to our mission of serving the community."

Myers/Nichols made a motion to approve the promotion of Officer Will T. Miller from the rank of Patrol Officer to the to the rank of Sergeant, retroactive to Sept. 5, 2025. The motion passed 5-0.

After approval, Mayor Leichty swore Sgt. Miller into office.

4) Police Department request: Approve the promotion of Officer Justin T. Rayl #204 from the rank of Patrol Officer to the to the rank of Sergeant, retroactive to Sept. 5, 2025

City Police Chief José Miller asked the Board to approve the promotion of **Officer Justin T. Rayl #204** from the rank of Patrol Officer to the to the rank of Sergeant, retroactive to Sept. 5, 2025.

Chief Miller said, "Officer Rayl has served with the Goshen Police Department for more than five years. Throughout his tenure, he has consistently demonstrated exceptional dedication, professionalism, and an unwavering commitment to both this department and the Goshen community. His service as a Drone Pilot, S.W.A.T. Operator and as a Field Training Officer has strengthened the operational capabilities of our department while enhancing the training and readiness of newer officers. These contributions highlight his strong leadership, his ability to mentor others, and his steadfast dedication to excellence in law enforcement.

"With this proven record of service and leadership, he will be an outstanding addition to the leadership team of the Goshen Police Department, advancing our mission to protect and serve with integrity, honor, and commitment."

Myers/Nichols made a motion to approve the promotion of Officer Justin T. Rayl #204 from the rank of Patrol Officer to the to the rank of Sergeant, retroactive to Sept. 5, 2025 The motion passed 5-0.

After approval, Mayor Leichty swore Sgt. Rayl into office.



5) Police Department request: Approve the promotion of Officer Nicholas Hess #237 from Probationary Patrol Officer to the rank of Patrol Officer, effective Sept. 16, 2025

City Police Chief José Miller asked the Board to approve the promotion of **Officer Nicholas Hess #237** from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective Sept. 16, 2025.

Chief Miller said, "Over the past 12 months, Officer Hess has successfully completed his probationary period. During this time, he has consistently demonstrated a strong work ethic, sound judgment, and a clear commitment to the mission of the Goshen Police Department. His professional conduct and reliable performance have proven that he will continue to serve as a valuable asset to both the department and the community we protect."

Myers/Nichols made a motion to approve the promotion of Officer Nicholas Hess #237 from Probationary Patrol Officer to the rank of Patrol Officer, effective Sept. 16, 2025. The motion passed 5-0.

After approval, Mayor Leichty swore Officer Hess into office.

6) Janus Motorcycles request: Approve the closure of the parking lot north of its building for its annual owners' rally, from 5 p.m., Friday, Sept. 19 through noon, Sunday, Sept. 21

Hannah Lehman, representing Janus Motorcycles of Goshen, said the company would be attracting customers from across the country next week for its seventh annual owners rally.

Lehman asked the Board to approve the closure of the parking lot north of its building for the rally. Janus requested the same closure as last year, starting at 5 p.m. on Friday, Sept. 19 through Sunday, Sept. 21, at noon. The parking lot would be closed to the general public and used for Janus' attendees.

In its written request, **Janus staff** indicated that on the night of Sept. 20, there would be a free community party open to the public where people would be able to walk around in the parking lot to see all of the Janus Motorcycles in one spot and enjoy free music.

Janus staff conceded that that the City Utility Office's section of the parking lot (4 marked spaces along with disabled person's parking spots) would need to stay open to be helpful for residents until the close of business (5 p.m.). Afterward, Janus requested that the full parking lot to be barricaded off until Sunday Sept. 21. The parking lot would be gated off, but the alley would not be blocked in any way. Janus requested the use of 12 cones with 12 "no parking" signs and 10 City of Goshen barricades delivered Sept. 16 or 17.

Myers/Nichols moved to approve the closure of the parking north of its building for its annual owners rally, from 5 p.m. on Sept. 19 until noon on Sunday, Sept. 21, 2025. Motion passed 5-0.

7) Clayton Chrisman & Morgan Brew requests: Grant relief from the City's Hard Surface Policy and allow installation of a gravel access driveway to an accessory building at 605 Skyview Drive, allow the installation of a hard surface for a patron parking area as part of a home business and also approve connecting the property's existing public water and sewer service lines to the accessory building

Megan Brew and her fiancée, Clayton Chrisman, said they would like to add on to their driveway and widen it and then add gravel to another hard surface in front of our existing barn.

Mayor Leichty invited comments from the City Engineering Department.

City Engineering Project Manager Andrew Lund said the Engineering Department "would find support" for the applicant's request for relief from the hard surface driveway requirement, at least for the one adjacent property that has a two-track driveway. He said outside of Skyview Drive, there are other properties that do have gravel, but the majority have hard surfaces. Still, he said the department would support relief.

Chrisman said he and his fiancée also want to add water and sewer connections to an accessory building, and bring those lines off of the primary structure. He said they would be asking the City Board of Zoning Appeals for approval to operate a home salon in part of the building. He said they have also been in contact with the Engineering Department about the request.



Lund said the Engineering Department did not object, but it would be good for the Board's motion to include that if the accessory building was ever parceled off from the main structure, that separate water and sewer services would be needed. He said the water and sewer insurance would not be applicable for the services to the accessory subordinate structure.

Board member Landis asked questions clarifying the dimensions of the driveway.

Myers/Nichols then made a motion to approve the relief from the Board of Works and Safety's hard surface policy to allow the applicants to install gravel access to the accessory building at 605 Skyview Drive. The motion passed by a 5-0 vote.

Myers/Nichols then made a motion to approve the request to connect the applicant's accessory structure to the property's existing public water and sewer service lines with the understanding that insurance and any repairs would be the responsibility of the applicants. The motion passed 5-0.

8) Engineering Department request: Approve and authorize the Mayor to sign the agreement with Donohue & Associates, Inc. for \$3,655,100 to provide detailed design and bid support services for the Water System Upgrade & Expansion 2025, South Wellfield project

City Director of Public Works & Utilities Dustin Sailor requested approval for an agreement with Donohue & Associates, Inc. for Phase I, Detailed Design Services for the Water System Upgrade & Expansion for the 2025 South Wellfield project.

Sailor said Donohue's services are for hydraulic studies and design, building and piping design, the creation of Bid Documents, managing the project through the bidding phase, and assisting with contractor selection for the following:

- Construction of a new South Well Field and Water Treatment Plant (WTP)
- Replacement of the Hilltop Booster Station
- Groundwater drainage improvements at the Hilltop Storage Tank
- Aquifer modeling, and distribution system modeling
- Utility upgrades to connect the new facility to existing Water Distribution, sewer, and electrical systems

Sailor said this was a unique project because in July 2025, the Indiana Finance Authority notified the City that the project planning and design phase for our project qualified for an "emerging contaminants" grant due to trace levels of PFAS in one of the wells at the North Plant. He said this project will set the stage to ultimately eliminate the North Wellfield.

Therefore, **Sailor** said any part of the project scope that would replace the North Wellfield is eligible for grant funding. It was determined that nearly 80% of the design fee could be covered by the grant (\$2.9 million) with 13% (\$473,000) covered by applying remaining funds from an existing SRF account and the remaining 7% (\$274,000) would be paid from Water Department funds.

Sailor added, "Normally this would be 100% on the utility rate customers to fund, but because of funding that the State has available, which they came to us for, we're very appreciative."

Myers/Nichols made a motion to approve and authorize the Mayor to sign the agreement with Donohue for \$3,655,100 to provide detailed design and bid support services for the Water System Upgrade & Expansion 2025 for the South Wellfield project. The motion passed 5-0.

9) Engineering Department request: Accept the drainage plan for the Cherry Creek Subdivision, which was prepared by the developer's Indiana licensed professional engineer (The City does not warrant the drainage plan will function as intended and accepts no liability for any failures of the drainage design)

City Director of Public Works & Utilities Dustin Sailor said that pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, Goshen Engineering has reviewed the drainage plan for the Cherry Creek Subdivision, on behalf of the Board of Public Works and Safety.



Sailor said the Goshen Engineering Department finds the proposed drainage plan adequate to maintain on-site runoff from a 1-hour – 100-year rain event, which equates to 3-inches of rainfall in 24-hours.

Sailor said the Engineering Department recommends the Board's acceptance of the plan with the understanding that Goshen Engineering reviewed the drainage plan for general adherence to good engineering practice.

Sailor said the Board should note in its drainage approval that acceptance of the development's drainage plan in no way guarantees the drainage plan and drainage improvements will work as intended and the City accepts no liability for any design failures. All concerns related to the development's drainage improvement are to be referred back to the development's licensed professional(s).

Myers/Nichols made a motion to accept the drainage plan for the Cherry Creek Subdivision, which was prepared by the developer's Indiana licensed professional engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for any failures of the drainage design. The motion passed 5-0.

10) Engineering Department request: Approve the Indiana Avenue bridge closure

City Director of Public Works & Utilities Dustin Sailor said Butler, Fairman & Sufert has requested permission to close the Indiana Avenue bridge over the Elkhart River on Wednesday, Sept. 17, starting at approximately 10 a.m. The road will be closed between River Avenue and Chicago Avenue to allow BF&S to complete bridge inspections.

Myers/Nichols made a motion to approve the one-day closure of the Indiana Avenue Bridge, between Chicago Avenue and River Avenue, on Sept. 17, 2025. The motion passed 5-0.

NOTE: The Engineering distributed to Board members a memorandum, dated Sept. 11, 2025, with three attachments requesting and explaining the proposed bridge closure (EXHIBIT #1).

11) Planning and Zoning Department request: Accept Cherry Creek Phase One – Section One subdivision plat with dedications and easements, including the added document reference for the geothermal easement, and acknowledge the entrance signs within the public right of way of Cherry Creek Lane and Edison Drive

City Planning & Zoning Administrator Rhonda Yoder said this request was related to the drainage plan that the Board just accepted. She said this was for the Cherry Creek Phase One – Section One is a 106-lot mixed use residential and commercial subdivision, containing ±60.73 acres, generally located east of Regent Street and north of Waterford Mills Parkway, and zoned Residential R-3PUD (Planned Unit Development).

Yoder said the subdivision meets the Zoning Ordinance, Subdivision Ordinance, and Cherry Creek PUD requirements, and is consistent with the primary subdivision approved by the Plan Commission on Oct. 15, 2024.

Yoder said the Board just accepted the subdivision drainage plan. She said public infrastructure is being constructed through a development agreement, and a bond purchased by the developer is in place. She added that the plat includes dedication of right of way for new streets and includes a number of easements.

Yoder said a geothermal easement located on property owned by City of Goshen Department of Redevelopment and benefitting Lots 1 and 2 was approved Wednesday by the Goshen Redevelopment Commission on Sept. 9, 2025, after the submittal of this item for the Board of Works' agenda, and the recorded easement document reference added to pages 2, 5 and 9 for the subdivision plat that is to be signed and recorded. The plat copy submitted for the Board of Works' agenda included the space for the document reference.

In addition to plat acceptance, **Yoder** said Cherry Creek is proposing entrance signs located within the public right of way of Cherry Creek Lane and Edison Drive. These signs were included as part of the Cherry Creek PUD and PUD site plan but should be acknowledged by the Board of Works because of their location within the public right of way.

Yoder asked the Board to accept Cherry Creek Phase One – Section One subdivision plat with dedications and easements, acknowledge the entrance signs within the public right of way of Cherry Creek Lane and Edison Drive, and sign the plat.



Myers/Nichols made a motion to accept Cherry Creek Phase One – Section One subdivision plat with dedications and easements, including the added document reference for the geothermal easement, and acknowledge the entrance signs within the public right of way of Cherry Creek Lane and Edison Drive. The motion passed 5-0.

12) Clerk-Treasurer's Office request: Approve and authorize the Clerk-Treasurer to sign the agreement with Peterson Consulting Services Inc. to assist the City with financial reporting related to capital assets as required by the Government Accounting Standards Board Statement No. 34 for the fixed fee of \$5,975, plus reimbursable expenses not to exceed 1250.

Clerk-Treasurer Aguirre asked the Board to approve a contract with Peterson Consulting Services, Inc., to assist the City with its financial reporting related to its capital assets as required by Government Accounting Standards Board Statement No. 34. He also asked the Board to authorize Clerk-Treasurer Aguirre to sign the agreement.

Aguirre said the agreement is for a fixed fee of \$5,975, plus reimbursable expenses not to exceed \$250. All work is expected to be completed within 90 days. Last year the agreement with Peterson was for \$5,850.

Aguirre added that the report is a necessary component of the City's Annual Financial Report and documents the value of the City's land, Infrastructure, buildings, equipment, improvements and depreciation.

Mayor Leichty confirmed that the report will include the City's fleet of vehicles. She added, "I know a lot of departments contribute to maintaining these records." The Mayor gave a "shout out" to Central Garage Administrative Assistant Jackie Gibbs for her work in that regard.

Mayor Leichty added, "I know how hard she works to maintain that fleet inventory, even with our software that we've been using for the last couple years that is at end of life, so we're going to get some new asset management software for the Central Garage, and that should help for this report. Ultimately, we're looking at asset management software more broadly, too, to aid the Clerk Treasurer's Office in doing some of that work as well."

Myers/Nichols made a motion to approve and authorize Clerk-Treasurer Aguirre to sign the agreement with Peterson Consulting Services Inc. to assist the City with financial reporting related to capital assets as required by the Government Accounting Standards Board Statement No. 34 for the fixed fee of \$5,975, plus reimbursable expenses not to exceed \$250. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:39 p.m.

City Engineering Project Manager Andrew Lund said Norfolk-Southern informed the City this morning that it would begin to close railroad crossings in Goshen. He said the Ferndale Road crossing would be closed this afternoon. The railroad then planned to close the Peddler's Village Road and Greene Road crossings early next week, likely Monday and possibly continuing Tuesday. He said some closures might last more than two days.

Mayor Leichty said she hoped this information would be communicated by the City as well as the *Goshen News*.

APPROVAL OF CIVIL & UTILITY CLAIMS

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



ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:40 p.m.

EXHIBIT #1: A one-page memorandum, with three attachments, dated Sept. 11, 2025, that was prepared by the City Engineering Department and distributed to Board members requesting and explaining the proposed closure of the Indiana Avenue bridge closure on Sept. 17, 2025 for an inspection by Butler, Fairman & Sufert. This request was an added agenda item and the Board approved the closure.

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



CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY

MINUTES OF THE SEPTEMBER 18, 2025 MEETING

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

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

Absent: Mary Nichols

Call To Order: Mayor Leichty called the meeting to order at 4:02 p.m.

