



City of Goshen Board of Public Works & Safety

Regular Meeting Agenda

4:00 p.m., November 13, 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/Deputy Mayor Mark Brinson

Approval of Minutes: Oct. 30, 2025 and Nov. 6, 2025 Regular Meetings

Approval of Agenda

- 1) Bid opportunities:** Open bids received for five 2026 or Newer Hybrid Police Pursuit SUV(s), read the bid amount and refer the bids to the City Attorney's Office for further review
- 2) Requests for proposals:** Open proposals for purchase of real property at 908 N. 6th Street, read aloud the proposal's name and offer and refer the proposals to the Redevelopment Commission for further consideration
- 3) Fire Department request:** Approve the promotions of Probationary Privates Charles Holderbaum, Brian Guerra, and Ryan Rentfrow to the positions of Private 1st Class Firefighters with the Goshen Fire Department, effective to Nov. 15, 2025
- 4) Kennyland Tree Works LLC request:** To remove a tree at 812 South 7th St., approve a closure of South 7th Street, between East Plymouth Street and the alley to the north, and the street halfway between East Plymouth Street and East Douglas Street, Nov. 18-19, 2025
- 5) Legal Department request:** Approve and authorize Mayor Leichty to execute the agreement with ACM Engineering & Environmental Services for Mold Optical Air Sampling Assessment and Radon Testing in the leased spaces in the Historic County Courthouse
- 6) Legal Department request:** Approve and authorize Mayor Leichty to execute the agreement with KIL Architecture/Planning for Preliminary Architectural Design and Planning Services in the City Police/Court Building
- 7) Legal Department request:** Approve & authorize the Mayor to execute Amendment No. 2 to the contract for Solid Waste Collection Services with Waste Management of Indiana, LLC.



8) Utilities Office request: Move uncollected finaled accounts from active to collection, sewer liens and write offs – \$6,580.48 for the period through Aug. 25, 2025

9) Engineering Department request: Approve the acceptance of infrastructure of roadway, water main, sanitary and storm sewers, and sidewalk for maintenance for The Crossing Subdivision, Phase 2 and Phase 3 for a total of \$1,035,961.71

Privilege of the Floor

REVIEW/COMPLIANCE HEARINGS ON BUILDING COMMISSIONER ORDERS: 4:00 p.m., November 13, 2025

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

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

10) Final report for property at 322 W. Oakridge Avenue, which was the subject of prior enforcement efforts by the Board

11) Final report for property at 423 N. 5th Street, which was the subject of prior enforcement efforts by the Board

12) Final Report for property at 513 N. 5th Street, which was the subject of prior enforcement efforts by the Board

Approval of Civil City and Utility Claims

Adjournment



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
MINUTES OF THE OCTOBER 30, 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 Oct. 9, 2025 and Oct. 16, 2025 meetings as prepared by Clerk-Treasurer Aguirre. Board member Orv Myers made a motion to approve the minutes as presented. Board member Mary Nichols seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the suggested addition of agenda item #10, *Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Custom Paint and Finish LLC for painting of Goshen City Court & Clerk's Offices in the Historical County Courthouse.* Board member Myers made a motion to approve the amended agenda as proposed. Board member Nichols seconded the motion. The motion passed 5-0.

1) Bid opportunities: Open bids received from contractors for the Downtown Vault Closure Program, read the "Total (Estimated) Project Cost" amount and refer the bids to the City Engineering Department

On behalf of the City Engineering Department, the City solicited sealed bids from contractors for the for the Downtown Vault Closure Program. All sealed bids were due by 3:45 p.m. on Oct. 30, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting. City staff asked that the Board open and announce any bids submitted and refer them to the Engineering Department for review.

Mayor Leichty asked if there are any additional bids to be submitted to the Board. There were not. The Mayor then announced that the following bid was received: **Yaw Construction, Inc., Goshen, IN: \$274,500**

Myers/Nichols made a motion to forward the bid to the City Engineering Department for review. The motion passed 5-0.

2) Downtown Goshen, Inc. request: Approve the updated request and map for the Nov. 7 Light Parade

Amanda Rose, the director of Downtown Goshen First Fridays, requested the approval of changes and street closures for the annual downtown Light Parade on Nov. 7, 2025.

Rose asked for the closure of East Washington Street, from 5th to Main streets, from 2 to 10 p.m. with no parking to allow for food trucks and vendors. She also asked for: no parking in half of the parking lot behind 130 N Main for parade staging from 3 p.m. to 9 p.m.; no parking in the parking lot behind 215 East Lincoln Street for parade staging from 3 p.m. to 9 p.m.; the closure of 5th Street, from Clinton to Lincoln streets for parade staging from 3:30 p.m. to 6:45 p.m.

In a memorandum to the Board, **Rose** wrote that the parade will start at 6:45 p.m. at the corner of 5th and Clinton streets, head West on Clinton to Main Street; proceed south on Main Street to Jefferson Street, head east on Jefferson Street, and north on 5th street back to the staging area. Rose requested no parking along the parade route from 5 to 9 p.m. She said the streets will reopen immediately following the parade with the assistance of the Police Department, Fire Department, and Street Department. Rose also said businesses affected by the closures have been informed. She also requested street barricades from the Street Department.

In response to a question from the Mayor, **Rose** said there were 32 entries for the parade.

Myers/Nichols made a motion to approve the updated requests for the Light Parade. The motion passed 5-0.



3) Cornerstone Financial Solutions request: For the replacement of awnings and to complete painting at 102-104 Main Street, approve the closure of portions of the downtown sidewalks

Amy Frankenberger, CPA, the owner of Cornerstone Financial Solutions LLC, asked the Board for permission to close the sidewalks in front of her business at 102/104 South Main Street, to complete some work, including pressure washing and repainting.

In a written request to the Board, **Frankenberger** indicated that the building is owned by the Laura Kindig Seminary Trust (Tom Leatherman, trustee) and the costs will be split between the Trust and Cornerstone.

Frankenberger wrote that she would be repainting the red brick building back to the same color, repainting the white trim back to white around all the windows, changing the awning to just cover the entrance at 104 South Main Street (the primary entrance) and painting the decorative trim around the front doors at 102 and 104 back to a solid black color. The steps and railings will also be painted black. Frankenberger attached sketches of the project.

Frankenberger said the current awning over 102/104 was being removed the week of Oct. 27, 2025, and the painting would be started after the sidewalk closure was approved.

To complete the work, **Frankenberger** requested the closure of the sidewalks adjacent to her building on both Main and Lincoln streets. She assured the Mayor the work would not interrupt First Friday activities on Nov. 7.

City Civil Engineer Brad Minnick said he discussed the work schedule with Frankenberger and appreciated her cooperation in not interfering with First Friday activities. He also said it would be best if the scaffolding on the sidewalk could be removed every night for safety reasons. **Frankenberger** said that would be done.

Frankenberger said she hoped the City would provide the barricades. **City Street Commissioner David Gibbs** said because of ongoing work through mid-November, he didn't believe the City could provide the barricades. He said they could be rented.

Mayor Leichty said the Board could approve the request on the condition that Frankenberger rent barricades.

Frankenberger said she would have to look into that because she assumed the City would provide barricades.

After Board discussion about the barricade needs and the work timeline, Board member Myers made a motion to approve the sidewalk closure on the condition that the applicant get barricades to secure the area.

Board member Nichols seconded the motion. The motion passed 5-0.

4) Dyksen & Sons Builders request: Approve the partial closure of City Parking Lot Q for two months for work on the adjacent Democrat Building

Bruce Dyksen, president and owner of Dyksen & Sons Builders, requested the partial closure of City Parking Lot Q to work on the north side of the adjacent Democrat Building.

In a letter to the Board, **Dyksen** wrote that he needed spaces blocked off for brick repair work due to installing a new window and installing new brick veneer. He also asked for approval to place a dumpster at the rear of the parking lot, closest to the alley. **Dyksen** wrote that he has been advised how to place the dumpster correctly so as not to damage the new parking lot surface and requested the closure from Nov. 17, 2025 to Jan. 31, 2026.

Dyksen added that he anticipated working on this side of the building for two to three months, depending on weather. He also requested the use of City barricades to block off the spaces on the south side of the lot.

City Civil Engineer Brad Minnick said he discussed the project with Dyksen and to protect the surface of the new parking lot, the City supported the placement of a dumpster in right of way on Main Street. Street in front of the Democrat Building. As a safety precaution, he said the two corners of the dumpster closest to the travel lane on Main Street will need to be delineated by lighted or reflective material to identify the dumpster. He said the dumpster, which would need to be placed on wood blocking or sheeting to protect the street surface, cannot interfere with vehicular traffic and would need to be removed if it became a traffic or safety hazard. And Minnick said the waste hauler will need to provide proof of insurance to the City.