Review/Approve Agenda: Mayor Leichty presented the agenda as prepared by Clerk-Treasurer Aguirre with added agenda item: #2. *Engineering Department request: Approve the partial closure of Clinton Street for asphalt milling and paving.* Board member Barb Swartley made a motion to approve the agenda as amended. Board member Mike Landis seconded the motion. The motion passed 4-0.

1) Legal & Engineering Departments request: Approve contract for 2025 Clinton Street Asphalt Milling Project with Specialties Company, LLC

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, said the City solicited proposals from four contractors for the 2025 Clinton Street Asphalt Milling Project. She said Specialties Company, LLC of Fishers, Indiana was the only company that responded to this request.

Marks said the total estimated project cost was \$16,323.08, which included \$12,074.08 for Bituminous Surface Milling, Class II, 2.0 inches and Bituminous Full Depth Milling, Class IV, less than 8 inches.

Marks recommended that the Board approve and authorize the Mayor to execute the contract with Specialties Company for this project. She said payment to the contractor would be based on the above unit prices for the work done and the actual number of units used for each work item.

Shannon said the reason this project was brought to the Board on such short notice was because Specialties Company will be doing the milling of Clinton Street, and then the City Street Department will be doing the paving. She said the City wanted to complete this project in the fall while it still can.

Board member Landis asked if the proposed project cost was about what the City Engineering Department estimated, pointing out there was only one proposal received. **Marks** said it was.

Swartley/Landis made a motion to approve and authorize the Mayor to execute the contract with Specialties Company, LLC for the 2025 Clinton Street Asphalt Milling Project. The motion was approved on a 4-0 vote.

NOTE: Before the meeting, **Shannon Marks**, the Legal Compliance Administrator for the City Legal Department, distributed to Board members a one-page memorandum, dated Sept. 18, 2025, concerning the proposed contract for the 2025 Clinton Street Asphalt Milling Project with Specialties Company, LLC. Attached to the memo was an eight-page contract with Specialties Company, LLC and a 12-page Specifications and Contract Document for the project. This packet of documents is attached to these minutes as **EXHIBIT #1**.

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

At 4:05 p.m., Mayor Leichty opened the public comment period.

2. Engineering Department request: Approve the partial closure of Clinton Street for asphalt milling and paving

City Engineering Project Manager Andrew Lund said he was bringing a request related to the just-approved contract for the 2025 Clinton Street Asphalt Milling Project with Specialties Company, LLC.



Lund said the City Engineering Department was seeking the partial closure of Clinton Street starting as early as next week, Thursday, Sept. 25. He requested permission to close Clinton Street to through traffic, between Greene Road and Indiana Avenue, until Saturday, Oct. 4. He said there may be a "hard closure" of Clinton Street, between Riverside Drive and Indiana Avenue, for one day during that period.

Lund said the Engineering Department requested the closures to complete asphalt milling and paving on Clinton Street. The City Street Department, which will pave the street, will supply traffic control devices for the closure.

Swartley/Landis made a motion to approve the closure of Clinton Street, between Greene Road and Indiana Avenue, from Thursday, Sept. 25 until Saturday, Oct. 4, 2025. The motion passed 4-0.

NOTE: Before the meeting, City Engineering Project Manager Andrew Lund distributed to Board members a one-page memorandum dated Sept. 18, 2025 and titled "Clinton Street Closure (JN: 2025-0002)." This was an added agenda item that was approved by the Board. The memorandum is attached to the minutes as **EXHIBIT #2**.

APPROVAL OF CIVIL CITY & 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 4-0.

ADJOURNMENT

Mayor Leichty then adjourned the meeting at 4:07 p.m.

NOTE: *No audience members were present at the meeting, but as required by state statutes, the news media was notified of the meeting, the agenda was published on the City of Goshen's website and the agenda was posted before the meeting at City Hall and immediately outside the meeting place.*

EXHIBIT #1: *Before the meeting, Shannon Marks, the Legal Compliance Administrator for the City Legal Department, distributed to Board members a one-page memorandum, dated Sept. 18, 2025, concerning the proposed contract for the 2025 Clinton Street Asphalt Milling Project with Specialties Company, LLC. Attached to the memo was an eight-page contract with Specialties Company, LLC and a 12-page Specifications and Contract Document for the project.*

EXHIBIT #2: *Before the meeting, City Engineering Project Manager Andrew Lund distributed to Board members a one-page memorandum dated Sept. 18, 2025 and titled "Clinton Street Closure (JN: 2025-0002)." This was an added agenda item that was approved by the Board.*

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE SEPTEMBER 25, 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: None

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

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

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by Clerk-Treasurer Aguirre with an added item from Building Department – #13 Yaw Construction Inc. request: Approve use of parking spaces downtown to complete the filling in of basement vaults. Board member Mary Nichols made a motion to approve the agenda as amended. Board member Orv Myers seconded the motion. The motion passed 5-0.

1) Downtown Goshen Inc. requests: Approve a street and alley closure and the use of the west and east sides of the Art Alley for the First Friday Harvest Fest on Oct. 3

On behalf of First Friday Inc., **Neil King, Director of Marketing for Eyedart Creative Studio**, requested street and alley closures for the First Friday Harvest Fest on Oct. 3, which will be in collaboration with the City of Goshen's Indigenous Peoples' Day Celebration.

King asked for the closure of the half block of East Washington Street, from 5th Street to the alley, and access to and closure of the alley next to Electric Brew, 118 East Washington St. In addition, he requested use the Art Alley on both the west and east sides of Main Street for a vendor pop-up area. King said affected businesses have been informed of the closures and organizers requested barricades for the closures.

The closures will start at 3 p.m. and end at 9 p.m. on Oct. 3.

Nichols/Myers made a motion to approve closure of the half block of East Washington Street, from 5th Street to the alley, and closure of the alley next to the Electric Brew and use the Art Alley, on both the west and east sides of Main Street, on Oct. 3 from 3 to 9 p.m. The motion passed 5-0.

2) Lacasa request: Approve the temporary closure of the south eastbound lane, parking spaces and sidewalk in front of The Hattle Building, 210 E. Lincoln Ave., from Monday, Oct. 6, through Saturday, Oct. 11, 2025 to ensure the safety of contractors during the installation of a new water supply line

Brad Hunsberger, Senior Vice President for Real Estate Development for Lacasa, requested the closure of the south eastbound lane, parking spots and sidewalk in front of The Hattle Building, 210 E. Lincoln Ave., from Monday, Oct. 6, 2025, through Saturday, Oct. 11, 2025. He said the closure is necessary to ensure the safety of contractors during the installation of a new main water supply line to the building.

In a written request, Lacasa staff requested closure for the full week to account for potential weather-related delays. To ensure compliance with safety regulations, Lacasa obtained a certified traffic control plan from a traffic engineer, David H Boruff, dated September 2022, pursuant to Indiana Department of Transportation guidelines for short or intermediate-term stationary lane closure on three-lane roads. The traffic control plan outlined required safety measures, including the placement of appropriate signage. Directional signs will be placed at 5th Street and 6th Street, instructing pedestrians to cross at those intersections and notifying drivers of the lane closure.

City Engineering Project Manager Andrew Lund said Lacasa will need signage directing motorists around the closure area. Hunsberger said a contractor will provide the signage.



Nichols/Myers made a motion to approve the temporary closure of the southeast bound lane and the parking spots and sidewalk in front of The Hattle Building, located at 210 East Lincoln Ave., from Monday, Oct. 6 through Saturday, Oct. 11 for work by Lacasa.

City Director of Public Works & Utilities Dustin Sailor said Lacasa's final plan for the work and closure needed to be submitted to the City Engineering Department for approval before it was implemented.

Board member Nichols then amended her motion to make approval contingent on final approval of the plan by the Engineering Department. The motion then passed 5-0.

3) Unique Siding Co. request: Approve the temporary closure of the sidewalk in front of GoDance Building, 113 E. Lincoln Ave., and the adjacent alley, from Oct 20-24, 2025

Lynn McCullough of Unique Siding Co. said his company would be installing window trim for a project the Board has already approved.

McCullough requested temporarily closing the sidewalk in front of GoDance Building, 113 East Lincoln Ave., from Oct 20-24, 2025, in conjunction with work being done by Derstine Painting Plus+. In addition, he requested the alley be closed at Lincoln as two of the windows are on the alley side of the building.

McCullough said this closure is necessary to use a lift to ensure the safety of our workers and the public for work on the exterior trim with formed aluminum on the second story of the building after the installation of replacement windows by Derstine Painting Plus+.

McCullough said he would 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. He added that all required safety and compliance measures will be followed.

Nichols/Myers made a motion to approve the temporary closure of the sidewalk in front of the GoDance Building, 113 East Lincoln Ave., as well as the alley at Lincoln, from Oct. 20 through Oct. 24, 2025. The motion was passed 5-0.

4) Legal Department request: Approve a contract for the 2025-2026 Cold Water Meter Testing Project with Vanguard Utility Service, Inc.

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, said proposals were solicited for the 2025-2026 Cold Water Meter Testing Project. A summary of the proposals received for this service were attached to the Board's agenda packet.

Marks recommended that the Board approve and authorize the Mayor to execute the attached contract with Vanguard Utility Service, Inc. for this project. Payment to the contractor for work satisfactorily performed will be based on the established unit prices for the evaluation and testing of each meter size and the actual quantity for each meter size evaluated and tested. Additional work will also be based on the established unit prices for actual work satisfactorily performed and/or actual parts replaced.

Nichols/Myers made a motion to approve and authorize the Mayor to execute the Contract with Vanguard Utility Service, Inc. for the 2025-2026 Cold Water Meter Testing Project. The motion passed 5-0.

5) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement and addendum with Abernethy Schwartz LLC dba BlueConduit to allow the City to participate in their no-cost customer beta program for water main intelligence solution

Assistant City Attorney Don Shuler recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement and Addendum with Abernethy Schwartz LLC dba BlueConduit to allow the City to participate in their no-cost customer beta program for water main intelligence solution, which is more particularly described in Appendix 1 – Customer Requirements & Scope of Work attached to Contractor's Agreement.



Shuler said there is no cost for the City to participate in the aforementioned customer beta program.

According to the agreement, BlueConduit has developed a new predictive modeling product to assess the probability of failure for a water system's distribution water mains. BlueConduit wants to provide the City with the output from the product in the City's Esri GIS environment for the purpose of beta testing and providing feedback on its accuracy and performance, functionality, and potential improvements.

In response to questions from the **Mayor** about whether this agreement was reviewed by the Technology Department and its safety, **City Director of Public Works & Utilities Dustin Sailor** said it has been reviewed and the City expects to benefit from this agreement. He said this will help evaluate water main conditions and predict mains that need to be replaced to prevent future breaks.

Board member Landis asked if the City might pay for this service in the future. **Sailor** said that would be a possibility, adding that the program "should consume new data as it comes in and then continuously adjust its model based upon the new data."

In response to a question from the **Mayor**, **Sailor** said the company would own the data collected and that the city would just be participating as a user. Still, he added that the City would benefit from the agreement.

Nichols/Myers made a motion to approve and authorize **Mayor Leichty** to execute the Agreement and Addendum with **Abernethy Schwartz LLC dba BlueConduit** to allow the City to participate in their no-cost customer beta program for water main intelligence solution, which is more particularly described in Appendix 1 – Customer Requirements & Scope of Work attached to Contractor's Agreement. The motion passed 5-0.

6) Legal Department request: Approve Resolution 2025-25 to approve two Lease Agreements and a License Agreement Between Elkhart County and the City Of Goshen. One lease agreement will provide space for the Goshen City Court to occupy a portion of the historic Elkhart County Courthouse, the second lease agreement will allow the City Fire Department administration to occupy another portion of the Courthouse and the City will allow Elkhart County to occupy certain fiber optic conduit located within downtown Goshen. **Assistant City Attorney Don Shuler** said attached to the agenda packet for the Board's consideration and approval was Resolution 2025-25, To Approve Two Lease Agreements and a License Agreement Between Elkhart County and the City Of Goshen.

Shuler said one lease agreement provides space for the Goshen City Court to occupy a certain portion of the historic Elkhart County Courthouse and one lease agreement allows the City Fire Department administration to occupy another portion of the historic Elkhart County Courthouse. Also, the City will allow Elkhart County to occupy certain fiber optic conduit located within downtown Goshen.

Under the agreements:

- For the Goshen City Court, the City will rent the space currently occupied by Elkhart County Superior Court IV, including the Courtroom, Judge's office space, Court Clerk's offices, and common spaces, being approximately 4,868 square feet in gross area.
- The term of this lease will be for a period of 59 months, commencing on Oct. 1, 2025, and continuing to Aug. 31, 2030, unless otherwise terminated.
- The City will pay Elkhart County \$1,000 per month, payable in advance, for the first year of this agreement with the rent increasing by 3% each year, commencing on the anniversary date of this agreement.
- In addition to the rent, the City agrees that as additional consideration for this agreement, it will execute, simultaneous with this agreement, a separate perpetual, permanent, and irrevocable license to allow Elkhart County the right to use the conduit depicted in red on a map attached to the agreement to pull and maintain up to a 288 strand fiber cable to be owned, maintained, and replaced as necessary by Elkhart County.