Dyksen said he agreed with all of those conditions.



Asked about the use of City barricades, **Street Commissioner David Gibbs** said they should be available. **Myers/Nichols made a motion to approve placement of dumpster on Main Street, adjacent to the Democrat Building and City Parking Lot Q, on the conditions the applicant use appropriate safety devices and implement the recommended measures to protect the street surface. The motion passed 5-0.**

5) Legal Department request: Approve Resolution 2025-28, *Approving New City of Goshen Fire Department Policy, effective upon passage*

City Attorney Bodie Stegelmann said the Board previously approved City of Goshen Fire Department Policies developed in coordination with Lexipol, LLC. He said the Fire Department and Lexipol, LLC staff have identified a certain additional new policy deemed appropriate due to legislative or other changed circumstances.

Attached to Resolution 2025-28 was the new policy. If the Board approves Resolution 2025-28, the policy will be inserted into the City Policy Manual in final form.

The new policy deals with the City's new Mobile Integrated Health Community Paramedic Program.

Myers/Nichols made a motion to approve Resolution 2025-28, *Approving New City of Goshen Fire Department Policy, effective upon passage. The motion passed 5-0.*

6) Legal Department request: Approve Resolution 2025-29, *Approving Revised City of Goshen Police Department Policies and Repealing Certain Policies, effective Nov. 6, 2025*

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

Attached to Resolution 2025-29 were redlined existing policies to show the revisions suggested. He said if the Board approves Resolution 2025-29, the redlines will be removed and the policies will be inserted into the Policy Manual in final form.

Resolution 2025-29 would amend the following policies and repeal the previous versions of the policies:

- 314 – Child Abuse
- 335 – Off-Duty Law Enforcement Actions
- 410 – Emergency Detentions
- 414 – Immigration Violations
- 422 – Mobile Audio/Video
- 430 – Civil Disputes
- 501 – Traffic Accidents
- 602 – Asset Forfeiture
- 604 – Brady/Giglio Information
- 801 – Records Section
- 1000 – Recruitment and Selection

Goshen Councilor At-Large Linda Gerber thanked Board members for their service and their thoughtfulness in making decisions every week. She then objected to one of the proposed policy updates "414 – Immigration Violations" – by stating the following:

"While I understand that you're being asked to pass required updates, as an elected official, I want to share my concerns about the language being added as a result of Public Law 121, which is legislation that was passed by the state this last spring, with the support of our local state representatives.

Councilor Gerber continued, "This law does not reflect what is just or what is good policy for Goshen. Members of the immigrant community, our Mayor's office, local businesses, and other stakeholders tried to make their voices heard to lawmakers, but the law was passed without real consideration of their input.



"The state-mandated legislation creates uncertainty and insecurity. It's very difficult to administer, and it runs counter to the values that define our community. So, while we will comply with the law, I want to be clear, it does not reflect the spirit or priorities of Goshen. We can follow the law and still stand firmly for justice, compassion, and a community where everyone belongs.

Councilor Gerber concluded, "I want to thank **Mayor Leichty**, **Police Chief Miller**, and **City Attorney Stegelmann** for taking the time to meet with me and discuss this issue thoughtfully. I deeply appreciate your willingness to listen and your ongoing commitment to serving our community with care."

The Mayor thanked Councilor Gerber. There were no further comments from the public or the Board.

Myers/Nichols made a motion to approve Resolution 2025-29, Approving Revised City of Goshen Police Department Policies and Repealing Certain Policies, effective Nov. 6, 2025. The motion passed 5-0.

7) Legal Department request: Approve Resolution 2025-30, Approving a Revised City of Goshen Police Department Policy and Repealing a Certain Policy, effective Nov. 6, 2025

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

Attached to Resolution 2025-30 was the revised Policy 307 – Vehicle Pursuits. He said If the Board approved Resolution 2025-30, the revised Policy 307 – Vehicle Pursuits would be inserted into the Policy Manual, replacing the current Vehicle Pursuits policy. Stegelmann said this policy was being presented and considered separately was because there were substantial changes made to the policy.

Myers/Nichols made a motion to approve Resolution 2025-30, Approving a Revised City of Goshen Police Department Policy and Repealing a Certain Policy, effective Nov. 6, 2025. The motion passed 5-0.

8) Legal Department request: Accept the easement for Goshen City utility purposes at 64205 CR 31 from Wesley Nisley and Rhonda Hershberger and authorize the Mayor to execute the acceptance

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, recommended that the Board accept the attached Easement from Wesley Nisley and Rhonda Hershberger and authorize the Mayor to execute the acceptance. This easement is for Goshen City utility purposes at 64205 County Road 31, in Goshen.

Myers/Nichols made a motion to accept the Easement for Goshen City utility purposes at 64205 CR 31 from Wesley Nisley and Rhonda Hershberger, and authorize the Mayor to execute the Acceptance The motion passed 5-0.

9) Legal Department request: Approve and authorize Fred Schafer, Technology Coordinator, to execute five renewal/upgrade Comcast contracts

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Fred Schafer, City Technology Coordinator, to execute five (5) renewal/upgrade Comcast contracts for the following locations: 111 E Jefferson St.; 1424 Lincolnway E.; 1728 Reliance Rd.; 209 N. 3rd St.; and 201 S. 22nd St.

Stegelmann said these renewal/upgrade contracts extend the current Comcast contracts for the above-referenced locations by 24 months and provide higher speeds at lower prices.

Myers/Nichols made a motion to approve and authorize Fred Schafer, City Technology Coordinator, to execute five renewal/upgrade Comcast contracts. The motion passed 5-0.

10) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Custom Paint and Finish LLC for painting of Goshen City Court & Clerk's Offices in the Historical County Courthouse, which is more particularly described in exhibits attached to the agreement



City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Custom Paint and Finish LLC for painting of Goshen City Court & Clerk's Offices in the Historic County Courthouse, which is more particularly described in attached Exhibit A – Revised Contractor's Estimate No. 1363 dated 10-22-2025, Exhibit B – Map with marked work areas and Exhibit C – Painting specifications.

Stegelmann said the total cost for painting the marked areas will be \$17,275. The contractor shall complete all duties by Dec. 1, 2025

Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Oct. 30, 2025, requesting approval of the agreement, the seven-page agreement and four pages of exhibits (**EXHIBIT #1**).

Myers/Nichols made a motion to approve the agreement. The motion passed 5-0.

11) Engineering Department request: Approve the agreement with the Michiana Area Council of Governments (MACOG) for \$2,000 for annual traffic counts

City Civil Engineer Brad Minnick said attached to the Board's agenda packet was an annual agreement with the Michiana Area Council of Governments (MACOG) to supply the City of Goshen with Traffic Counts at locations listed in the agreement.

Minnick said MACOG will also complete two intersection analyses of our choice, which will include collecting traffic counts at the intersection, turn movements, signal timing data, digital photography, accident data, GPS data and a geometric layout of the intersection. He said the Engineering Department is still determining which intersections will be evaluated. The Agreement is in the amount of \$2,000.

Myers/Nichols made a motion to approve the agreement with MACOG for \$2,000 for annual traffic counts. The motion passed 5-0.

12) Stormwater Management Department request: Accept the post-construction stormwater management plan for Northern Indiana Public Service Company Elkhart River Substation as it has been found to meet the requirements of City Ordinance 5228

City Director of Public Works & Utilities Dustin Sailor said the developer of the Northern Indiana Public Service Company Elkhart River Substation, affecting one (1) or more acres of land and located at 1915 Hemlock Court, has submitted a sufficient post-construction stormwater management plan that is compliant with Ordinance 5228, "Stormwater Management."

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

Myers/Nichols made a motion to accept the post-construction stormwater management plan for the Northern Indiana Public Service Company Elkhart River Substation as it has been found to meet the requirements of City Ordinance 5228. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:27 p.m. There were no comments.



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 4:28 p.m.

EXHIBIT #1: *Before the meeting, the Legal Department provided Board members with a one-page memorandum, dated Oct. 30, 2025, requesting approval of the agreement, the seven-page agreement and four pages of exhibits for added agenda item #10, Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Custom Paint and Finish LLC for painting of Goshen City Court & Clerk's Offices in the Historical County Courthouse, which is more particularly described in exhibits attached to the agreement.*

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 NOVEMBER 6, 2025 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols, and Barb Swartley
Absent: None

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

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

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

1) Bid opportunities: Open bids received from contractors for the WWTP Digester Cover Replacement project, read the Base Proposal amount and refer the bids to the Engineering Department for further review. On behalf of the City Engineering Department, the City solicited sealed bids from contractors for the Wastewater Treatment Plant Anaerobic Digester No. 1 Dual Membrane Cover project.

All sealed bids were due by 3:45 p.m. on Nov. 6, 2025 to the Clerk-Treasurer's Office or by 4 p.m. at the Board's meeting. City staff asked that the Board open and announce any bids submitted and refer them to the Engineering Department for review.