- The City agrees the leased premises will be used only to conduct all Goshen City Court operations, including scheduled City court hearings, office space for City Court Judge and staff, receiving payment from individuals who are paying fines, meetings with probation officers, and other activities necessary for Goshen City Court operations.
- For the City Fire Department administration, the City will rent space at the south end of the second floor of the Elkhart County Courthouse, currently occupied by the Elkhart County Clerk.
- County Commissioners will retain possession and control of the room labeled "County Storage" on the Floor Plan ... and will be entitled to access such room from the stairway of the building at any time, or from the north entrance of the leased premises during normal business hours and after hours.
- The City is entitled to use of the space labeled "Training Room" on the attached Floor Plan, at reasonable times when such room is not being used or otherwise scheduled for use. If the City wishes to use the Training Room, it must first reserve its use of such room with the Commissioners, or the Commissioners' designee.
- The term of this lease will be for a period of 59 months, commencing on Oct. 1, 2025, and continuing to Aug. 31, 2030, unless otherwise terminated.
- The City will pay Elkhart County \$1,500 per month, payable in advance, for the first year of this agreement with the rent increasing by 3% each year, commencing on the anniversary date of this agreement.
- In addition to the rent, the City agrees that as additional consideration for this agreement, it will execute, simultaneous with this agreement, a separate perpetual, permanent, and irrevocable license to allow Elkhart County the right to use the conduit depicted in red on a map attached to the agreement to pull and maintain up to a 288 strand fiber cable to be owned, maintained, and replaced as necessary by Elkhart County.
- The City agrees the leased premises leased will be used only for the Goshen Fire Department administrative offices and all other activities reasonably related to the operation of such offices.
- The City will grant to the County a perpetual, permanent, and irrevocable license to use the City Conduit to pull and maintain, up to a 288 strand, fiber cable ("County Fiber"). Licensee is solely responsible to maintain and replace, as necessary, the County Fiber. Licenser and Licensee agree that County may remove the County Fiber for any period of time without relinquishing its rights under this License.
- Elkhart County hereby expressly disclaims any and all liability for damage to the personal property in the Leased Premises. The City must indemnify and hold harmless Elkhart County against all costs and expenses and/or liability arising out of or based upon any claim accident or injury resulting from the City's use of the Property or occupancy of the Leased Premises.
- The City further agrees to maintain in full force and effect during the term of this Agreement a policy of liability insurance on the premises in a minimum amount of \$1,000,000 per occurrence, subject to an amount not less than \$2,000,000 aggregate limit covering bodily injury (including death), personal injury, property damage including, without limitation, all contractual liability for such injury or damage assumed by City under this Agreement (this policy must cover, but is not limited to, liability arising from premises and operations, independent contractors, Goshen City Court operations, personal and advertising injury, and blanket contractual liability). the City agrees to keep on deposit at all times during the term of this Agreement a certificate of proof issued by an insurance carrier that such insurance is in full force and effect and that Elkhart County is a named additional insured. Each certificate shall require that written notice be given to Elkhart County at least thirty (30) days prior to the cancellation or a material change in the policy.

Clerk-Treasurer Aguirre asked about the provisions in the agreement that the City provide insurance for the old Courthouse facilities. He asked where the funds would come from to pay for that. Mayor Leichty said he presumed the funds would come from the Board of Works. Aguirre said he was asking because this had not been discussed with him and he would be meeting Friday with the City's insurance agent.



Nichols/Myers made a motion to approve Resolution 2025-25, to Approve Two Lease Agreements and a License Agreement Between Elkhart County and the City Of Goshen. The motion passed 5-0.

7) Community Development requests: Approve and authorize the Mayor to sign the CBDO and CDBG agreements for Planning, Public Services and Housing activities for Program Year 2025

Community Development Specialist Theresa Cummings asked the Board to approve and authorize the Mayor to sign the following Community Development Block Grant (CDBG) agreements and Community Based Development (CBD) Organization agreement for Program Year 2025:

Public Service Grants:

Boys and Girls Clubs of Elkhart County – Goshen Club	\$5,125
Council on Aging of Elkhart County	\$5,125
Elkhart County Clubhouse	\$4,100
Goshen Interfaith Hospitality Network	\$19,500
Maple City Health Care Center, Inc.	\$5,125
Walnut Hill Early Childhood Center	\$10,250

Housing Grants:

Owner Occupied Rehab - Lacasa, Inc.	\$68,000
Homeownership Assistance – Lacasa, Inc.	\$50,750
Housing Counseling – Lacasa, Inc.	\$1,000
Energy Conservation Multi Family Rehab – Lacasa, Inc. (CBDO)	\$112,172
Planning, Public Service, and Housing Grants Total	\$343,147

Cummings said the planning grant will be used for neighborhood outreach. The public service grants will be used to fund access to early childhood education, daily nutrition programs, mental health support, senior transportation, and primary healthcare. The housing grants will be used to fund the ongoing owner-occupied housing rehab program, homeownership assistance accompanied by housing counseling, and a CBDO project for solar improvements to 12 affordable multi-family housing units

Nichols/Myers made a motion to approve and authorize the Mayor to sign the CBDO and CDBG agreements for Planning, Public Services and Housing activities for Program Year 2025. The motion passed 5-0.

8) Community Development request: Acknowledge the Uniform Conflict of Interest Disclosure by Jeffery Weaver, a Lacasa employee, City consultant and former City Deputy Clerk-Treasurer

Community Development Specialist Theresa Cummings said that former Deputy Clerk-Treasurer Jeffery Weaver has entered into a temporary agreement with the City of Goshen to serve as a consultant during the 2026 budget process. He also started in a position as a Real Estate Financial Analyst for Lacasa of Goshen as of Sept.15, 2025. Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2025. And in the interest of full transparency, Weaver is disclosing his service relative to Lacasa and the City.

Cummings said Weaver has agreed that in his role as a City consultant he is explicitly forbidden from discussing with any agent of the City matters related to, programs funded by the Department of Housing and Urban Development. Weaver has explicitly agreed that he will be unable to interact with any claims or vendors that are tied to Lacasa or CDBG and before the transition he assigned CDBG bank reconciliation duties over to **Clerk-Treasurer Aguirre** in order to avoid a perceived conflict of interest.

Cummings said public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually, as long as Weaver is serving in both capacities as City Consultant and an employee of Lacasa.



Cummings said this annual disclosure is to cover Sept. 15, 2025 through Jan. 31, 2026, when Weaver's consultant contract ends. The disclosure is attached, to be acknowledged by the Board of Public Works and Safety.

Aguirre said he wanted to state for the the record that the agreement that the Board approved for Weaver to serve as a consultant for the City specifically stated that Weaver would not be working on matters related to Lacasa. Also, before he started work, Weaver provided a supplementary statement further restating that provision and adding more detail about matters he would not work on, so that also is on file with the Clerk-Treasurer.

Nichols/Myers made a motion to acknowledge the Uniform Conflict of Interest Disclosure for Jeffery Weaver. The motion passed 5-0.

9) Community Development request: Adopt the 2026 ADA Transition Plan Update and the 2026 Title VI Implementation Plan and grant permission for Mayor Leichty to sign the official Assurance documents, acknowledging both as essential frameworks for federal compliance, equity, and community accessibility City Redevelopment Director **Becky Hutsell** asked the Board to formal adopt the 2025 Americans with Disabilities Act (ADA) Transition Plan Update and the 2025 Title VI Implementation Plan.

Hutsell said when the packet was circulated Tuesday, City staff did not have all the appendices in place, which include resolutions, previous approvals, and other documents. So, today Hutsell provided:

- The Title II/ADA Transition Plan, September 2025, a 61-page document (**EXHIBIT #1**)
- The Title VI Implementation Plan, September 2025, a 48-page document (**EXHIBIT #2**)

Hutsell also said the City Legal Department prepared two resolutions for the Board to pass:

- Goshen Board of Public Works & Safety **Resolution 2025-26**, Adopting the 2025 City of Goshen Title II – Americans with Disabilities Act Transition Plan (**EXHIBIT #3**)
- Goshen Board of Public Works & Safety **Resolution 2025-27**, Adopting the 2025 City of Goshen Title VI Implementation Plan (**EXHIBIT #4**)

In summary, **Hutsell** said both the ADA Transition Plan and the Title VI Implementation Plan are federally mandated requirements for municipalities that receive federal financial assistance. She described the plans as follows:

- **ADA Transition Plan:** Required under the Americans with Disabilities Act of 1990, this plan outlines the City's efforts to identify and remove barriers to accessibility in public facilities, infrastructure, and programs. It demonstrates our ongoing commitment to ensure equal access for all individuals, regardless of ability.
- **Title VI Implementation Plan:** Required under Title VI of the Civil Rights Act of 1964, this plan ensures that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under any City program or activity receiving federal funds, on the basis of race, color, or national origin.

Together, **Hutsell** indicated these plans provide a framework for compliance, accountability, and inclusivity in City operations. While adoption is a federal requirement, the City of Goshen recognizes this as an opportunity for continuous improvement. Over the coming year, City staff will:

- Conduct an in-depth review of both plans to refine processes and strengthen compliance measures.
- Provide additional training for City staff to increase awareness, consistency, and accountability.
- Work toward becoming more inclusive and accessible in all programs, facilities, and community engagement efforts.

Hutsell said the City has established a Task force for Community Accessibility, comprised of staff members from Engineering, Buildings & Grounds, the Mayor's office and Legal, to provide support and perspective in this process. This Task force will work closely with the Human Resources Director, who serves as the acting coordinator for both the ADA Transition Plan and the Title VI Implementation Plan. Hutsell said their collaborative efforts will ensure stronger oversight, meaningful engagement, and measurable progress toward inclusivity and accessibility goals.

Hutsell said the Title VI plan is something that has to be done annually, so the City intends to continue moving forward with that. She said the ADA plan will be updated every other year.



Hutsell asked the Board to approve Resolution 2025-26, which is the approval for the ADA plan, as well as Resolution 2025-27, for the Title VI Implementation Plan.

Mayor Leichty expressed appreciation to **City Engineering Project Manager Andrew Lund** and **City Redevelopment Director Becky Hutsell** for working so hard on these documents. She said, "I know there were many late hours put in to complete this by the deadline that was needed, and I just appreciate all of your hard work to accomplish this herculean task. It's important work for the City, and I just want to make sure you get the recognition you deserve."

Nichols/Myers made a motion to approve Resolution 2025-26, Adopting the 2025 City of Goshen Title II – Americans with Disabilities Act Transition Plan, and allow Mayor Leight to sign the official Assurance documents, and to approve Resolution 2025-27, Adopting the 2025 City of Goshen Title VI Implementation Plan, and allow the Mayor to sign to sign the official Assurance documents. The motion passed 5-0.

10) Water Treatment & Sewer Collection Department public announcement: The Fall Hydrant Flushing Program will begin Monday, Sept. 29 and continue through Friday, Oct. 3, 2025, weather permitting

Kyle Weldy, the City Water Quality Manager, informed the Board that Goshen Utilities will start the fall hydrant flushing program beginning Monday, Sept. 29 through Friday, Oct. 3, 2025, weather permitting.

Weldy said from Sept. 29 through Oct. 3, City crews we will be flushing during daylight hours from 8:30 a.m. to 3:30 p.m. in the upper pressure zone, which is everything northeast of U.S. 33 and the Norfolk Southern tracks.

Night-time flushing from 9 p.m. to 6 a.m. will take place as follows:

Monday, Sept. 29, on Madison and 10th streets, heading south to the City limits and between the Norfolk Southern tracks and U.S. 33 to the City limits south.

Tuesday, Sept. 30, between Cottage Avenue and 10th Street from the Norfolk Southern tracks south to the city limits; between Lincolnway East and the Norfolk Southern tracks east to the city limits.

Wednesday, Oct. 1, between Pike Street and the City limits south; between North Greene Road and Cottage Avenue.

Thursday, Oct. 2, between Norfolk Southern and the City limits south; between North Greene Road and the city limits west.

In a memo to the Board, City staff advised residents to avoid doing laundry on the day City crews are close to their homes, due to the rust that crews are removing from water mains. If residents have a problem with their laundry, they can call the Utilities Office at 574-534-5306 and they will be provided special soap to use to remove discoloration. City residents can go to the city's website, type in their addresses on an interactive map and learn when work will take place in their neighborhoods.

Mayor Leichty thanked team members for their work.

There was no Board action because this was an information-only item.

13) Yaw Construction Inc. request: Approve use of six parking spaces downtown on Sept. 26, 2025 to complete filling in of three basement vaults

On behalf of Yaw Construction Inc., **City Building Commissioner Myron Grise** requested two parking space closures each in front of the following businesses: 201 South Main Street, 211 South Main Street and 213 South Main Street. Grise said this request was for Friday, Sept. 26 at 10 a.m. to complete footers in basement vaults at the three locations previously specified.

Mayor Leichty said she was glad to see this work progressing.

Grise said, "The walls will be coming, but we still haven't finished everything up on that so that they can be bid out yet. That's coming soon."



In response to a question from Board member Landis, Grise clarified the locations of the work and duration of the parking space closures. Grise added, "I was up there this morning, and we talked to all the businesses ... It shouldn't take more than a couple hours, Yaw is thinking, because it's just for the footers in the basement."

City Engineering Project Manager Andrew Lund raised a question about the safety of pedestrians. Grise responded, "I'll make sure that the sidewalks are blocked off a little bit, too, because there'll be pouring concrete."

Nichols/Myers then made a motion to approve the closure of two parking spaces in front of 201 South Main Street, as well as two parking spaces in front of 211 and 213 South Main Street on Friday, Sept. 26, 2025. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:32 p.m. There were no comments.

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. Board member Nichols seconded the motion.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:33 p.m. Board member Landis said he agreed.

EXHIBIT #1: *The City of Goshen Title II/ADA Transition Plan, September 2025, a 61-page document which was presented to the Board of Public Works and Safety during consideration of agenda item #9, Community Development request: Adopt the 2026 ADA Transition Plan Update and the 2026 Title VI Implementation Plan and grant permission for Mayor Leichty to sign the official Assurance documents, acknowledging both as essential frameworks for federal compliance, equity, and community accessibility.*

EXHIBIT #2: *The City of Goshen Title VI Implementation Plan, September 2025, a 48-page document which was presented to the Board of Public Works and Safety during consideration of agenda item #9, Community Development request: Adopt the 2026 ADA Transition Plan Update and the 2026 Title VI Implementation Plan and grant permission for Mayor Leichty to sign the official Assurance documents, acknowledging both as essential frameworks for federal compliance, equity, and community accessibility.*

EXHIBIT #3: *Goshen Board of Public Works & Safety Resolution 2025-26, Adopting the 2025 City of Goshen Title II – Americans with Disabilities Act Transition Plan, which was approved by the Board during consideration of agenda item #9, Community Development request: Adopt the 2026 ADA Transition Plan Update and the 2026 Title VI Implementation Plan and grant permission for Mayor Leichty to sign the official Assurance documents, acknowledging both as essential frameworks for federal compliance, equity, and community accessibility.*



EXHIBIT #4: *Goshen Board of Public Works & Safety Resolution 2025-27, Adopting the 2025 City of Goshen Title VI Implementation Plan, which was approved by the Board during consideration of agenda item #9, Community Development request: Adopt the 2026 ADA Transition Plan Update and the 2026 Title VI Implementation Plan and grant permission for Mayor Leichty to sign the official Assurance documents, acknowledging both as essential frameworks for federal compliance, equity, and community accessibility.*

EXHIBIT #5: *A one-page letter, dated Sept. 25, 2025, and distributed to the Board of Public Works & Safety from Kerry E. Yaw of Yaw Construction Inc. requesting the closure and use of six downtown parking spaces on Sept. 26, 2025 during work to complete the filling of basement vaults at three locations. The letter was presented by City Building Commissioner Myron Grise. The request was approved.*

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



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: Oct. 9, 2025
Subject: Partial closure of Main Street for replacement of two rooftop condensers

Good afternoon. We have two condensers on the roof which will require a crane setup, at 133 South Main Street.

The actual time that the crane will be on site would be no more than 2 hours. I don't have a hard date. I am waiting for a response from Graber Crane. What time frame do I need to coordinate with crane company?

To the best of my knowledge, accessing from Washington Street is not possible. We will need to set up on Main Street for about 2 hours at the most. Andrew (Lund) had marked what area would need to be closed.

Thank you.

Brian Hershberger

HVAC Installation Manager

Bill's Heating Inc., 2526 Dierdorff Road, Goshen, IN 46526

Email: brian@billsheatinginc.com

Phone: 574-533-2079 ; Mobile: 574-320-5500

Oct. 1, 2025

Brian:

Good afternoon. For this month (October), there are only two Board of Works meetings – on 10/9 and 10/30. Would scheduling the request for either of those dates work? If not, please let us know.

Also, where will the crane need to sit? If possible, an alley closure would be preferred to closing Main Street; however, if outrigger width is still 22 feet (as it was with the work on Washington Street for 201 S Main Street), then it looks like the crane may need to sit on Main Street.

We (Engineering Department) will review the traffic control plan, but the Board of Works would approve the closure of the street and the parking spaces, and the sidewalk if needed. While the final determination is the Board's, pre-planning is expected: Based on past downtown road closure requests, the Board will want to avoid a closure of Main Street during peak businesses hours, as well as during any First Friday or other downtown event. The Board will want to confirm that all affected businesses have been notified and do not have any major concerns with the closure. Affected businesses would include any within the closure area.

Our preliminary assumption would be that the crane would require, at minimum, a closure of the southbound lane of Main Street, between Lincoln Avenue and Washington Street, including all on-street parking on the west side of the street. The sidewalk would also need to be closed, but (as proposed on Washington Street), the closure of the sidewalk could be performed by flaggers only during the time when the crane is in operation over the sidewalk.

Attached is a rough idea of what we assume the closure may be. Please let us know if this is what you are expecting.

Thank you,

Andrew Lund

Project Manager

Office (574) 534.2201

Direct (574) 533.8622

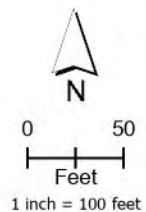
Cell (574) 361.3525



Engineering Department
CITY OF GOSHEN
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133 S. MAIN STREET - CLOSURE FOR HVAC ROOF UNIT

CLOSURE MAP
2025 Aerial Photography

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



CITY OF GOSHEN LEGAL DEPARTMENT

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

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www.goshenindiana.org

October 9, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with Top Notch Service Dogs, LLC for the Purchase of a Facility Dog for the Goshen Fire Department

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with Top Notch Service Dogs, LLC to allow the City to purchase a Facility Dog for the Goshen Fire Department, which is more particularly described in Exhibit A – Proposal from Top Notch Service Dogs LLC to Purchase, Educate and Train a facility Dog and City Handler(s) for the Goshen Fire Department.

The total cost for the Facility Dog and training is \$15,000. Any additional handler training shall be done at the normal hourly rate of \$250. per hour.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with Top Notch Service Dogs, LLC to allow the City to purchase a Facility Dog for the Goshen Fire Department, which is more particularly described in Exhibit A – Proposal from Top Notch Service Dogs LLC to Purchase, Educate and Train a facility Dog and City Handler(s) for the Goshen Fire Department.

AGREEMENT WITH TOP NOTCH SERVICE DOGS, LLC
FOR THE PURCHASE OF A FACILITY DOG FOR THE
GOSHEN FIRE DEPARTMENT

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Top Notch Service Dogs, LLC** (“Top Notch”), whose mailing address is 22465 CR 104, Elkhart, IN 46514, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Top Notch’s Proposal dated September 3, 2025 and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments;
 - (2) Top Notch’s Proposal dated September 3, 2025.

Section 2. Scope of Services

Top Notch shall provide City the services for the education and training of a dog to assist with its community and staff therapy needs (“Facility Dog”) and City handler(s), which services are more particularly described in Top Notch’s September 3, 2025, proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 3. Effective Date

The agreement shall become effective on the day of execution and approval by both parties.

Section 4. Compensation

- (A) City agrees to compensate Top Notch the sum of \$15,000 for the Facility Dog and training.
- (B) Should any continued education be needed for the Facility Dog, City and Top Notch shall mutually agree upon the amount, type and cost of additional training prior to any further training being performed based on the available options listed in paragraph 3, Continued Education of attached

Exhibit A. Should any additional training be needed for City handler(s), City and Top Notch shall mutually agree upon the amount of time needed prior to any further training being performed to be paid at Top Notch's normal hourly rate of \$250/hr. unless otherwise agreed in writing per paragraph 1, Services and Fees, of attached Exhibit A. City will compensate Top Notch for the additional education/training per the mutual agreement(s) between City and Top Notch.

Section 5. Payment

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

City of Goshen
c/o Goshen Fire Department
209 N. 3rd Street
Goshen, IN 46526
Email is also acceptable at fireambulance@goshencity.com

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

- (A) Top Notch shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Top Notch shall be under the sole and exclusive direction and control of Top Notch and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Top Notch and/or Top Notch's employees, agents or subcontractors.

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Force Majeure

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

Section 15. Default

- (A) If Top Notch fails to perform the services or comply with the provisions of this agreement, then Top Notch may be considered in default.
- (B) It shall be mutually agreed that if Top Notch fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Top Notch shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Top Notch shall be liable to the City for any excess costs incurred.
- (C) Top Notch may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Top Notch of any obligation or duty owed under the provisions of this contract.

- (2) Top Notch is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Top Notch becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Top Notch becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Top Notch or any of Top Notch's property.
- (6) Top Notch is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Top Notch unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Top Notch without the consent of the City.

Section 16. Termination

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

Section 17. Notice

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

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

Top Notch: Top Notch Service Dogs, LLC
Attention: Chrisina Gates
22465 CR 104
Elkhart, IN 46514

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

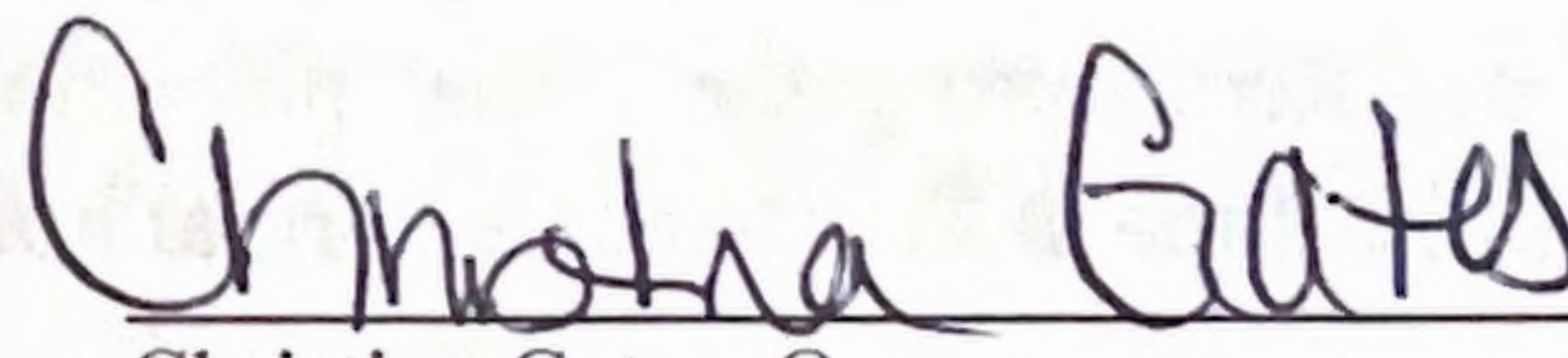
The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

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

Top Notch Dog Services, LLC

Gina M. Leichty, Mayor



Christina Gates, Owner

Date Signed: _____

Date Signed: October 6, 2025

September 3, 2025

Proposal From Top Notch Service Dogs, LLC to the City of Goshen to Purchase, Educate and Train a Facility Dog and City Handler(s) for the Goshen Fire Department

1.SERVICES AND FEES:

City of Goshen ("City") agrees to purchase a Facility Dog from Top Notch Service Dogs, LLC ("Top Notch") who agrees to properly train the Facility Dog as a therapy dog to be used by City in its organization. Top Notch agrees to provide an appropriate level of training on the care and use of the Facility Dog to City staff members, which is anticipated to be 20 hours. Any training necessary after the placement of Facility Dog shall be provided at Top Notch's normal hourly rate of \$250 per hour, unless otherwise agreed by the parties in writing. Top Notch agrees to train up to five (2) handlers during the initial placement of the Facility Dog. Any additional handler training shall be done at Top Notch's normal hourly rate of \$250 per hour.

The total cost of the Facility Dog and training is \$15,000.00. Payment is due upon signing the contract and is required to begin the search, evaluation, and training of a Facility Dog.

2.DUTIES OF OWNERSHIP:

City handlers are required to attend Top Notch training sessions. Following delivery of the Facility Dog, City agrees to assume the rights and obligations of ownership of the Facility Dog, including without limitation providing a proper diet, veterinary services, shelter licensing, and all other necessary and appropriate care at its sole cost and expense.

3. CONTINUED EDUCATION:

From time to time, City agrees to undertake reasonable training of the Facility Dog provided by Top Notch. City and Top Notch shall reasonably agree upon the amount, type and cost of additional training. These may be provided by in home or in community consultation, consultation at our facility, telephone, text, email or video chat.

4.NO REPRESENTATION, WARRANTY, OR GUARANTEE:

City acknowledges that Top Notch makes no representations, warranties or guarantees of any kind with respect to the Facility Dog's health. City accepts the Facility Dog as is, based upon City's own inspection and evaluation of the Facility Dog. It is understood that a Facility Dog is an animal and never intended to replace any medical care or devices provided by medical professionals. City agrees to have the Facility Dog examined by a licensed veterinarian within seven (7) days of placement and to report any found health concerns to Top Notch, who has the

right to a second opinion by a licensed veterinarian of their choice at Top Notch's expense. If the licensed veterinarian determines that the Facility Dog possesses a serious health condition, City may, at its sole discretion, return the Facility Dog to Top Notch, who shall promptly refund the entire purchase and training price, including the deposit, to City.

5.SURRENDER:

City may at any time surrender the Facility Dog to Top Notch or to a representative of Top Notch. City understands at the time of surrender, ownership and interest in the Facility Dog is surrendered and all decisions regarding placement or other disposition of the Facility Dog will be at the sole discretion of Top Notch.

6.RETIREMENT OF FACILITY DOG:

If Top Notch elects to retire the Facility Dog before it is 12th month of age, City has the first right to ownership. If the Facility Dog is so retired, Top Notch will train a replacement dog at no additional cost to City. After the Facility Dog is 15th months of age, City has the option of keeping the Facility Dog, placing it with a close family member or friend, or returning it to Top Notch for placement. The replacement of the Facility Dog after its 15th month birthday is solely the responsibility of City.

7.CARE OF FACILITY DOG:

City acknowledges that under two (2) years of age, the Facility Dog is considered a puppy. During this time, Facility Dog should not be allowed to jump in and out of tall vehicles, run excessively on pavement, or enter high impact competitions. It is also understood that Facility Dog should be fed quality food to help joints develop and maintain a healthy weight. If Facility Dog becomes obese or excessively thin, Facility Dog's health may be negatively affected, potentially leading to severe medical conditions. Grooming must occur on a regular and timely basis and is City sole responsibility. The Facility Dog should not be matted or dirty.

8. EVENTS WITH FACILITY DOG:

Top Notch recommends enrolling Facility Dog in classes or activities that will stimulate his mind and body appropriately. Suggested activities for Facility Dog include rally classes, agility classes, sporting classes, and others, provided that the classes are age and developmentally appropriate for the Facility Dog. At no time should a Facility Dog be exercised in a dog park.

9. RESPONSIBILITIES:

City agrees to: (a) properly feed, shelter, and care for the Facility Dog in a kind and humane manner; (b) not allow the Facility Dog to run off leash, unless in a fenced in area; (c) maintain the Facility Dog in good physical condition by keeping it at a reasonable weight, providing all reasonable and necessary veterinary care, and providing the Facility Dog with an annual veterinary

examination; (d) ensure that if a person becomes disruptive or violent when near the Facility Dog, the Facility Dog will be removed from the person and/or room during any such violence to prevent trauma to the Facility Dog; (e) not use or handle the Facility Dog in any manner that would put the health or safety of the Facility Dog, its handlers or the public at risk; (f) not use the Facility Dog in any manner which would reflect poorly on the Facility Dog, City or Top Notch; (g) Notify Top Notch of a change in Facility Dog handler's address.

Success as a Facility Dog team requires hard work and commitment by both parties. City agrees to be consistent, patient, loving, and protective with the Facility Dog. City acknowledges that it is making a long-term commitment to work with the Facility Dog multiple times a day so that the Facility Dog can learn and become comfortable at City.



PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 534-3600 • Fax (574) 533-8626

planning@goshencity.com • www.goshenindiana.org

October 9, 2025

To: Board of Public Works and Safety

From: Rossa Deegan, Assistant Planning & Zoning Administrator

RE: Contract for Unified Development Ordinance with Taylor Siefker Williams Design Group LLC

In June of this year, the City of Goshen Plan Commission granted approval for Mayor Leichty's request to undertake the process of updating and combining the Zoning Ordinance and Subdivision Ordinance. Both documents are approximately 40 years old; while they have been amended many times, they are in need of updates to their structure, appearance, and substance. The Zoning and Subdivision ordinances are currently separate documents, and this process will combine them into a single document commonly termed a unified development ordinance (UDO).

In July, a task force convened by Mayor Leichty issued a request for proposals for professional services to perform the public outreach and drafting process for the UDO. Ten proposals were received, and after a competitive interview process, Taylor Siefker Williams Design Group LLC (TSW) was chosen to provide the services.

It is anticipated that the process will take 12 to 18 months. During that time, TSW will plan and execute a rigorous public outreach campaign, evaluate current standards, and draft a UDO for review by the Plan Commission and approval by the City Council. The contract includes base services in the amount of \$90,840 with options for additional services for a not-to-exceed amount of \$127,040.