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

- Reynolds Construction, LLC, Orleans, IN: \$887,000
- R. Yoder Construction, Inc., Nappanee, IN: \$678,915
- Thieneman Construction, Inc., Westfield, IN: \$823,000

Swartley/Landis made a motion to forward the bids to the City Engineering Department for review. The motion passed 5-0.

2) Police Department request: Approve the promotion of Officer Tyler Smoker #222 from the position of Probationary Patrol Officer to Patrol Officer, effective Nov. 11, 2025

City Police Chief Jose Miller asked the Board to approve the promotion of Officer Tyler Smoker #222 from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective to Nov.11, 2025.

Chief Miller said over the past year, Officer Smoker has successfully completed his probationary period. The Chief said, 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."

Swartley/Landis made a motion to approve the promotion of Officer Tyler Smoker #222 from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective to Nov.11, 2025. The motion passed 5-0.

Officer Tyler Smoker #222 was unable to be present so his swearing into office was delayed.

3) Legal Department request: Approve Resolution 2025-31, *Declaring Surplus and Authorizing Disposal of Radios and Miscellaneous Equipment*

City Attorney Bodie Stegelmann told the Board that the City Street Department wishes to dispose of radios and other miscellaneous equipment that are no longer needed.



Stegelmann said the estimated total value of the property is less than \$5,000. He said some items are worthless or of no market value.

Stegelmann said Resolution 2025-31 would declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code § 5-22-22-6 by transferring the property without advertising, and Indiana Code §5-22-22-8 by junking property that is worthless or of no market value.

Swartley/Landis made a motion to pass Resolution 2025-31 - Declaring Surplus and Authorizing the Disposal of Radios and Miscellaneous Equipment. The motion passed 5-0.

4) Engineering Department request: Approve the balancing Change Order No. 4, reducing the contract by \$36,828.44, for a final contract amount of \$2,232,878.27 for the Asphalt Paving Project

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve Change Order No. 4 - A Balancing Change Order for the Asphalt Paving Project.

Sailor said Change Order No. 4 would reduce the amended contract price by \$36,828.44 making the final contract amount \$2,232,878.27. This amount is 8.62% over the bid amount of \$2,055,649.40 due to previous change orders.

Contract amount as previously amended: \$2,269,706.70

Change Order No. 4: \$ -36,896.69

Revised contract amount: \$2,232,878.27

Before the meeting began, **Sailor** provided Board members with a revised memorandum, dated Nov. 6, 2025, with revised/corrected numbers (**EXHIBIT #1**)

Swartley/Landis made a motion to approve the balancing Change Order No. 4 reducing the contract by \$36,828.44, for a final contract amount of \$2,232,878.27. The motion passed 5-0.

5) Engineering Department request: Award the contract for the Downtown Vault Closure Program to Yaw Construction in the amount of \$190,600

City Director of Public Works & Utilities Dustin Sailor said that on Thursday, Oct.30, the City received one quote for the Downtown Vault Closure Program. Yaw Construction was the only quoter that responded to the City's solicitation. Yaw Construction's bid amount was \$274,500.00, which was over the engineer's estimate.

Sailor said following the bid, Goshen Engineering discussed Yaw Construction's bid approach and determined the bid included additional costs to provide coverage for "unforeseens." Through a negotiation process, Goshen Engineering worked to share some of the construction risk with Yaw Construction by offering to provide the pedestrian traffic control measures, and adding breakout bid items for:

- Removal of Demolition Debris
- Demolition of Foundation Walls
- Temporary Business Access

Through the negotiation process, **Sailor** said the original quoted price of \$274,500.00 was reduced to a final bid amount of \$190,600.

Based on the negotiated price, **Sailor** said Goshen Engineering was recommending that the Board of Works and Safety award the contract to Yaw Construction for the quoted price of \$190,600.

Sailor said after the 10 vaults in this agreement are closed, there may be additional vaults to be addressed.

Swartley/Landis made a motion to award the contract for the Downtown Vault Closure Program to Yaw Construction in the amount of \$190,600. 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 4:09 p.m. There were no comments.



At 4:09 p.m., Mayor Leichty opened hearings on unsafe building orders by the City Building Commissioner.

REVIEW/COMPLIANCE HEARINGS ON BUILDING COMMISSIONER ORDERS:

4:00 p.m., November 6, 2025

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

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

6) Review/compliance hearing for the Order of the City of Goshen Building Commissioner for 1615 West Wilden Avenue (T Capital Group, LCC, property owner)

At 4:09 p.m., Mayor Leichty opened a review/compliance hearing for the Order of the City of Goshen Building Commissioner for 1615 West Wilden Avenue (T Capital Group, LCC, property owner).

BACKGROUND:

In a Nov. 6, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that this matter was before the Board in response to an Order of the City of Goshen Building Commissioner issued for this property on Sept. 26, 2025, requiring various repairs to be made within thirty (30) days. A copy of that Order was attached.

Shuler wrote that the Building Commissioner's Order also set a review/compliance hearing. Therefore, he wrote that at the hearing, "the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property."

Based on the findings the Board makes, the Board may:

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond).
3. Rescind the Order.
4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises, such as authorizing action for receivership or other legal action.

For any action resulting in an Order, Shuler wrote that the Board should make specific findings in support.

In his Sept. 26, 2025 Order, **City Building Commissioner Myron Grise** notified the owners of 1615 West Wilden Avenue that they were in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1.

Grise cited the following violations of Goshen City Code Title 6, Article 3, Chapter 1 at the residential unit:

1. Failure to maintain all facilities, equipment, and utilities in safe working condition, as required by Code § 6.3.1.1(a).

- a. There is no working plumbing system.
- b. There is no working electrical system.
- c. There is no working furnace or heating and ventilation system; the duct work is not properly installed.
- d. There is no working water heater.

2. Failure to main all foundations, floors, walls, ceilings, and roof in a condition that is reasonably weather tight and rodent proof, and in good repair, as required by Code § 6.3.1.1(b).

- a. Areas of the garage roof have collapsed.
- b. House roof has loose shingles in need of repair.
- c. There are areas of soffit and fascia that are missing and need replacement, or loose and need repair.



3. Failure to maintain all windows and doors in a condition that is reasonably weather tight, rodent proof, in sound working condition, and in good repair, as required by Code§ 6.3.1.1(d).

a. There are multiple broken windows in both the house and garage located on the real estate.

4. Failure to properly secure all exterior doors, exterior windows, and exterior basement entrances for a vacant structure, as required by Code§ 6.3.1.1(ff).

a. There are multiple areas of accessibility to the interior of the house and garage located on the real estate, through missing or broken windows and open doors.

b. There is evidence of multiple squatters.

5. Failure to maintain all painted surfaces as properly coated and weather tight, as required by Code§ 6.3.1.1(g).

a. Areas around the house and garage have chipping and peeling paint that need to be scraped and repainted.

In addition, the residential structure is filled with trash, debris, waste, and materials, and otherwise not maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code.

Grise wrote that the residential structure on the real estate “has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety and is therefore unsafe within the meaning of LC.§ 36-7-9-4(a)(5). In addition, the real estate is vacant and not maintained in a manner that would permit human habitation, occupancy, or use under the requirements of Goshen City Code, and is therefore unsafe within the meaning of LC.§ 36-7-9-4(a)(6). The residential structure is vacant, not secure, has attracted squatters and vandals that have left trash, debris, waste, and other materials within the residential structure that contributes to its deterioration and dilapidated state, rendering it a public nuisance, and is therefore unsafe within the meaning of LC.§ 36-7-9-4(a)(4).”

Grise ordered the property owner to “complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Goshen City Building Code and Neighborhood Preservation Ordinance.” He ordered completion of work within 30 days and to appear at a Board hearing on Nov. 6, 2025.

REPORT OF BOARD HEARING ON NOV. 6, 2025:

After convening the hearing, Mayor Leichty invited a presentation from Assistant City Attorney Don Shuler.

Shuler and City Building Commissioner Myron Grise then gave the Board a report through the use of a PowerPoint presentation titled “Unsafe Building Hearing – Staff Report, 1615 W. Wilden Avenue, Goshen, November 6, 2025” (**EXHIBIT #2**).

Shuler said the City effectuated service of the Building Commissioner’s order to the property owners, T Capital Group LLC of Gilbert, Ariz. and the mortgage holder of interest, Lima One Capital, LLC of Greenville, S.C. **Shuler** said service was accomplished through certified mail to the property owners (**EXHIBIT #3**).

Shuler said property violations identified in the Building Commissioner’s Order included: no working plumbing system or electrical system; no working furnace or other HVAC system; duct work was not properly installed; no working water heater; loose shingles and soffits and fascia that need repair or replacement; broken windows and doors; and significant evidence of squatters in the home. Based on these conditions, **Shuler** said the Building Commissioner determined the structure was unsafe and constituted a public nuisance. And that was the basis of his order.

Mayor Leichty swore in City Building Commissioner Myron Grise to give truthful and complete testimony.

Grise summarized the home’s conditions as follows: “What we saw was a house and garage in rough shape. No working plumbing or electric, no furnace, no water heater, ductwork was falling apart, and the building wasn’t weather-tight. The garage roof sections were falling down, loose shingles, missing loose soffits, and fascia. Windows are broken, doors and openings aren’t secure, and it’s been easy for people to get in.”



Grise continued, "Inside, it's full of trash and debris, not livable at all. Bottom line, from my order, the place doesn't meet minimum health and safety standards ... It's a public nuisance. Repairs and proper permits were required within 30 days.

"Since then, nothing shows it's any better. No contact from the owner, no permits, no inspections, no visible repairs. Conditions generally remain the same, and will keep getting worse if nothing happens," **Grise** said. "We need Board action to get repairs moving. We stopped by yesterday, and there's homeless people in there again. So, we're dealing with that on that property."

Grise then provided a more detailed description of the poor condition of the structure by showing a series of color photographs taken earlier this summer two times. Photos clearly documented the exterior and interior conditions.

Grise said it appeared two adults and a young child have been living in the home.

Shuler said the Board had the following options on how to respond:

- Provide the property owner additional time to make repairs and schedule a future review hearing;
- Find a "willful failure" to comply with the Building Commissioner's Orders, and impose a Civil Penalty for each Order up to \$5,000
- Impose the Civil Penalty, suspend upon substantial completion of repairs in 30/45/60 days, schedule for review hearing
- Authorize Building Commissioner to take legal action, including seeking a receivership for the Property, to effectuate repairs to the Property
- And a combination of the above options

Shuler recommended that the Board affirm the findings from the Building Commissioner's Order that both the house and the garage are unsafe and need of repairs **and that there's been a willful failure to comply and no response from the property owners for 11 months.** He said, "It seems like the owner's just abandoned it, and it's becoming a place for people to squat."

Shuler further recommended the imposition of a civil penalty of \$5,000 payable within a couple weeks, and then authorize the Building Commissioner to take legal action "because if we have an absentee owner, we don't really have any good options, and it does seem like this is a house and property ... that can be fixed, so demolition is not necessarily appropriate at this stage. So, we'd like the **option to investigate those options to see what can be done to remedy the property.**"

In response to Board questions, **Shuler** said no one was present today to represent the property owner and that the home was owned by a corporation based in Arizona. He said the City hasn't had any communication with the owners. He said he believes the property was purchased at a Sheriff's sale. The deed was recorded in 2023.

Of this dilapidated property and ones like it, **Mayor Leichty** said, "Unfortunately, the challenge when there are occupants in the house like this, it takes a considerable amount of effort. So, we found this in the prospect house on the part of the Mobile Integrated Health team and our community partners to find a suitable alternative, which we do commit to working with people to find alternative housing.

"We don't just throw people out, but we do have to give them notice that they are not allowed to continue occupying the house, and then our Mobile Integrated team works with them to try to procure an alternative. But when we have these emergency cases, of course, there's a long waiting list for services in our community," the **Mayor** said.

"So, it takes time and a considerable amount of investment on the part of the City to make sure that we're providing safe, adequate housing for people and alternatives for them. I wish there was a commensurate fee that we could charge when landlords allow their properties to be occupied because of the amount and the cost that's incurred by the City or the community partners to provide that emergency housing."

Mayor Leichty said that today she would settle for what the law allows – "the maximum that we're allowed to charge. In this case, I assume that the maximum that we are allowed to charge is \$5,000." **Shuler** said that was correct.



Mayor Leichty responded, "I would settle for that. It's at least something to offset the cost that the City will incur in that process as well as affirming the order as it's been recommended, and taking legal action towards receivership. So, that would be my recommendation to the Board."

Board member Nichols agreed with the staff recommendation as did **Board members Myers, Landis** and **Swartley**.

After a clarification of Shuler's recommendation, Swartley/Landis made a motion to adopt the findings of the City Building Department for the property at 1615 W. Wilden Avenue and impose a civil penalty of \$5,000, payable by Nov. 20, 2025. The motion passed 5-0.

Mayor Leichty thanked Shuler and Grise for their work in this process.

7) Review/compliance hearing for the Order of the City of Goshen Building Commissioner for 2613 South Main Street (Thaly Silvestre, property owner)

At 4:29 p.m., Mayor Leichty opened a review/compliance hearing for the Order of the City of Goshen Building Commissioner for 2613 South Main Street (Thaly Silvestre, property owner).

BACKGROUND:

In a Nov. 6, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that this matter was before the Board in response to an Order of the City of Goshen Building Commissioner issued for this property on Sept. 26, 2025, requiring various repairs to be made within thirty (30) days. A copy of that Order was attached.

Shuler wrote that the Building Commissioner's Order also set a review/compliance hearing. Therefore, he wrote that at the hearing, "the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property."

Based on the findings the Board makes, the Board may:

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond).
3. Rescind the Order.
4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises, such as authorizing action for receivership or other legal action.

For any action resulting in an Order, Shuler wrote that the Board should make specific findings in support.

In his Sept. 26, 2025 Order, **City Building Commissioner Myron Grise** notified the owners of 2613 South Main Street that they were in violation of the City of Goshen Building Code and Neighborhood Preservation Ordinance, codified at Goshen City Code §§ 6.1.1 and 6.3.1.

Grise cited the following violations of Goshen City Code Title 6, Article 3, Chapter 1 at the residential unit:

1. Failure to maintain all facilities, equipment, and utilities in safe working condition, as required by Code § 6.3.1.1(a).

- a. Duct work is rusted and in need of replacement; there are ducts not properly connected nor installed.
- b. Plumbing lines have been cut or removed.

2. Failure to maintain all foundations, floors, walls, ceilings, and roof in a condition that is reasonably weather tight and rodent proof, and in good repair, as required by Code § 6.3.1.1(b).

- a. There is evidence of water damage within the residential structure.
- b. Walls have holes and other damage.
- c. Ceilings have holes and/or collapsed.



d. There is evidence of mold on ceilings.

3. Failure to maintain the rood in a sound, tight, and free of defects that admit rain, as required by Code§ 6.3.1.I(c).

a. There is evidence of water damage within the residential structure.

4. Failure to maintain all windows and doors in a condition that is reasonably weather tight, rodent proof, in sound working condition, and in good repair, as required by Code§ 6.3.1.I(d).

a. There are multiple cracked and broken windows throughout the residential structure.

In addition, **Grise** wrote that "the residential structure is filled with trash, debris, waste, and materials, and otherwise not maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code."

Grise wrote that the residential structure on the real estate "has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety and is therefore unsafe within the meaning of LC.§ 36-7-9-4(a)(5). In addition, the real estate is vacant and not maintained in a manner that would permit human habitation, occupancy, or use under the requirements of Goshen City Code, and is therefore unsafe within the meaning of LC.§ 36-7-9- 4(a)(6). The residential structure is vacant, not secure, has attracted squatters and vandals that have left trash, debris, waste, and other materials within the residential structure that contributes to its deterioration and dilapidated state, rendering it a public nuisance, and is therefore unsafe within the meaning of LC.§ 36-7-9-4(a)(4)"

Grise ordered the property owner to "complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Goshen City Building Code and Neighborhood Preservation Ordinance." He ordered completion of work within 30 days and to appear at a Board hearing on Nov. 6, 2025.

REPORT OF BOARD HEARING ON NOV. 6, 2025:

After convening the hearing, Mayor Leichty invited a presentation from Assistant City Attorney Don Shuler.

Shuler said the City effectuated service of the Building Commissioner's order to the property owner, Thaly Silvestre of Goshen, and others with a substantial property interest – Selene Finance, L.P. of Dallas, Texas and American Express National Bank of Vernon Hills, Illinois. Shuler said the certified mail send to Silvestre was unclaimed and returned, but service was completed to the other parties. **(EXHIBIT #4).**

Shuler and City Building Commissioner Myron Grise then gave the Board a report through the use of a PowerPoint presentation titled "Unsafe Building Hearing – Staff Report, 2613 S. Main Street, Goshen, November 6, 2025" **(EXHIBIT #5).**

Shuler said property violations identified in the Building Commissioner's Order included: a failure to maintain facilities, as required by code; ductwork that's rusted, ducts that were not properly connected; plumbing lines that appeared to have been cut or removed; evidence of water damage inside the home with some mold; collapsed ceilings; wall damage; multiple cracked and broken windows throughout the residential structure that was filled with trash, debris, and other materials. Based on those conditions, Shuler said the Building Commissioner determined the structure was unsafe and constituted a public nuisance. And that was the basis of his order for repairs in 30 days. In response to questions from **Board members**, **Shuler** discussed the process and requirements of effectuating service of the Building Commissioner's Order and the ownership of 2613 S. Main Street. He said that since the home was in foreclosure, he believed the owner had abandoned it and moved away.