Suggested motion: Approve and authorize Mayor Leichty to execute the agreement with Taylor Siefker Williams Design Group LLC for professional services to create a unified development ordinance

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between the City of Goshen, Indiana, acting through its Board of Public Works and Safety, Indiana (Owner) and Taylor Siefker Williams Design Group LLC (TSWDG) based upon Owner's intention to prepare a report or study with respect to the Goshen Unified Development Ordinance (the Project) and Owner's requirement for certain professional planning services in connection with the Project (the Services) which TSWDG is prepared to provide.

1. TSWDG shall provide the Services described in Attachment A, "Scope of Services", according to Attachment B, "Schedule".
2. Owner shall pay TSWDG in accordance with Attachment C, "Compensation", and shall be responsible for all matters described in Attachment D, "Owner's Responsibilities". Owner represents that TSWDG's use of any documents or other materials provided by Owner to TSWDG will not infringe upon any third parties' rights and Owner will indemnify and protect TSWDG from any infringement claims arising from TSWDG's use of such documents or other materials in the performance of its Services hereunder.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. TSWDG shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, TSWDG's liability under this Agreement shall not exceed TSWDG's total compensation actually received under this Agreement.
5. TSWDG and Owner waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, TSWDG has no responsibility for the failure of any consultant, contractor, subcontractor, vendor, or other Project participant, not under contract to TSWDG, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes.
7. TSWDG does not guarantee that proposals, bids, or actual Project costs will not vary from TSWDG's cost estimates or that actual schedules will not vary from TSWDG's projected schedules.
8. This Agreement may be terminated upon written notice at Owner's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. TSWDG shall terminate performance of Services on a schedule acceptable to Owner, and Owner shall pay TSWDG for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by TSWDG pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to TSWDG. TSWDG shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of TSWDG.
10. In the event the Owner requests TSWDG to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to TSWDG for review at least 15 days prior to the requested date of execution. TSWDG shall not be required to execute any certificates or documents that in any way would, in TSWDG's sole judgment, (a) increase TSWDG's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in TSWDG having to certify, guarantee or warrant the existence of conditions whose existence TSWDG cannot ascertain.
11. The Services provided for in this Agreement are for the sole use and benefit of Owner and TSWDG. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and TSWDG.
12. Non-Discrimination. TSWDG agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. TSWDG or any subcontractors, or any other person acting on behalf of TSWDG or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.
13. Employment Eligibility Verification. TSWDG shall enroll in and verify the work eligibility status of all TSWDG's newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3. TSWDG shall not knowingly employ or contract with an unauthorized alien, and TSWDG shall not retain an employee or continue to contract with a person that TSWDG subsequently learns is an unauthorized alien. TSWDG shall require their subcontractors who perform work under this contract to certify to TSWDG that the

subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. TSWDG agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. Owner may terminate this contract if TSWDG fails to cure a breach of this provision no later than thirty (30) days after being notified by Owner of a breach.

IN WITNESS WHEREOF, Owner and TSWDG have executed this Agreement, effective as of the date this agreement is fully executed.

City of Goshen, Indiana (Board of Public Works and Safety)
(Owner)

Signature _____

Name _____

Title _____

Date _____

Taylor Siefker Williams Design Group LLC
(TSWDG)

Signature _____

Name Amy Williams

Title Principal

Date _____

AGREEMENT FOR PROFESSIONAL SERVICES
ATTACHMENT A: SCOPE OF SERVICES
Goshen Unified Development Ordinance

PHASE 1: EXISTING ORDINANCE REVIEW

Task 1.1 – Staff Kick-Off Meeting

The TSWDG team will meet with City staff (virtually) to discuss the project scope and timeline as well as coordinate the makeup of the technical committee and all public engagement. Our team will also use this as an opportunity to discuss strengths and weaknesses of the current ordinances; we understand the nuisances and level of details provided by staff will provide different insight than the technical committee.

Owner Responsibilities:

- The City will provide any existing files related to the Zoning and Subdivision Control Ordinances, Comprehensive Plan, or other applicable files to TSWDG.
- The City will provide any specific notes, issues, or preferred standards for the new unified development ordinance that should be addressed.

Task 1.2 – Communication Outreach Plan & Project Website

A community outreach plan will be developed prior to launching the community engagement and the facilitation of the technical committee meetings. The community outreach plan will identify the methods for gathering community input, targeted audience for these methods, and strategies to promote widespread participation in the survey and public meeting. As part of the overall communication and outreach plan for this project, TSWDG will set up a project-specific website that would host general information about the ordinance update, process, meeting materials, etc. Creating a project specific website or content for social media for the project is an additional way to reach a broader and more diverse audience. This content will educate the public about the process and explain what a Unified Development Ordinance is, announce meeting dates, provide opportunity for input, and present the draft and final ordinance. A WordPress or Wix site (or similar) will be utilized as the base platform for the project website.

Task 1.3 –Early Stakeholder Input: Ordinance Focus Group Meetings & Key Person Interviews

The TSWDG team review the Comprehensive Plan and identify the critical goals/objectives that need to be implemented through the UDO. The TSWDG team will then hold a focus group meeting or feedback opportunity to discuss the objectives and strategies/ordinance solutions for achieving it. The focus group/key person interviews will be facilitated with local officials, local chamber, key property owners, and others identified by the City to discuss the deficiencies in the existing ordinances and ways to aid the development process throughout the City. Feedback from this meeting will be incorporated, as needed, in the draft and revised ordinances. Meeting notes will also be provided. These meetings will be held in-person on a single day. If a participant cannot make a meeting, our team can offer a virtual option for them.

Owner Responsibilities:

- The City will provide a list of names and email addresses for the focus group/key person interviews

Task 1.4 – Coordination of Task Force

TSWDG will work with the City to create the task force of approximately 8 to 10 people. Members of the task force should be relatively well versed in the day-to-day interpretation, administration, and/or enforcement of local and/or state development regulations and land use controls.

Owner Responsibilities:

- The City will provide TSWDG with a list of candidates (names and email addresses) willing and capable of serving on a task force.
- The City shall appoint members to the task force.

Task 1.5 – District and Neighborhood Evaluation

The project team will evaluate existing neighborhoods, corridors and districts. This evaluation will serve as a base for applying context-sensitive regulations to different areas of the City, where appropriate, in the new UDO. The team will also tour the city on the same day as another meeting(s) to visit any areas or districts that should be seen in person. This is anticipated to occur on more than day as topics are discussed or suggested throughout the process.

Task 1.6 – Review of Existing Plans, Current Ordinance & Development of Annotated Outline

The TSWDG team will review relevant plans, including the Goshen Comprehensive Plan (2022), Goshen Strategic Plan (2018); Thoroughfare Plan (2010) in addition to the existing Zoning Ordinance and Subdivision Control Ordinance prior to creating an annotated outline for the Goshen Unified Development Ordinance. These existing plans and ordinances, district/neighborhood evaluation, and deficient ordinance review will become the building blocks as the annotated outline is developed for the updated ordinance. The annotated outline will include the proposed ordinance sections and subsections along with a paragraph describing the extent or reach of the intended standards and/or regulations related to a given segment or sub-segment. This outline allows our team to align the goals of past planning efforts, desired level of regulation, and goals for the final product from the start of the project.

Task 1.7 – Identification of Deficient Ordinance Sections

The TSWDG team will identify specific sections of the zoning & subdivision control ordinances that need to be resolved based on the vision and direction of the comprehensive plan as well as issues identified from ordinance deficiency review, staff feedback, and state statute. A memo will be provided that summarizes these items.

Task 1.8 – Task Force Meeting #1

The TSWDG team will prepare for and facilitate one task force meeting for the purposes of presenting and discussing the contents of the annotated outline, schedule, and soliciting feedback to determine the appropriate level of regulation for specific standards. Additionally, the committee will review and provide feedback on ordinance language pertaining to the introductory provisions and non-conforming lots, structures, and uses. This meeting can be held virtually, if desired

Owner Responsibilities:

- The City shall provide a location for the task force meeting and any necessary public notices.

PHASE 2: DRAFT ORDINANCE

Task 2.1 – Draft Ordinance Sections

The TSWDG team will create a UDO in a Microsoft Word format based on feedback and direction from task force meeting #1, supplemented by industry-wide best practices and/or model ordinances. The Unified Development Ordinance will be drafted in sections and reviewed in detail with the task force during five meetings in Task 2.2. Any additional changes or modifications to each section will be discussed during Task 2.2 and made following these meetings. Draft and final sections of the ordinances will include vignettes, exhibits, and other diagrams to illustrate the standards for each zoning district as well as easily define definitions such as how to measure building height or road frontage. Note this task does not include translation services for any materials.

Task 2.2 – Task Force Meetings #2 - #6

The TSWDG team will hold 5 task force meetings (total of 6 meetings including 1.8) to review sections of the draft Unified Development Ordinance in detail. Each section of the draft ordinance will be thoroughly discussed at a meeting and feedback will be documented. TSWDG will provide digital copies of the initial draft to the task force prior to each meeting and up to 8 hard copies of the initial draft of each section for the committee meetings. Committee members should review these documents prior to each meeting in order to maximize what can be covered at each meeting. Any additional revisions to each section resulting from these meetings will be made using the tracked changes feature of Microsoft Word and the revised sections will be distributed to the committee members digitally.

Owner Responsibilities:

- The City shall provide a location for the task force meeting and any necessary public notices.
- It is anticipated that the Administrator or appropriate planning staff will review the draft ordinance sections and provide comments and also attend the committee meetings and/or be a member of the task force.

Task 2.3 - Staff Working Session

The task force plays a critical role in the directing the intent and determining various standards in the UDO. However, we know it is equally important to have a focused, detailed final review of the draft UDO with the staff. This allows any loose ends or questions to be answered and provides a more detailed review of the entire UDO. A working session will be facilitated with staff to go over the final UDO and any remaining edits prior to the adoption proceedings. Following this meeting, final revisions will be made to the UDO that will be used as the adoption draft.

Owner Responsibilities:

- The City shall provide a location for the staff working session.

Task 2.4 –Stakeholder Input: Ordinance Focus Group Meeting with Developers/Surveyors

The TSWDG team hold one focus group meeting with local developers, surveyors, and similar professionals to discuss the draft UDO. This meeting will be held on the same day as the public workshop. Feedback from this meeting will be incorporated, as needed, in the revised UDO. Meeting notes will also be provided.

Task 2.5 – Public Survey & Workshop

To gather feedback from Goshen residents and property owners, an online survey will be administered to gain insight on specific concerns, issues, or ideas regarding the proposed Unified Development Ordinance. The survey will also be formatted so that it can be printed and filled out in-person. Concurrently, a public workshop will be held to allow community members to talk with the TSWDG team and City staff one-on-one. The workshop will be an open-house format with various presentation boards displayed to gain input on the draft ordinance and will be held over a two-hour time period to allow in-person feedback. This approach of both in-person and online engagement allows residents to choose how they provide input and reaches a larger community audience. The TSWDG team will provide digital materials, such as a flyer and/or press release, to the City. Note this task does not include translation services for meeting materials.

Owner Responsibilities:

- The City shall provide a location for the public workshop and any necessary public notices.
- The City will promote the public workshop and survey through their media outlets and/or social media platforms.

PHASE 3: FINAL ORDINANCE

Task 3.1 - Plan Commission Adoption Hearing

The TSWDG team will present at one meeting/hearing before the Plan Commission to seek adoption of the ordinance on behalf of the City. The purpose of this meeting is to fulfil the requirements of Indiana Code (IC 36-7-4) and allow the public a platform for official comments.

Owner Responsibilities:

- The City will be responsible for public notice of this hearing and recording all comments in the official minutes.

Task 3.2 – City Council Adoption Meeting

The TSWDG team will present at one meeting of the City Council to seek adoption of the ordinance. The purpose of this meeting/hearing is to fulfill the requirements of Indiana Code (IC 36-7-4) and allow the public a platform for official comments.

Owner Responsibilities:

- The City will be responsible for public notice of this hearing and recording all comments in the official minutes.

Task 3.3 - Final Deliverables

TSWDG will provide the City with 3 bound/printed copies of the UDO. Additionally, the consultant will provide one electronic copy of the UDO in Adobe .PDF format for the City's website or other platforms and one electronic copy in Microsoft Word format on a flash drive or online cloud.

ADDITIONAL TASKS:

The following tasks are included in the scope of services as “additional services” and will only be completed if authorized in writing by the Owner.

Optional Task A – Additional Task Force Meetings

Four additional task force meetings will be facilitated to allow more time for discussion related to specific ordinance sections or zoning map updates. Additional committee meetings will be held virtually. Additional revisions from these meetings will be incorporated into the draft ordinance sections or draft documents using the Track Changes feature in Word.

Optional Task B – Zoning Map Updates

This task will include a more detailed analysis and revision of the zoning map, such as determining new district boundaries or aligning existing development patterns and uses with new districts. Our team will provide a PDF of the Zoning Map as well as update GIS shapefiles related to the zoning districts.

Optional Task C – Staff & Local Officials Training

The TSWDG team will hold a training workshop with City staff, Plan Commission Members, Board of Zoning Appeals Members, and City Council Members. This session would be intended to provide a detailed overview of the ordinance and how it should be used in various applications or requests.

Optional Task D – Department Brochures & Marketing Materials

The TSWDG team will create up to 4 brochures or fliers that explain specific sections of the ordinance to address questions that are frequently asked by residents and applicants, such as public hearing notice requirements, dealing with easements, when permits are required, and more. The materials would provide answers that are easily understood and the department can place these on their website and also reproduce hard copies for the office. All digital files will be provided so that staff can update them as needed in the future. No hard copies will be provided.

Optional Task E – Two Assessment Updates After Adoption

The TSWDG team will provide two assessments after the adoption of the ordinance (such as 6 months/12 months) to identify any small changes or adjustments that need to be made based on administering the ordinance. Each assessment will include a phone or online meeting with the city’s representative to discuss any changes that they feel are needed, updates to the ordinance text, and attendance at one Plan Commission hearing. This does not include major rewrites of sections due to changes in local preferences.

AGREEMENT FOR PROFESSIONAL SERVICES

ATTACHMENT B: SCHEDULE

Goshen Unified Development Ordinance

TSWDG anticipates that Phases 1-3 will be completed within twelve (12) months upon receipt of a written notice to proceed. Completion of the meetings and adoption will be dependent upon schedule of the Plan Commission and legislative body. If additional tasks are added to the scope, it could extend the schedule. A detailed schedule shall be submitted to the Owner two weeks after the notice to proceed is received.