Having previously sworn him in to provide truthful and complete testimony, Mayor Leichty invited City Building Commissioner Myron Grise to discuss the property. **Grise** aid City staff became aware of the home when half a tree fell across the driveway. Because of complaints from neighbors, City staff started investigating, found out it was vacant and obtained authorization to inspect the home.



Grise said, "The back door was unlocked, open, there's a front windows open, there's a curtain hanging out, so we were able to get access and do our inspection. Upon entering, we could tell that it's just a lot of debris. It's definitely fixable, but it needs a lot of work. There are some water leaks there also.

"We inspected this home over the summer. Photos show systems and basics aren't in working order, rusted loose ductwork, plumbing lines cut and removed. So, it's definitely not livable, and as it is, water damage and mold are visible on the ceilings. Some ceilings have holes, collapsed. There's a wall damage with holes, and it tells us the home has not been kept reasonably watertight, the roof isn't sound, tight. There are multiple cracked windows and broken windows. Inside, it's full of trash and debris."

Grise said another inspection, this week, confirmed the that the property is in the same condition. So, he said it was unsafe and he asked the Board to reaffirm his order with the findings he provided.

Grise then provided a more detailed description of the poor condition of the structure by showing a series of color photographs taken during an inspection. Photos clearly documented the exterior and interior conditions.

Grise said there was no evidence of occupancy.

Shuler said Selene Finance, L.P. of Dallas, Texas initiated a foreclosure against the property in November 2024. He said in October, Selene filed and obtained an order of judgment that allows them to proceed to a Sheriff's sale.

Shuler said Selene Finance has sent contractors to the home to get bids and a timeline for repair work, but are constrained in what they can do because they have not obtained legal title to the property. He said that even after an order of judgment, there is an appeal process that hasn't ended.

Shuler said staff were recommending that the Board affirm the Building Commissioner's findings and schedule a future review hearing. He added that the mortgage company had made good faith efforts to address the situation.

Mayor Leichty swore in John Tuskey, an attorney from Mishawaka who was representing Selene Finance, to provide truthful and complete testimony.

Tuskey said Selene Finance has received bids for repair work and that they are being evaluated, so there is a desire to repair the home. Tuskey said he had no objection to the proposed order by the Building Commissioner. He suggested scheduling another hearing on the property on March 5, 2026.

Shuler also recommended delaying the matter to March 5 so ownership can be established. He said the property has been secured, doors have been repaired and broken windows boarded up.

Mayor Leichty said she was willing to consider tabling the matter with a condition in response to concerns expressed by neighbors. She said she wanted to ensure that the exterior of the property would be secured and maintained, including raking leaves and mowing the grass. **Tuskey** said that would be acceptable.

Board members briefly discussed what would constitute adequate maintenance of the property. They also clarified Shuler's recommendation.

Swartley/Landis then made a motion to affirm the City Building Commissioner's findings that the property at 2316 South Main Street was unsafe and to set another review hearing on March 5, 2026 and in the meantime, Selene Finance, which has a monetary interest in the property, must secure and maintain the property, including the removal of leaves. The motion passed 5-0.

At 4:47 p.m., Mayor Leichty closed the review hearings on unsafe building orders by the City Building Commissioner

APPROVAL OF CIVIL & UTILITY CLAIMS

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



ADJOURNMENT

Mayor Leichty adjourned the meeting at 4:47 p.m.

EXHIBIT #1: *As the meeting began, City Director of Public Works & Utilities Dustin Sailor provided Board members with a revised memorandum, dated, Nov. 6, 2025, with revised/corrected numbers for agenda item #4, Engineering Department request: Approve the balancing Change Order No. 4, reducing the contract by \$36,828.44, for a final contract amount of \$2,232,878.27 for the Asphalt Paving Project.*

EXHIBIT #2: *A printed copy of a PowerPoint presentation titled "Unsafe Building Hearing – Staff Report, 1615 W. Wilden Avenue, Goshen, November 6, 2025." It was used by Assistant City Attorney Shuler and City Building Commissioner Myron Grise during the Board's review/compliance hearing for the Order of the City of Goshen Building Commissioner for 1615 West Wilden Avenue (T Capital Group, LCC, property owner).*

EXHIBIT #3: *Documents attesting to the service of the Building Commissioner's order to the property owners, T Capital Group LLC of Gilbert, Ariz. and the mortgage holder of interest, Lima One Capital, LLC of Greenville, S.C. Service was accomplished through certified mail to the property owners.*

EXHIBIT #4: *Documents attesting to the service of the Building Commissioner's order to the property owner, Thaly Silvestre of Goshen, and others with a substantial property interest – Selene Finance, L.P. of Dallas, Texas and American Express National Bank of Vernon Hills, Illinois. The certified mail send to Silvestre was unclaimed and returned, but service was completed to the other parties.*

EXHIBIT #5: *A printed copy of a PowerPoint presentation titled "Unsafe Building Hearing – Staff Report, 2613 S. Main Street, Goshen, November 6, 2025." It was used by Assistant City Attorney Shuler and City Building Commissioner Myron Grise during the Board's review/compliance hearing for the Order of the City of Goshen Building Commissioner for 2613 S. Main Street (Thaly Silvestre, property owner; substantial property interest by Selene Finance, L.P. of Dallas, Texas and American Express National Bank of Vernon Hills, Illinois).*

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 LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

November 13, 2025

To: Board of Public Works and Safety
From: Christina M. Bonham, Paralegal
Subject: Open Sealed Bids for Purchase of Hybrid Police Pursuit SUVs

On behalf of the Goshen Police Department, the City solicited sealed bids for the purchase of Hybrid Police Pursuit SUVs in accordance with Indiana Code § 5-22-8-3. Legal requests the Board of Public Works & Safety open sealed bids submitted for consideration at the November 13, 2025 meeting and forward all bid packages to Legal for review.

Suggested Motion:

Move to open all bids received for Hybrid Police Pursuit SUVs and forward to the Legal Department for review.



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

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

November 13, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Open Proposals for Sale of 908 N. 6th Street Real Estate

The Redevelopment Commission has issued a Request for Proposals to Purchase Real Property for the real estate generally located 908 N. 6th Street, Goshen. The first deadline for full-price offers was October 14, 2025, and no proposals were received. Per statute, the second deadline for any other offers is November 13, 2025, by 3:30 p.m., to be opened by the Board of Public Works and Safety.

Any proposals received should be opened, with the proposal's name and offer read aloud, and then the proposals referred to Redevelopment for further consideration.



ANTHONY D. POWELL

FIRE CHIEF, CITY OF GOSHEN

209 N. 3rd Street Goshen, Indiana 46526

Phone (574) 537-3853

Cell (574) 596-0940

Fax (574) 533-7263

anthonypowell@goshencity.com www.goshenindiana.org

November 10, 2025

To: Board of Works and Public Safety

RE: Promotion of Charles Holderbaum, Brian Guerra, and Ryan Rentfrow to
Private 1st Class

From: Fire Chief Anthony Powell

To the Goshen Board of Works & Public Safety,

I respectfully request approval for the promotions of Probationary Privates Charles Holderbaum, Brian Guerra, and Ryan Rentfrow to the position of Private 1st Class Firefighter with the Goshen Fire Department, effective November 15, 2025.

All three have been a tremendous addition to the Goshen Fire Department. They consistently demonstrate integrity, dedication, and a strong commitment to service. Their conduct and performance reflect the values of our department and leave a positive legacy within the community we serve.

Thank you for your consideration of this request.

Respectfully,

Anthony Powell



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: Matthew Kenny, Kennyland Tree Works, LLC
Date: Nov. 13, 2025
Subject: Requested closure of a portion of South 7th Street, Oct. 18-19, 2025

The Clerk-Treasurer received the following request on Nov. 4, 2025:

To whom it may concern:

Kennyland Tree Works LLC is requesting a full closure of the road and east sidewalk of South 7th St., between East Plymouth St. and the half road (or alley) to the north, halfway between East Plymouth St. and East Douglas St. The full closure is requested for 11/18/25 – 11/19/25 , 7am – 6 pm both days for removing a tree at 812 South 7th St.

I have been in contact with (City Civil Engineer) Brad Minnick with regard to this closure and have presented him with our traffic control plan.

I, Matthew Kenny, can be reached at the following: kennylandtwllc@gmail.com or 21911 County Road 142, Goshen, IN 46526 or by calling 574-575-8733.

Matthew Kenny

KENNYLAND

Tree Works LLC

21911 County Road 142

Goshen, IN 46526

574-575-8733

From: Minnick, Brad <bradminnick@goshencity.com>
Sent: Tuesday, November 4, 2025 8:28 AM
To: Matthew Kenny <kennylandtwllc@gmail.com>
Cc: clerktreasurer@goshencity.com <ClerkTreasurer@goshencity.com>
Subject: RE: Street closure at 812 S. 7th Street in Goshen for tree removal

Matthew –

Good morning. I will share with the Board of Works the traffic control plan I gave you below. To get on the agenda for the Board of Works meeting, please Reply All to this message with the date(s) and times request for the street and sidewalk closure. For example, 11-17-2025 through 11-18-2025, from 7 am – 5 pm.

Regarding schedule, it is a good idea to request an extra day, in case of inclement weather, equipment problems, etc. Also, a reminder to protect the sidewalk with plywood sheeting to avoid damaging it when felling the tree.

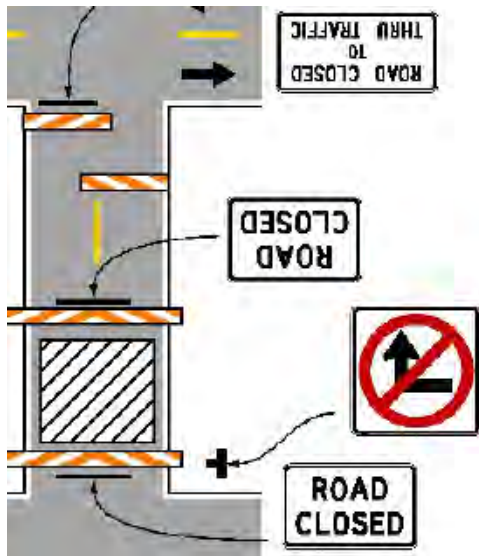
Thank you for reaching out to the Engineering Department for guidance and assistance.

Brad Minnick, PE (IN and IL)
Civil Engineer
bradminnick@goshencity.com
Office (574) 534.2201
Direct (574) 975.0078
Cell (219) 380.8089

On Oct 31, 2025, at 3:52 PM, Minnick, Brad <bradminnick@goshencity.com> wrote:

Matthew -

Thank you for the phone call earlier today and voicemail. Please see traffic control set-ups below for your proposed 1-day closure at 812 S. 7th St.



The full closure would be from south of the alleyway to north of Plymouth Street. Shown above are three Type 3 barricades (each one has 3 panels, 8' wide) would be placed the full width of the street as shown on each end of the closure (a total of 6 barricades).

The "No Right Turn" sign shown would be optional. Additionally, two Type 3 barricades would be staggered just south of the alleyway to allow for your equipment to enter and exit the site. Finally, for the sidewalk on the east side, Type 2 barricades shown below would be placed to close the sidewalk. Two barricades on each side of the closure, 4 total should suffice. The Type 2 barricade is necessary to be detectable by pedestrians with low vision. If you feel it will be necessary to close the sidewalk on the west side of the street, please install Type 2s there as well. Type 3s will not work for the sidewalk closure since the panels are > 2" off the ground. Advanced warning of the sidewalk closure is required as well, as shown below.





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November 13, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with ACM Engineering & Environmental Services for Mold Optical Air Sampling Assessment and Radon Testing in the Historic County Courthouse

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with ACM Engineering & Environmental Services to allow the City to enter into an agreement to perform Mold Optical Air Sampling Assessment and Radon Testing in the leased spaces in the Historic County Courthouse, which is more particularly described in two (2) attached proposals:

- Exhibit A – Contractor's Proposal for Mold Optical Air Sampling Assessment dated October 29, 2025; and
- Exhibit B – Contractor's Proposal for Radon Testing dated October 29, 2025.

The cost for Mold Optical Air Sampling Assessment is not to exceed Four Thousand Six Hundred Dollars (\$4,600).

The cost for Radon Testing is not to exceed Four Thousand Seven Hundred Eight Dollars (\$4,708).

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with ACM Engineering & Environmental Services to allow the City to enter into an agreement to perform Mold Optical Air Sampling Assessment and Radon Testing in the leased spaces in the Historic County Courthouse, which is more particularly described in Exhibits attached to the Agreement.

AGREEMENT WITH ACM ENGINEERING & ENVIRONMENTAL SERVICES

FOR MOLD OPTICAL AIR SAMPLING ASSESSMENT & RADON TESTING

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **ACM Engineering & Environmental Services** (“Contractor”), whose mailing address is 26598 U.S. 20 West, South Bend, IN 46628, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

Section 1. Component Parts of this Agreement

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
 - (1) Contractor’s Proposal for Mold Optical Air Sampling Assessment dated October 29, 2025, and attached to this Agreement as Exhibit A; and
 - (2) Contractor’s Proposal for Radon Testing dated October 29, 2025, and attached to this Agreement as Exhibit B.
- (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 Proposals attached as Exhibits A and B, which are more particularly described above.

Section 2. Scope of Services

Contractor shall provide City with mold and radon consulting and assessment services for the leased spaces of the Historic County Courthouse located at 101 North Main Street, Goshen, IN 46526, which services are more particularly described in Contractor’s October 29, 2025 proposals attached as Exhibits A and B (hereinafter referred to as “Duties”).

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

Section 3. Effective Date; Term

- (A) This 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.

Contractor shall commence the Duties as soon as practical after execution of this agreement with the City.

Section 4. Compensation

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

Mold Optical Air Sampling Assessment.....Not-to-Exceed \$4,600
Radon Testing.....Not-to-Exceed \$4,708

Section 5. Payment

- (A) Contractor shall submit to the following address a detailed invoice relative to each of the attached proposals upon satisfactory completion of the Duties for each proposal, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Parks and Recreation Department
524 East Jackson Street
Goshen, IN 46526
Email is also acceptable at tanyaheyde@goshencity.com

- (B) 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 for each of the attached proposals. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) 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. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the

Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Force Majeure

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

Section 15. Default

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

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

Section 16. Termination

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

Section 17. Notice

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

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

Contractor: ACM Engineering & Environmental Services
26598 U.S. 20 West
South Bend, IN 46628

Section 18. Subcontracting or Assignment

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or

assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

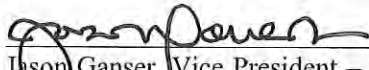
The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

ACM Engineering & Environmental Services

Gina M. Leichty, Mayor



Jason Ganser, Vice President – Engineering and
Environmental Services

Date Signed: _____

Date Signed: 11/10/25

EXHIBIT A



ACM ENGINEERING & ENVIRONMENTAL SERVICES

**SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA**

MOLD OPTICAL AIR SAMPLING ASSESSMENT PROPOSAL

FOR:

**THE CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526**

LOCATION:

**ELKHART COUNTY COURTHOUSE
101 NORTH MAIN STREET
GOSHEN, INDIANA 46526**

OCTOBER 29, 2025

INVESTIGATION

ACM Engineering & Environmental Services (ACM) proposes to conduct a Mold Optical Air Sampling Assessment for The City of Goshen Parks and Recreation Department within the Elkhart County Courthouse located at 101 North Main Street in Goshen, Indiana.

The assessment will begin with a review of the existing building conditions and include a detailed assessment of all accessible areas. These areas include those that can be inspected through hatches, pop-up ceilings, crawlspaces, tunnels, or mechanical system chases.

It will not be initially required to break through any sealed walls, ceilings, floors, or chases in order to perform the assessment. No destructive testing will be performed during the assessment.

The proposed assessment will result in the following:

- The identification and evaluation of the concentrations of indoor airborne mold spores per cubic meter within the sampled locations of the structure.
- The identification and evaluation of suspected mold growth and potential sources of moisture.
- An evaluation of the condition of the mold growth that is identified so that risk evaluation and response actions may be developed.



ACM ENGINEERING & ENVIRONMENTAL SERVICES

*SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA*

1. OPTICAL AIR SAMPLES

Air sampling for mold spore and structure identification and quantification will be performed to determine a baseline level of indoor airborne mold spores. A maximum of nineteen (19) air samples will be collected inside of the Elkhart County Courthouse and one (1) outdoor sample will be collected for comparison purposes. The air samples will be analyzed by our trained microscopists personnel who have completed the McCrone Research Institute Mold Spore Identification course in Chicago, Illinois. The ACM laboratory is accredited by the American Industrial Hygiene Association (AIHA) through its Environmental Microbiology Laboratory Accreditation Program (EMLAP) to perform Zefon Air-O-Cell fungal direct analysis. ACM will only conduct any additional optical air sampling on a per unit basis at the request of the client.