AGREEMENT FOR PROFESSIONAL SERVICES

ATTACHMENT C: COMPENSATION

Goshen Unified Development Ordinance

BASE SCOPE OF SERVICES

In return for the performance of the Services rendered under Attachment A, Scope of Services, the Owner shall pay TSWDG a fixed lump sum amount of ninety thousand and eight hundred forty dollars (\$90,840.00) for the base scope of services, and an additional thirty-six thousand two hundred dollars (\$36,200.00) for the Additional Tasks below, if authorized, for a total not to exceed amount of One Hundred Twenty Seven Thousand Forty Dollars (\$127,040.00), and payable to the terms of this Agreement. The total compensation includes all labor and expenses. Expenses shall be invoiced at TSWDG's actual costs.

ADDITIONAL TASKS

In return for the performance of the "Additional Tasks" outlined in Attachment A, Scope of Services, the Owner shall pay TSWDG a fixed lump sum amount for each task as outlined below and payable to the terms of this Agreement. The total compensation for each task includes all labor and expenses. Expenses shall be invoiced at TSWDG's actual costs.

All Additional Tasks must be authorized in writing by Owner in order to be invoiced; if Additional Tasks are not authorized by Owner, the task will not be completed or billed.

Optional Task A - Additional Committee Meeting (Virtual)	\$ 6,400.00 (1,600.00 / Meeting x 4 Meetings)
Optional Task B - Zoning Map Updates	\$ 3,500.00
Optional Task C - Staff & Local Officials Training	\$ 6,500.00
Optional Task D - Brochures & Marketing Materials	\$ 2,200.00
Optional Task E - Two Assessments	\$ 17,600 (8,880 / Assessment x 2 Assessments)

Compensation for Additional Services, if any, shall be negotiated as an amendment to this contract. The compensation assumes that planning services for this Project shall not extend beyond 2026.

Fees for the Services rendered shall be billed no more frequently than monthly based on the percent of work completed. Invoices for Services rendered shall be payable within thirty days following receipt of invoice. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount.

AGREEMENT FOR PROFESSIONAL SERVICES
ATTACHMENT D: OWNERS RESPONSIBILITIES
Goshen Unified Development Ordinance

Owner shall perform and provide the following in a timely manner so as not to delay the Services of TSWDG, and TSWDG may rely on the accuracy and completeness of the following:

1. Authorize TSWDG in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Place at TSWDG's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the Project.
3. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to TSWDG's Services for the Project.
4. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of TSWDG's Services.
5. Make Owner's facilities available to TSWDG as required for performance of the Services under this Agreement, and provide labor and safety equipment required for access.
6. Give prompt written notice to TSWDG whenever Owner becomes aware of any development that does or may affect the scope or timing of TSWDG's Services, or any defect in the Services of TSWDG or its subconsultants, or the work of construction Contractors.
7. Advise TSWDG of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

*****REQUEST*****

DATE: Thursday, October 9, 2025

TO: GOSHEN BOARD OF WORKS

FROM: GOSHEN WATER & SEWER
KELLY SAENZ

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$5,785.41**
Collection letters were sent out and payments of **\$1,050.40** had been collected.

The uncollected amount equals **\$4,735.01**

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

These are accounts for the most part were finaled thru **Wednesday, July 16, 2025**

WATER: \$1,300.20
SEWER: \$3,434.81

TOTALS

REPORT TOTAL		\$5,785.41
BPS TOTAL	\$1,243.35	\$4,542.06
COUNTY TOTAL	\$3,404.95	\$1,137.11
W-WRITE OFF	\$56.85	\$1,080.26
S-WRITE OFF	\$29.86	\$1,050.40
PAYMENT TOTAL	\$1,050.40	\$0.00
AGREEMENT TOTAL	\$0.00	



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **DESIGN SERVICES AGREEMENT WITH STRUCTUREPOINT
COLLEGE AVENUE SANITARY ENCASEMENT (JN: 2025-0027)**

DATE: October 9, 2025

Goshen Engineering is requesting approval and execution of a design services agreement with American Structurepoint for preparation of plans and specifications, as well bidding and construction services, related to the replacement of a section of sanitary sewer on College Avenue. The sanitary sewer will be replaced within a steel casing, as the proximity of proposed NIPSCO power poles and communications utilities will prevent maintenance using traditional open-cut excavation methods. These utilities are relocating in advance of the College Avenue Phase I reconstruction project.

The Board of Works had previously approved Structurepoint as the selected design consultant for this work, as well as their proposed design fee.

Requested motion: Move to approve and authorize the Mayor to sign the attached design services agreement with Structurepoint for a fee of \$17,900 and hourly services not to exceed \$6,500 to provide plans, specifications, and other services for the College Avenue Sanitary Encasement project.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

**AGREEMENT WITH AMERICAN STRUCTUREPOINT FOR
COLLEGE AVENUE – SANITARY SEWER CASING**

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **American Structurepoint, Inc.** (“Contractor”), whose mailing address is 9025 River Road, Suite 200, Indianapolis, IN 46240, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor’s Proposal No. 2025.02211 dated August 4, 2025, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Agreement, and Amendments; and
 - (2) Contractor’s Proposal No. 2025.02211 dated August 4, 2025.

Section 2. Scope of Services

Contractor shall provide City the services for the work being done in advance of the utility relocations along College Avenue to replace the existing 12” sanitary sewer and install within a steel casing pipe to protect it during other utility installations, which Design and Bidding/Construction services are more particularly described in Contractor’s Proposal No. 2025.02211 dated August 4, 2025 attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 3. Effective Date; Term

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

Section 4. Compensation

City agrees to compensate Contractor as follows for performing all Duties:

Total Costs for Design Services.....Not-to-Exceed \$17,900

Total Costs for Bidding/Construction Admin. ServicesNot-to-Exceed \$6,500

Section 5. Payment

(A) City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress based on the amounts set forth in Section 4.

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

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
Email is also acceptable at engineering@goshencity.com

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

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

Section 6. Ownership of Documents

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

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

(A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property

arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

Section 15. Force Majeure

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

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

Section 16. Default

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

Section 17. Termination

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

Section 18. Notice

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

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

Contractor: American Structrepoint, Inc.
Attention: Bryan Hood, PE
9025 River Road, Suite 200
Indianapolis, IN 46240

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

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

American Structurepoint, Inc.

Gina M. Leichty, Mayor

Bryan Hood, PE, Project Manager

Date Signed: _____

Date Signed: _____



AMERICAN
STRUCTUREPOINT
INC.

EXHIBIT A

Date: August 4, 2025

Dustin Sailor, P.E.
Director of Public Works
204 E. Jefferson Street
Goshen, IN 46528

Re: College Avenue – Sanitary Sewer Casing
Proposal No. 2025.02211

Dear Dustin,

American Structurepoint, Inc., is pleased to provide the following proposal for College Ave – Sanitary Sewer Replacement.

The work is being done in advance of the utility relocations along College Avenue to replace the existing 12” sanitary and install within a steel casing pipe to protect it during other utility installations.

PROJECT SCOPE

The project will involve replacing 200 LF of 12” sanitary sewer, placed within an 18” steel casing pipe. The new sanitary pipe will be placed in the same location and depth as it is now. The casing pipe will extend to just outside of the existing manholes. If the casing is extended into the manholes, then it may be necessary to replace the manhole on either side. This will be determined during the design phase.

Roadway, sidewalks and or drives will be repaired as needed for the installation of the sanitary sewer. We expect using flag men during installation for the closure of 1 lane.

Bypass pumping will be required during the sanitary replacement.

It is not anticipated to acquire a sanitary construction permit due to the sanitary sewer being replaced in same location with same size.

SCHEDULE

If American Structurepoint is given a notice to proceed by August 1, 2025, we estimate that the following schedule:

Finish Design:	September 12, 2025
Bid Ready:	October 2025
Award Contract:	October/November
Finish Construction	December



DESIGN PHASE

Sanitary Sewer Design

1. Provide design of approximately 200 LF of 12" sanitary sewer with 18" casing pipe. Related work will include:
 - Traffic Control
 - Bypass pumping
 - Erosion Control
2. Attend Design meeting
3. Provide technical specifications. City of Goshen's existing technical specifications will be utilized and supplemented as required.

Plans and Details

1. We will provide Auto CAD to create plan and details consisting of:
 - Plan and profile of the sanitary sewer along with related appurtenances
 - All Related details of the sanitary sewer and related appurtenances
 - Provide project specifications / Quote Package
2. Provide Final plans.

Construction Costs

1. We will provide an Engineer's Opinion of Probable Construction Cost.

COMPENSATION

Compensation for services rendered will be lump-sum and invoiced monthly on a percent complete basis. Full payment of invoices is due within 30 days from the invoice date. The fee amounts are as follows.

Total NTE Costs for Design Services:..... \$ 17,900.00



BIDDING / CONSTRUCTION SERVICES

1. Issue Addenda (up to 2) if required
2. Clarifications and Interpretations
3. Evaluate bids and prepare bid tab
4. Prepare Change Orders / Work Directives
5. Shop Drawing reviews
6. Final Record Drawings

Compensation for bidding/const. services will be on an hourly basis based on the following rates, and invoiced monthly. Full payment of invoices is due within 30 days from the invoice date. The fee amounts are as follows.

Employee Classification	Hourly Rate (2025-2026)
Senior Engineer	\$305
Project Manager	\$285
Project Engineer	\$200
Staff Engineer	\$155
Senior Env. Specialist	\$230
Senior Technician	\$175
Environmental Engineer	\$255
Staff Scientist	\$145
Resident Project Rep.	\$175
Construction Inspector	\$140

Total NTE Costs Bidding / Construction Admin. Services..... \$ 6,500.00

If payment is not made within thirty (30) days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

The services listed above represent the total scope of work as we understand it at this time. Should the need for additional services arise, we are willing to provide them for a supplemental fee.



AMERICAN
STRUCTUREPOINT
INC.

Dustin, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for one year from the date of this letter. We are prepared to begin work on the project immediately upon written acceptance of this proposal. If the terms of this proposal are agreeable, please indicate your acceptance by returning a signed copy of this letter to our office. We will consider this our notice to proceed.

If you have any questions, please feel free to contact our office.

Very truly yours,
American Structurepoint, Inc.

Bryan Hood, PE
Project Manager

If the terms of this proposal are agreeable, indicate your acceptance by returning a signed copy of this letter. We will consider this our notice to proceed.

Accepted by: _____

Printed Name: _____

Date: _____



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **CHANGE ORDER NO. 2 FOR ASPHALT PAVING PACKAGE B (JN: 2024-0002)**

DATE: October 9, 2025

Attached please find Change Order No. 2 for the Asphalt Paving Package B.

During the full depth asphalt removal on Plymouth Avenue it was discovered that the existing soil conditions in certain areas are poor. This will require undercutting and removal of the soil and backfilling with crushed concrete No. 2's

The original contract amount was \$4,566,927.00. Change Order No. 2 increases the total contract by \$21,000.00, for a revised contract amount of \$4,654,727.00, which is an increase of 1.92% over the original contract amount.

Requested Motion: Approve Change Order No. 2 for the Asphalt Paving Package B to undercut and remove the poor soils and backfill with No. 2's for the amount of \$21,000.00.

CHANGE ORDER FORM

Sheet 1 of 3

Change Order No. 2

Date: 10/9/25

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

OWNER: City of Goshen

PROJECT NAME: Community Crossings Matching Grant Asphalt Paving Project

PROJECT NUMBER: 2024-0002

CONTRACTOR: Phend & Brown

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

After the asphalt removal of Plymouth Avenue, it was discovered that the existing soil conditions in certain areas are poor. This will require undercutting and removing the soil and backfilling with crushed concrete No. 2's.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
2.1	Crushed/Recycled Concrete No. 2's (Note: No previous line existed for this item)	400	TON	\$ 52.50	\$21,000.00

Subtotal= \$21,000.00

CHANGE ORDER FORM

Sheet 2 of 3

Change Order No. 2

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$4,566,927.00
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>	\$66,800.00
3. Amount of Contract, not including this supplement	\$4,633,727.00
4. Addition/ Reduction to Contract due to this supplement	\$21,000.00
5. Amount of Contract, including this supplemental	\$4,654,727.00
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$87,800.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	1.92%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date October 31, 2025.

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

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


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

CHANGE ORDER FORM

Sheet 3 of 3

Change Order No. 2

RECOMMENDED FOR ACCEPTANCE

 10.07.25
Dustin K. Sailor, P.E.
Director of Public Works & Utilities

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

BY: _____
Contractor's Authorized Signatory



**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: Goshen Engineering Department

RE: **CHANGE ORDER NO. 7 FOR COUNTY COURTS CONSOLIDATION
ROADWAY IMPROVEMENTS
(JN: 2021-0014)**

DATE: October 9, 2025

Attached, find Change Order No. 7 for the County Courts Consolidation Roadway Improvements project.

It was discovered while providing locates and conducting CCTV inspection of the existing sanitary sewer that an extension of services should be considered prior to the reconstruction of the roadway. The services are for the sanitary laterals and the water services up to the Right of Way on Peddlers Village Road.

Additionally, this change order will process a deduct due to the deletion of the snouts/downturns on the pipes of the storm structures on Reliance Road.

This change order will include a request for an extension of time, establishing contract completion dates. This is due to multiple utility relocation delays throughout the length of the project. This will add 21 additional days and new contract completion date will be November 20, 2025.

The original contract amount was \$4,165,762.30. This change order will increase the contract by \$17,020.00, for a revised contract amount of \$4,287,837.78. With approval of these changes, the total project cost will have been amended by 2.93%.

Requested motion: Move to approve Change Order No. 7 for the extension of new water and sewer services, the deduct due to the deletion of the snouts/downturns on the storm pipes for an increase of \$17,020.00. Also to approve the extension of time of 21 additional days bringing the completion date to November 20, 2025

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

OWNER: City of Goshen

PROJECT NAME: Court Consolidation Roadway Improvements

PROJECT NUMBER: 2021-0014

CONTRACTOR: Niblock Excavating, Inc.

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

It was discovered while providing locates and conducting CCTV inspection of the existing sanitary sewer that an extension of services should be considered prior to the reconstruction of the roadway. The services are for the sanitary laterals and the water services up to the Right of Way on Peddlers Village Road.

Additionally, this change order will process a deduct due to the deletion of the snouts/downturns on the pipes of the storm structures on Reliance Road.