2. VISUAL ASSESSMENT

A visual evaluation will be conducted within the concern areas of the structure to identify the presence of visible water related staining, water related damage, suspect mold growth, and other conditions that are pertinent to the scope of the inspection.

3. RELATIVE HUMIDITY AND TEMPERATURE MONITORING

Relative humidity and temperature monitoring will be performed within the concern areas of the structure to determine if those levels are within the threshold limits to promote the development and sustenance of mold growth.

4. PHOTOGRAPHIC DOCUMENTATION

Photographs will be taken at the request of the client and included in the generated survey report that documents any visible mold growth and affected building materials in the assessment site.



ACM ENGINEERING & ENVIRONMENTAL SERVICES

*SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA*

5. SURVEY REPORT

A survey report will be generated identifying each building material or content that contains water related staining, water related damage, or suspect mold growth. The survey report will note the material type, location(s), condition, and whether mold growth was positively identified. In addition, each sample location will include an assessment sheet noting sample sites and laboratory analysis. This will assist in the development of the risk assessment, any response actions needed to be undertaken, and identify any pre-existing conditions relative to the presence of mold growth.

6. RISK ASSESSMENT

A risk assessment will be developed for all locations and materials which are identified to have mold growth or moisture levels containing the potential to promote mold growth. This risk assessment will utilize existing guidelines for personal health and hygiene.

7. POST REMEDIATION ASEESSMENT

If mold remediation activities are enacted within the structure and after they have concluded on-site, ACM recommends and provides post remediation assessment services. This includes:

- Perform relative humidity monitoring within the mold remediation work area to ensure an environment which promotes mold growth does not exist.
- Visually review the entire mold remediation work area to ensure no visible mold growth is present and that the work outlined in the mold remediation protocol has been followed thoroughly and to completion.
- Perform optical air sampling to verify elevated levels of airborne mold spores do not exist within the mold remediation work area.

Once all post remediation criteria have been achieved, a Post Remediation Passed Re-Occupancy Certification is issued to the client. The pricing listed below does not include the costs to perform a Post Remediation Assessment at the subject site. The costs associated with any services provided by ACM to complete a Post Remediation Assessment survey may be determined at the conclusion of the initial Mold Optical Air Sampling Assessment.



ACM ENGINEERING & ENVIRONMENTAL SERVICES

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8. FEE FOR THESE SERVICES

The total professional fees are as follows:

- The fee to perform the assessment outlined in this document that will include the collection of twenty (20) optical air samples will be a cost not to exceed of four thousand six hundred dollars (\$4,600.00).

Additional sampling or technical time required to complete the proposed Optical Air Sampling or Post Remediation Assessments will only be conducted at the request of the client and billed on a per unit basis.

9. SURVEY SCHEDULE

On-site activities for the Mold Optical Air Sampling Assessment will take approximately one day. The final report and air quality certification will follow after all data analysis has been received, completed, and analyzed.

10. AUTHORIZATION TO PERFORM SERVICES

_____, referred to as "Client", authorizes ACM Engineering and Environmental Services to perform the Optical Air Sampling Survey outlined in the above proposal.

It is fully understood that the Client is responsible for any and all expenses and costs for the Optical Air Sampling and Post Remediation Assessments, which are not to exceed the above-mentioned maximum amounts. Any and all charges for services are the responsibility of the Client and are to be paid within thirty days of the receipt of the invoice for the assessment.

Authorization

Date



ENGINEERING &
ENVIRONMENTAL
SERVICES

ACM ENGINEERING & ENVIRONMENTAL SERVICES

SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA

Thank you for considering ACM Engineering and Environmental Services for your indoor air quality assessment. We look forward to working with you and addressing your environmental needs.

Jason A. Ganser

Vice President – Engineering and Environmental Services
ACM Engineering and Environmental Services



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

GANSER, JASON ANTHONY

26598 US 20 WEST
SOUTHBEND IN 46628

LICENSE NUMBER: MRSA214

EXPIRATION DATE: JULY 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/10/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Online Learning *Certificate*

This certifies that

Jason A Ganser
License Number/s

MRSA214

Has successfully completed
the Final Exam for
14-HR MOLD ASSESSMENT AND REMEDIATION - v6

Course Number 0000142
on 06-12-2024

AAA Construction School, Inc.

34 Arlington Road South · Jacksonville, FL 32216

Provider Number: CILB 0000972 · BCAIB 0000972 · Home Inspection 0000972

Mold Related Services: 0000972 · FBPE: 0006140 · Miami-Dade: D097 · Division of State Fire Marshall: 14663



AIHA Laboratory Accreditation Programs, LLC
acknowledges that
ACM Engineering & Environmental Services, Inc.
26598 U.S. 20 West, South Bend, IN 46628
Laboratory ID: LAP-102187

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs, LLC (AIHA LAP) accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

LABORATORY ACCREDITATION PROGRAMS

☐	INDUSTRIAL HYGIENE	Accreditation Expires:
☐	ENVIRONMENTAL LEAD	Accreditation Expires:
☒	ENVIRONMENTAL MICROBIOLOGY	Accreditation Expires: November 01, 2025
☐	FOOD	Accreditation Expires:
☐	UNIQUE SCOPES	Accreditation Expires:
☐	BE FIELD/MOBILE	Accreditation Expires:

Specific Field(s) of Testing/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP website (www.aihaaccreditedlabs.org) for the most current Scope.

Cheryl O. Morton

Cheryl O Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision 21: 10/24/2023

Date Issued: 08/29/2025



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

**ACM Engineering & Environmental
Services, Inc.**

Laboratory ID: LAP-102187

26598 U.S. 20 West, South Bend, IN 46628

Issue Date: 09/01/2023

Expire Date: 11/01/2025

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

Environmental Microbiology Laboratory Accreditation Program (EMLAP)

Initial Accreditation Date: 04/01/2006

EMLAP Scope Category	Field of Testing (FOT)	Component, parameter, characteristic, material, or product tested	Method	Method Description (for internal methods only)
Fungal	Air - Direct Examination	Spore Trap	TM-001	In House: Analysis of Air-O-cell Spore Trap Cassettes
Fungal	Bulk - Direct Examination	Tape Lifts from Solid Bulks	TM-002	In House: Analysis of Surface Tape Lift Samples
Fungal	Surface - Direct Examination	Tape Lifts	TM-002	In House: Analysis of Surface Tape Lift Samples

A complete listing of currently accredited EMLAP laboratories is available on the AIHA LAP, LLC website at:
<http://www.aihaaccreditedlabs.org>

MCCRONE RESEARCH INSTITUTE

certifies that

Jason A. Ganser

has successfully completed an intensive course of instruction in

Indoor Air Quality: Fungal Spore Identification

given by the McCrone Research Institute

Presented this 18th day of January 2002

Ch. D. Osburn

David A. Story

Course Date: January 14-18, 2002

3.5 CEU's



EXHIBIT B

ACM ENGINEERING & ENVIRONMENTAL SERVICES

*SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA*

RADON TESTING PROPOSAL

FOR:

**THE CITY OF GOSHEN
PARKS AND RECREATION DEPARTMENT
524 EAST JACKSON STREET
GOSHEN, INDIANA 46526**

LOCATION:

**ELKHART COUNTY COURTHOUSE
101 NORTH MAIN STREET
GOSHEN, INDIANA 46526**

OCTOBER 29, 2025

INVESTIGATION

ACM Engineering & Environmental Services (ACM) will conduct radon testing within the Elkhart County Courthouse located at 101 North Main Street in Goshen, Indiana for the Parks and Recreation Department of the City of Goshen.

No destructive testing will be performed during the radon testing process.

The proposed radon testing will result in the identification of the current radon levels within the evaluated locations of the structure.

1. RADON TESTING

ACM will provide all labor, materials, sampling canisters, and services to perform radon testing within the structure.

ACM will provide a State of Indiana licensed primary radon tester who will review all existing reports, findings, and statements pertinent to the radon testing.



ACM ENGINEERING & ENVIRONMENTAL SERVICES

***SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA***

2. RADON TESTING REPORT

A radon testing report will be generated as a result of conducting the assessment that details the project background, data analysis of the laboratory analytical results and any recommended response actions that may need to be undertaken.

3. RADON SAMPLING QUANTIFICATION

ACM will conduct radon testing in the structure as follows:

ITEM	CANISTER QUANTITY (EACH)
1. Room and Area samples	20
2. Duplicate samples	2
3. Blank samples	1
Total building samples	22

4. RADON ANALYSIS LABORATORY

Radon sampling canisters will be analyzed by AccuStar Labs located in Haverhill, Massachusetts. AccuStar Labs is approved for radon canister analysis by the National Radon Proficiency Program (NRPP), is accredited by the National Environmental Laboratory Accreditation Program (NELAP), and maintains a Radon Laboratory License issued by the Indiana State Department of Health.