7.1	Water Service Line, 1 IN	180 LFT	@ \$64.00	-----	\$11,520.00
7.2	Pipe, Sanitary Sewer Lateral, 6 IN	150 LFT	@ \$90.00	-----	\$13,500.00
7.3	Removal of Storm Downturn Pipe Connections	1 LS	@ -\$8,000.00	-----	-\$8,000.00

Subtotal - \$17,020.00

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$4,165,762.30
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	5 to <u>6</u>	\$105,055.48
3. Amount of Contract, not including this supplement		\$4,270,817.78
4. Addition/ Reduction to Contract due to this supplement		\$17,020.00
5. Amount of Contract, including this supplemental		\$4,287,837.78
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$122,075.48
7. Total percent of change in the original contract price Includes Change Order No.	6 to <u>7</u>	2.93%
(Line 6 divided by Line 1)		

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 21 calendar days.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as X-2431, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by two (2.68) percent.

RECOMMENDED FOR ACCEPTANCE



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

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____

Becky Hutsell, Redevelopment Director

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____

Signature of authorized representative

Printed

Title



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **TENTH STREET AND DOUGLAS STREET ROAD RECONSTRUCTION
(JN: 2022-0037)**

DATE: October 9, 2025

Attached please find Change Order No. 8 – A Balancing Change Order.

Change Order No. 8 reduces the contract price by \$349,464.29, making the final contract amount \$4,179,740.39, a 1.63% decrease under the original contract of \$4,248,803.95.

Contract amount as previously amended	\$4,529,204.68
Change Order No. 8	\$ -349,464.29

Revised contract amount	\$4,179,740.39
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Significant reasons for the cost reduction are:

1. During the process of excavating the Douglas Street underground retention basin it was found that the soils easily caved, requiring the excavation limits to be pulled back. The basin walls at the bottom were reduced which required less No. 2 stone.
2. While installing the utilities along 10th Street, the existing soils were found to be sufficient for reuse as backfill, which required less B-Borrow to be hauled in.

Suggested Motion: Move to approve the balancing Change Order No. 8 decreasing the contract by \$349,464.29, for a final contract amount of \$4,179,740.39.

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

OWNER: City of Goshen

PROJECT NAME: 10th Street and Douglas Street Road Reconstruction

PROJECT NUMBER: 2022-0037

CONTRACTOR: Niblock Excavating, Inc.

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

Line item adjustments to serve as a balancing change order to close the project.

5.1	Excavation, Common Note: This balances the line to close the project	420.00 CYD	@ \$27.50	-----	\$11,550.00
5.2	B-Borrow for Undercut Backfill, Undist. Note: This balances the line to close the project	-1791.24 LFT	@ \$30.00	-----	-\$53,737.20
5.3	Milling Asphalt, 1 1/2" Note: This balances the line to close the project	328.00 SYD	@ \$5.50	-----	\$1,804.00
7.1	Compacted Aggregate, No. 53 Note: This balances the line to close the project	-1375.48 TON	@ \$39.25	-----	-\$53,987.59
7.2	No. 2 Stone for French Drain Note: This balances the line to close the project	-3080.97 TON	@ \$62.50	-----	-\$192,560.63
9.1	HMA Surface, Type B Note: This balances the line to close the project	95.41 TON	@ \$120.00	-----	\$11,449.20
9.3	HMA Base, Type B Note: This balances the line to close the project	80.19 TON	@ \$90.00	-----	\$7,217.10
9.4	Joint Adhesive, Surface Note: This balances the line to close the project	-2743 LFT	@ \$0.85	-----	-\$2,331.55
9.5	Joint Adhesive, Intermediate Note: This balances the line to close the project	-2943.00 LFT	@ \$0.85	-----	-\$2,501.55
9.6	Liquid Asphalt Sealant Note: This balances the line to close the project	-3043.00 LFT	@ \$0.20	-----	-\$608.60
9.7	HMA for Temporary Pavement, Type B Note: This balances the line to close the project	-53.59 TON	@ \$145.00	-----	-\$7,770.55
10.1	Asphalt for Tack Coat Note: This balances the line to close the project	-1.00 TON	@ \$1.00	-----	-\$1.00
11.1	Curb and Gutter, Concrete Note: This balances the line to close the project	470.00 LFT	@ \$45.00	-----	\$21,150.00

11.3	Curb, Concrete, Modified Note: This balances the line to close the project	2.00 LFT	@ \$45.00	-----	\$90.00
11.4	Header, Concrete Note: This balances the line to close the project	-24.00 LFT	@ \$85.00	-----	-\$2,040.00
11.5	Sidewalk, Concrete, 4" Note: This balances the line to close the project	21.00 SYD	@ \$65.00	-----	\$1,365.00
11.6	Curb Ramp, Concrete Note: This balances the line to close the project	23.95 SYD	@ \$245.00	-----	\$5,867.75
11.8	PCCP for Approaches, 9" Note: This balances the line to close the project	324.74 SYD	@ \$100.00	-----	\$32,474.00
12.2	Mailbox Assembly, Triple Note: This balances the line to close the project	-1.00 EA	@ \$500.00	-----	-\$500.00
12.3	Mailbox Assembly, Triple Note: This balances the line to close the project	-36.50 LFT	@ \$450.00	-----	-\$16,425.00
13.0	Pipe, 4" PVC Note: This balances the line to close the project	-28.00 LFT	@ \$50.00	-----	-\$1,400.00
13.1	Pipe, 6" PVC Note: This balances the line to close the project	57.00 LFT	@ \$55.00	-----	\$3,135.00
13.2	Pipe, 8" PVC Note: This balances the line to close the project	199.00 LFT	@ \$57.50	-----	\$11,442.50
13.3	Pipe, 10" PVC Note: This balances the line to close the project	-89.00 LFT	@ \$65.00	-----	-\$5,785.00
13.4	Pipe, 12" PVC Note: This balances the line to close the project	-88.00 LFT	@ \$75.00	-----	-\$6,600.00
13.5	Pipe, 18" RCP Note: This balances the line to close the project	6.00 LFT	@ \$75.00	-----	\$450.00
13.6	Pipe, 24" RCP Note: This balances the line to close the project	-27.00 LFT	@ \$90.00	-----	-\$2,430.00
13.7	Pipe, 12" HDPE, Perforated Note: This balances the line to close the project	-28.00 LFT	@ \$27.50	-----	-\$770.00
13.8	Pipe, 24" HDPE, Perforated Note: This balances the line to close the project	-38.00 LFT	@ \$50.00	-----	-\$1,900.00
13.9	Pipe, 48" HDPE, Perforated Note: This balances the line to close the project	190.00 LFT	@ \$120.00	-----	\$22,800.00
13.10	Sanitary Service Connection Note: This balances the line to close the project	2.00 EA	@ \$3,850.00	-----	\$7,700.00
13.11	Pipe, 15" PVC Note: This balances the line to close the project	-71.00 LFT	@ \$130.00	-----	-\$9,230.00

14.2	Storm Manhole, Drywell 72" Dia. Note: This balances the line to close the project	-1.00 EA	@ \$4,500.00	-----	-\$4,500.00
15.1	Catch Basin, 48" Dia. Note: This balances the line to close the project	-1.00 EA	@ \$4,500.00	-----	-\$4,500.00
15.2	Catch Basin, 60" Dia. Note: This balances the line to close the project	2.00 EA	@ \$6,250.00	-----	\$12,500.00
15.3	Casting, Adjust to Grade Note: This balances the line to close the project	-2.00 EA	@ \$585.00	-----	-\$1,170.00
16.1	Water Service Line, 4" Note: This balances the line to close the project	-202.00 LFT	@ \$87.00	-----	-\$17,574.00
16.2	Water Service Line, 1.5" Note: This balances the line to close the project	8.00 LFT	@ \$80.00	-----	\$640.00
16.3	Water Main, 6" Note: This balances the line to close the project	63.50 LFT	@ \$80.00	-----	\$5,080.00
16.4	Water Main, 8" Note: This balances the line to close the project	20.50 LFT	@ \$80.00	-----	\$1,640.00
16.5	Water Main, 12" Note: This balances the line to close the project	-179.00 LFT	@ \$115.00	-----	-\$20,585.00
16.6	Water Main, Fire Suppression Note: This balances the line to close the project	-13.00 LFT	@ \$85.00	-----	-\$1,105.00
16.7	Wedge Valve and Box, 6" Note: This balances the line to close the project	-1.00 EA	@ \$2,520.00	-----	-\$2,520.00
16.8	Wedge Valve and Box, 8" Note: This balances the line to close the project	-2.00 EA	@ \$3,380.00	-----	-\$6,760.00
16.9	Gate Valve and Box, 8" Note: This balances the line to close the project	5.00 EA	@ \$3,515.00	-----	\$17,575.00
16.11	Butterfly Valve and Box, 12" Note: This balances the line to close the project	-3.00 EA	@ \$4,300.00	-----	-\$12,900.00
16.12.1	Water Service Connection Extension Note: This balances the line to close the project	4.00 EA	@ \$1,500.00	-----	\$6,000.00
16.12a.1	Water Service-Building Reconnection Note: This balances the line to close the project	-5.00 EA	@ \$5,000.00	-----	-\$25,000.00
17.1	Mobilization & Demobilization for seeding Note: This balances the line to close the project	-1.00 EA	@ \$435.00	-----	-\$435.00
17.2	Mulched Seeding Note: This balances the line to close the project	-275.00 SYD	@ \$11.00	-----	-\$3,025.00
17.3	Rock Mulch Note: This balances the line to close the project	-2.00 TON	@ \$165.00	-----	-\$330.00

Date: 10/9/2025

17.4	Root Barrier Note: This balances the line to close the project	-400.00 LFT	@ \$7.00	-----	-\$2,800.00
19.1	Line, Thermoplastic, Solid, White, 4" Note: This balances the line to close the project	-1070.00 LFT	@ \$1.00	-----	-\$1,070.00
19.2	Line, Thermoplastic, Solid, Yellow, 4" Note: This balances the line to close the project	200.00 LFT	@ \$1.00	-----	\$200.00
19.3	Line, Thermoplastic, Solid, White, 24" Note: This balances the line to close the project	-24.00 LFT	@ \$11.00	-----	-\$264.00
19.5	Transverse Mrkg, Epoxy, Parking Line, 4" Note: This balances the line to close the project	1211.00 LFT	@ \$5.00	-----	\$6,055.00
19.6	Transverse Mrkg, Thermo, White, 24" Stop Note: This balances the line to close the project	16.00 LFT	@ \$11.00	-----	\$176.00
19.7	Transverse Mrkg, Thermo, White, Xwalk, 6" Note: This balances the line to close the project	93.00 LFT	@ \$1.50	-----	\$139.50
20.3	Sign Sheet, with Legend, 0.100" Note: This balances the line to close the project	0.50 SFT	@ \$75.00	-----	\$37.50
5.1	Excavation, Common Note: This balances the line to close the project	211.00 CYD	@ \$27.50	-----	\$5,802.50
7.1	Compacted Aggregate, No. 53 Note: This balances the line to close the project	-87.95 TON	@ \$40.00	-----	-\$3,518.00
9.1	HMA Surface, Type B Note: This balances the line to close the project	8.96 TON	@ \$125.00	-----	\$1,120.00
9.2	HMA Intermediate, Type B Note: This balances the line to close the project	33.78 TON	@ \$100.00	-----	\$3,378.00
9.3	HMA Base, Type B Note: This balances the line to close the project	72.00 TON	@ \$95.00	-----	\$6,840.00
9.4	Joint Adhesive, Surface Note: This balances the line to close the project	-315.00 LFT	@ \$0.85	-----	-\$267.75
9.5	Joint Adhesive, Intermediate Note: This balances the line to close the project	-315.00 LFT	@ \$0.85	-----	-\$267.75
9.6	Liquid Asphalt Sealant Note: This balances the line to close the project	-315.00 LFT	@ \$0.20	-----	-\$63.00
11.4	Header, Concrete Note: This balances the line to close the project	-630.00 LFT	@ \$85.00	-----	-\$53,550.00
11.7	PCCP for Approaches, 6" Note: This balances the line to close the project	44.06 SYD	@ \$115.00	-----	\$5,066.90
11.8	PCCP for Approaches, 9" Note: This balances the line to close the project	16.60 SYD	@ \$115.00	-----	\$1,909.00

13.2	Pipe, 8" PVC Note: This balances the line to close the project	10.00 LFT	@ \$60.00	-----	\$600.00
14.3	Drywell, 72" Note: This balances the line to close the project	1.00 EA	@ \$6,500.00	-----	\$6,500.00
CO3.6	12" Sanitary Sewer Line, Abandon-in-Place Note: This balances the line to close the project	60.00 LFT	@ \$47.50	-----	\$2,850.00
CO6.8	Compacted Aggregate, No. 53 Note: This balances the line to close the project	-4.90 TON	@ \$39.25	-----	-\$192.33
CO6.9	Curb, Concrete Note: This balances the line to close the project	185.00 LFT	@ \$45.00	-----	\$8,325.00
CO6.10	PCCP for Approaches, 6 in. Note: This balances the line to close the project	-125.00 SYD	@ \$95.00	-----	-\$11,875.00
CO6.11	Sidewalk, Concrete 4 in. Note: This balances the line to close the project	-90.00 SYD	@ \$65.00	-----	-\$5,850.00
CO6.12	HMA Surface, Type B Note: This balances the line to close the project	-42.00 TON	@ \$120.00	-----	-\$5,040.00
CO6.15	Joint Adhesive, Surface Note: This balances the line to close the project	-175.00 LFT	@ \$0.85	-----	-\$148.75
CO6.16	Joint Adhesive, Intermediate Note: This balances the line to close the project	-155.00 LFT	@ \$0.85	-----	-\$131.75
CO6.17	Liquid Asphalt Sealant Note: This balances the line to close the project	-175.00 LFT	@ \$0.20	-----	-\$35.00
CO6.18	Asphalt for Tack Coat Note: This balances the line to close the project	-0.25 TON	@ \$1,550.00	-----	-\$387.50
CO6.21	Pipe, 8IN C900 PVC Note: This balances the line to close the project	-205.037 LFT	@ \$67.50	-----	-\$13,840.00
CO6.24	General Site Grading (Swale Grading) Note: This balances the line to close the project	-0.50 LS	@ \$5,020.00	-----	-\$2,510.00
CO6.25	Mulched Seeding Note: This balances the line to close the project	-350.00 SYD	@ \$11.00	-----	-\$3,850.00
CO6.31	Pipe, 8" PVC Note: This balances the line to close the project	-3.00 LFT	@ \$57.50	-----	-\$172.50
CO6.32	Pipe, 24" HDPE Perforated Note: This balances the line to close the project	-5.00 LFT	@ \$50.00	-----	-\$250.00
CO6.33	No. 2 Stone for French Drain Note: This balances the line to close the project	-212.54 TON	@ \$62.50	-----	-\$13,283.75
CO7.3	Transverse Marking, Epoxy, Blue ADA Xhatch, Note: This balances the line to close the project	-10.00 LFT	@ \$4.35	-----	-\$43.50
Subtotal -					(\$349,464.29)

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$4,248,803.95
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to 7		\$280,400.73
3. Amount of Contract, not including this supplement		\$4,529,204.68
4. Addition /Reduction to Contract due to this supplement		(\$349,464.29)
5. Amount of Contract, including this supplemental		\$4,179,740.39
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		(\$69,063.56)
7. Total percent of change in the original contract price Includes Change Order No. 1 to 8 (Line 6 divided by Line 1)		-1.63%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days, making the final completion date October 24, 2025
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as X-2444, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 10.07.25
Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Redevelopment Director

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative

Printed

Title



ENGINEERING DEPARTMENT CITY OF GOSHEN

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

MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **RECOMMENDATION TO REQUEST REMOVAL OF CROSSWALK –
MAIN STREET AT WEST MONROE STREET**

DATE: October 9, 2025

The Mayor's Office received a letter from Mr. Hernandez Lopez requesting safety improvements at the crosswalk across Main Street at West Monroe Street. Mr. Hernandez Lopez relayed concerns that the crosswalk did not have safety features and no "real structure". In his letter, Mr. Hernandez Lopez states that he believes a crosswalk button and sign should be added here. Engineering staff reached out to Mr. Hernandez Lopez for clarification regarding the request, but given the existing warning signs, the assumption is that the request is for a flashing beacon or controlled pedestrian signal, which would be button-activated.

Main Street at this location is a three-lane roadway (two travel lanes with one two-way left turn lane), with an AADT of 12,000 vehicles (2024) and 85th percentile speed of 30 MPH (2014). Historic traffic counts have shown volumes over 15,000 vehicles per day. Using the recent US DOT "Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations" (Guide), as well as standards and guidance from the 11th edition of the National MUTCD (MUTCD), engineering staff found support for, at minimum, a high-visibility crosswalk; location of Pedestrian Crossing warning signs closer to the crossing; and the additional of an advance Pedestrian Crossing Crossing Assembly warning sign, which appears to be missing in the northbound direction (see Exhibit A and Table 1 from the Guide).

Staff from St. John the Evangelist Catholic Church confirmed that there is staff that uses the crosswalk daily, crossing from the office at 422 S Main Street to the church and school. Students do not use the Main Street crosswalk. Goshen Engineering presented the requested safety improvements and minimum recommendations to the July 17, 2025, Traffic Commission meeting.

Commissioners considered the minimum improvements and usage but raised concerns over the location of the crosswalk, as it crosses two through lanes with heavy traffic and a turn lane. Pedestrian visibility was also a concern, as southbound traffic may not be able to see a pedestrian crossing if a vehicle was stopped, waiting to turn left in the turn lane. Finally, Commissioners

highlighted the nearby crosswalk at Madison Street, which is a signalized intersection with pedestrian signal heads, as a safer crossing and close enough to be used as an alternative.

For these reasons, Commissioners voted with a unanimous recommendation to request INDOT eliminate the crosswalk at Main Street and West Monroe Street (see Exhibit B).

Requested Motion: Move to deny the request for additional safety improvements and recommend INDOT remove the crosswalk of Main Street at West Monroe Street.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

Table 1. Application of pedestrian crash countermeasures by roadway feature.

Roadway Configuration	Posted Speed Limit and AADT								
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
2 lanes (1 lane in each direction)	① 2 4 5 6 7 9	① 5 6 7 9	① 5 6 7 9	① 4 5 6 7 9	① 5 6 7 9	① 5 6 7 9	① 4 5 6 7 9	① 5 6 7 9	① 5 6 9
3 lanes with raised median (1 lane in each direction)	① 2 3 4 5 7 9	① 3 5 7 9	① 3 5 7 9	① 3 4 5 7 9	① 3 5 7 9	① 3 5 7 9	① 3 4 5 7 9	① 3 5 7 9	① 3 5 9
3 lanes w/o raised median (1 lane in each direction with a two-way left-turn lane)	① 2 3 4 5 6 7 9	① 3 5 6 7 9	① 3 5 6 7 9	① 3 4 5 6 7 9	① 3 5 6 7 9	① 3 5 6 7 9	① 3 4 5 6 7 9	① 3 5 6 7 9	① 3 5 6 9
4+ lanes with raised median (2 or more lanes in each direction)	① 3 5 7 8 9	① 3 5 7 8 9	① 3 5 8 9	① 3 5 7 8 9	① 3 5 7 8 9	① 3 5 8 9	① 3 5 7 8 9	① 3 5 8 9	① 3 5 8 9
4+ lanes w/o raised median (2 or more lanes in each direction)	① 3 5 6 7 8 9	① 3 5 6 7 8 9	① 3 5 6 8 9	① 3 5 6 7 8 9	① 3 5 6 7 8 9	① 3 5 6 8 9	① 3 5 6 7 8 9	① 3 5 6 8 9	① 3 5 6 8 9

Given the set of conditions in a cell,

- # Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.
- Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.
- Signifies that crosswalk visibility enhancements should always occur in conjunction with other identified countermeasures.*

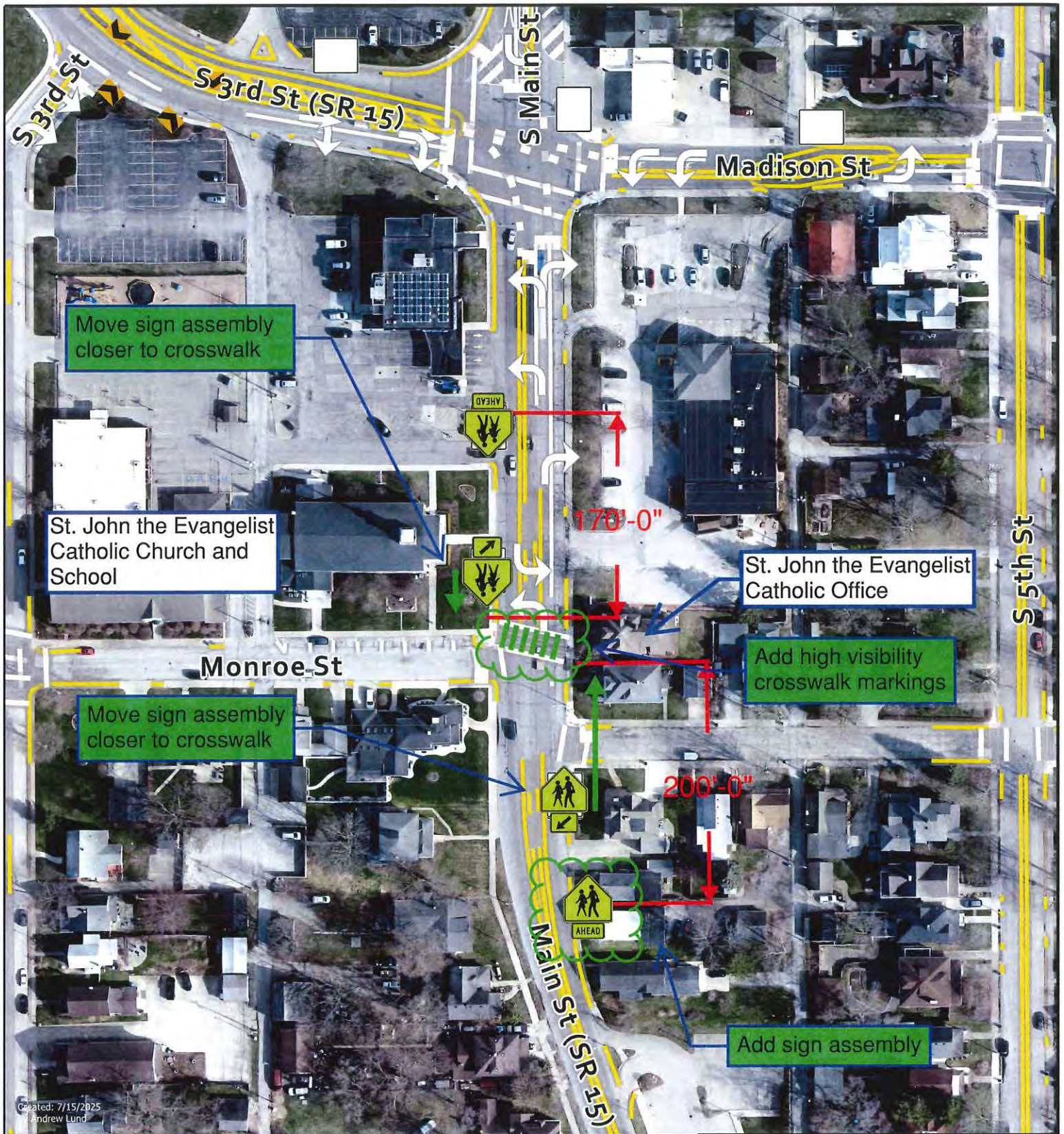
The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

- 1 High-visibility crosswalk markings, parking restrictions on crosswalk approach, adequate nighttime lighting levels, and crossing warning signs
- 2 Raised crosswalk
- 3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
- 4 In-Street Pedestrian Crossing sign
- 5 Curb extension
- 6 Pedestrian refuge island
- 7 Rectangular Rapid-Flashing Beacon (RRFB)**
- 8 Road Diet
- 9 Pedestrian Hybrid Beacon (PHB)**

*Refer to Chapter 4, 'Using Table 1 and Table 2 to Select Countermeasures,' for more information about using multiple countermeasures.

**It should be noted that the PHB and RRFB are not both installed at the same crossing location.

Exhibit A – Main Street Crosswalk at Monroe Street Safety Improvements as Presented to Traffic Commission



City of Goshen

Main Street Crosswalk at Monroe Street

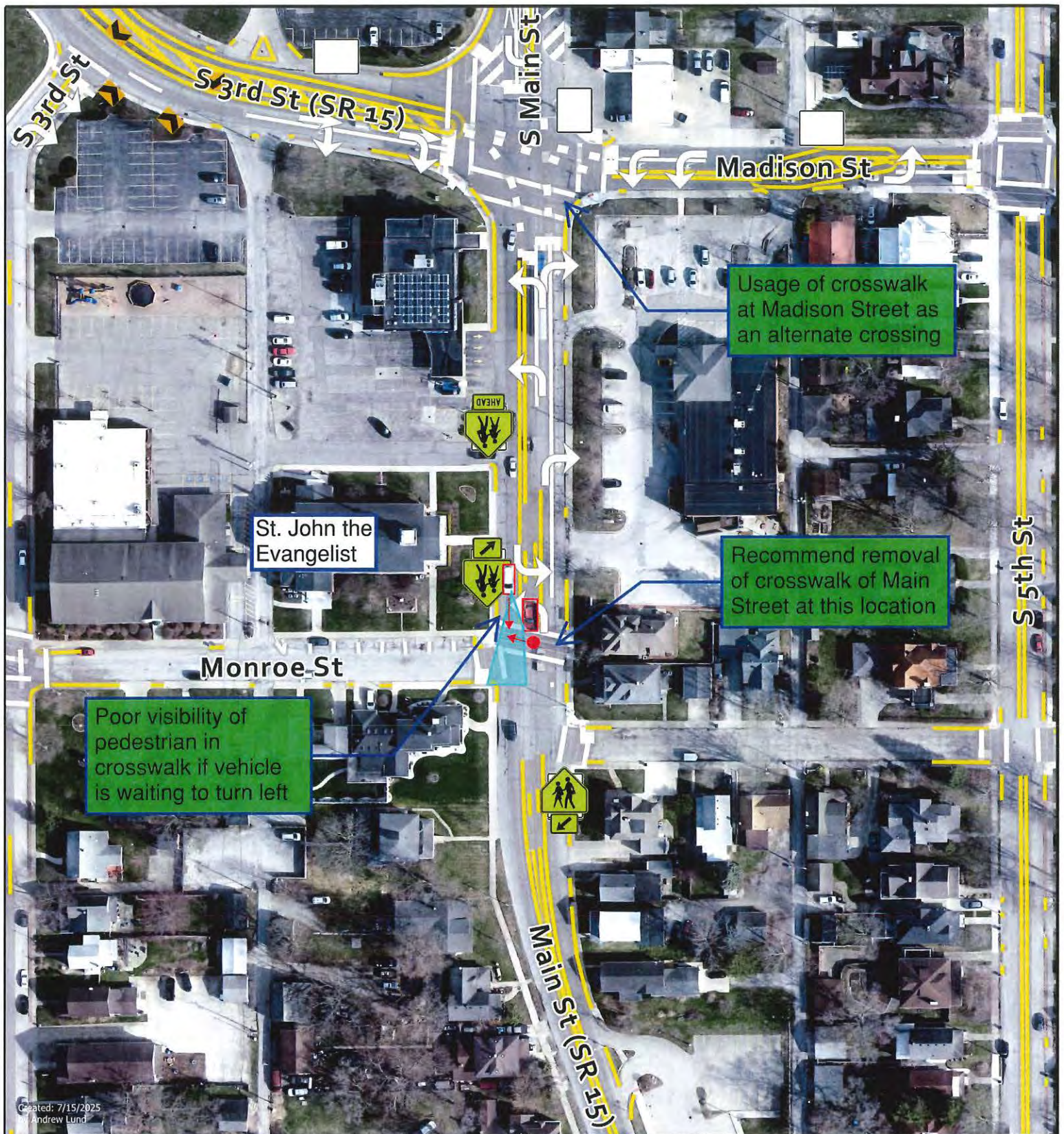
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0 35 70
US Feet

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

Exhibit B – Main Street Crosswalk at Monroe Street Visibility Issues and Recommendation for Removal



Created: 7/15/2025
Andrew Lund

City of Goshen

Main Street Crosswalk at Monroe Street



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US Feet

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering and Stormwater Departments

RE: **PUBLIC INFORMATION – SMOKE TESTING**

DATE: October 9, 2025

On Wednesday October 15th, Goshen Engineering, Stormwater, and Utilities will smoke test the storm sewer at the intersection of 9th Street and College Ave.

The potentially affected area will be to the south and west of this structure in public ROW and on the campus of Goshen College.

The tracer smoke that will be pumped into the sewer is non-toxic, but residents and business in the area are requested to check their plumbing in advance of the posted date to make sure drain traps are filled with water.

Goshen Utility and Stormwater personnel will distribute notification flyers to residents and businesses that are within the potential reach of the tracer smoke.

Questions related to the smoke testing can be directed to the Goshen Engineering Department at 574-534-2201.