5. RADON RISK ASSESSMENT

As a result of performing the radon testing, ACM will assemble and document information on the relative degree of risk for exposure from the identified radon concentrations.

6. RADON TEST AUTHORIZATION AND NON-INTERFERENCE AGREEMENT

The radon test authorization and non-interference agreement must be signed by the building owner, or an authorized representative, prior to the start of the radon sampling.



ACM ENGINEERING & ENVIRONMENTAL SERVICES

***SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA***

7. RADON TESTING PROCEDURE

Radon testing will utilize the following methods to comply with Federal and State regulations regarding radon testing.

- a. One radon sampling canister will be collected from the evaluated rooms or areas in the structure based on industry-accepted sample location protocols.
- b. The radon sampling canister will be placed in the middle of each room or area and at a height of two (2) feet to four (4) feet above the floor.

8. ON-SITE INSPECTION SCHEDULE

On-site activities for the radon inspection will be approximately two (2) days.

The final report will follow after all data analysis has been received, completed and analyzed.

9. FEE FOR THESE SERVICES

The total professional fee for the radon testing in the structure consisting of Twenty-Two (22) radon sampling canisters to be utilized to obtain radon concentration levels is Four Thousand Seven Hundred Eight dollars (\$4,708.00).



ACM ENGINEERING & ENVIRONMENTAL SERVICES

**SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA**

AUTHORIZATION TO PERFORM SERVICES

The Parks and Recreation Department of The City of Goshen, herein referred to as "Client", authorizes ACM Engineering & Environmental Services to perform radon testing within the structure located at 101 North Main Street, Indiana for a fee of Four Thousand Seven Hundred Eight dollars (\$4,708.00).

The fee for radon testing services is the responsibility of the client and is to be paid within thirty (30) days of the receipt of the invoice.

Authorization

Date

Thank you for considering ACM Engineering & Environmental Services for your radon testing. We look forward to working with you and addressing your environmental needs.

Bryant Gray
Radon Measurement Professional
ACM Engineering & Environmental Services

Signature

10/29/25
Date



ACM ENGINEERING & ENVIRONMENTAL SERVICES

SOUTH BEND, INDIANA • FORT WAYNE, INDIANA • ELMHURST, ILLINOIS
TAMPA, FLORIDA • FORT LAUDERDALE, FLORIDA

ACM ENGINEERING & ENVIRONMENTAL SERVICES RADON TESTING

Radon Test Authorization and Non-Interference Agreement

Radon sampling canisters will be used to perform radon testing in the structure. These canisters are approved by the USEPA for obtaining radon concentration levels within a building. The minimum time period shall be 48 hours or more.

The following conditions must of the met for the radon testing to be considered valid:

1. The closed-building conditions, described herein, must be maintained for 12 hours prior to beginning of radon testing.
2. All windows must remain closed.
3. All exterior doors must remain closed except for normal entrance or exit.
4. HVAC (heating and cooling) systems should operate normally in the range of 72 degrees F, plus or minus 5 degrees (67-77 degrees F).
5. Whole house fans and windows fans shall not be operated for the duration of the test.
6. Window air-conditioning units may only be used in recirculating mode.
7. Fireplaces or wood stoves shall not be operated unless they are the primary source of heat for the property.
8. The operation of dryers, range hoods, bathroom fans, and other mechanical systems that draw air out of the building may adversely affect your measurement results and should be used minimally.

Authorization

- ☐ As the owner and controlling party of the property, I understand and agree to maintain the above conditions to obtain a valid radon concentration level.
- ☐ As the representative of the owner, seller, agent or other interested party of the property indicated below, I agree to inform the occupants and controlling party of the property of the requirements stated above.

Responsible Party Signature	Title	Date
<u>Bryant Gray</u>	<u>Bryant Gray</u>	<u>10/29/25</u>
Radon Licensee (Print)	Signature	Date

101 North Main Street, Goshen, Indiana 46526

Address of Property Tested Under this Authorization and Non-Interference Agreement



Indiana State Department of Health
Lead and Healthy Homes
2 N. Meridian Street, 7th Floor
Indianapolis, Indiana 46204 (317) 234-4423

Primary Radon Tester License

Certificate Number	Status	Expire Date
RTP01425	Active	05/08/2027

Bryant Gray

Lindsay M. Weaver, MD, FACEP

Lindsay M. Weaver, MD, FACEP
State Health Commissioner

Indiana State Department of Health

NRPP

ANSI National Accreditation Board
ACCREDITED
PERSONNEL CERTIFICATION
BODY

Bryant J Gray

Has satisfactorily fulfilled the requirements set forth by the
National Radon Proficiency Program and is therefore certified as a:

Radon Measurement Professional
with Standard Services

NRPP ID 115160-RMP

Issued On: 2025-05-08 Expires: 2027-05-31

Valid for specific activities or measurement devices,
which can be verified with NRPP. State and local
agencies may have additional requirements.



In witness Whereof,
I have subscribed my name as a
Representative of NRPP

A handwritten signature in black ink, belonging to Ashley Falco.

Ashley Falco
Chair, Certification Council



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

November 13, 2025

To: Board of Public Works and Safety

From: Christina M. Bonham, Paralegal

Subject: Agreement with KIL Architecture/Planning for Preliminary Architectural Design and Planning Services

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached Agreement with KIL Architecture/Planning to allow the City to enter into an agreement for Preliminary Architectural Design and Planning Services in the City of Goshen Court/Police Building, which project is more particularly described as a proposed limited scope remodeling of the existing Goshen Court/Police Building located at 111 E. Jefferson Street, Goshen, IN.

The cost for **Phase I:** Schematic Design Verification Consultation and Code Study, will cost Nine Thousand Dollars (\$9,000). Additionally, Owner may elect to authorize Alternate Scopes of Work during **Phase I**, each at their own individual cost(s).

The cost for **Phase II:** Permit and Construction Documents, will cost an estimated fee of Sixty-Five Thousand Five Hundred Dollars (\$65,500).

The cost for **Phase III:** Bidding and Construction Administration, will not exceed Fourteen Thousand Five Hundred Dollars (\$14,500).

Standard reimbursable expenses are not included in the above stated fees.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the attached Agreement with KIL Architecture/Planning to allow the City to enter into an agreement for Preliminary Architectural Design and Planning Services in the City of Goshen Court/Police Building, which project is more particularly described as a proposed limited scope remodeling of the existing Goshen Court/Police Building located at 111 E. Jefferson Street, Goshen, IN.



Agreement for Preliminary Architectural Design and Planning Services

For

City of Goshen Court/Police Building
111 E Jefferson Street
Goshen, IN 46528

This Agreement defines the scope of preliminary architectural design and planning services,

Between the Owner: City of Goshen (hereinafter referred to as Owner)

and the Architect: Kil Architecture/Planning (hereinafter referred to as Architect)

for the following project: Proposed Limited Scope Remodeling of the existing Goshen Court/Police Building located at 111 E Jefferson Street, Goshen IN
(hereinafter referred to as Project)

It is understood that this consultation entails the Limited Scope Interior Remodeling Study for the Goshen Court/Police Building.

The Owner shall furnish surveys and documentation describing the physical characteristics of the building, site, legal description and utility locations for use by the Architect.

I. SCOPE OF PRELIMINARY SERVICES (PHASE I DESIGN):

A. DOCUMENT EXISTING CONDITIONS:

The Owner has provided floor plans of the existing building. The Architect will visit the project site and use field measurements and photography to develop AutoCAD floor plan drawings of "as-built" conditions for use in the proposed study. The Owner shall provide a site survey for use by the Architect showing property lines, building location and site utilities (topo-grades/gas/water/sanitary/electric/gas/data, etc.) if available.

B. ESTABLISH PROGRAM AND GOALS:

The Architect will meet with a selected committee of the City of Goshen to confirm a detailed program for the proposed limited scope remodeling. This Program will be used by the Architect in developing a schematic design proposal for the remodeling. In general the program is as follows:

1. The remodeling to be based upon the approved concept plans prepared by Cripe Design and dated 10/03/2025.
 - a. Conversion of existing court offices into new detective offices for police force – with individual office – walls to extend to hard ceiling, and to include existing men's restrooms, and to be a secure office suite with access to central common space.
 - b. Council chamber to be re-organized to accommodate multi-purpose functions (conferences, trainings sessions, seminars, events, etc.) with AV accommodations for large TV monitors, small kitchenette. Project to included modification to existing south wall to accommodate a new interior glazed wall system with entry door.
 - c. Provide modifications for Legal Offices: Convert existing storage room into an office add a window. Consider a larger space for the copy machine.
 - d. Existing detective offices at lower level to be converted into new Evidence Storage with security measures, storage racks, and secure entry. Existing windows at east wall to be secured in appropriate way to not require removal of existing windows. Provide a new dedicated HVAC system with separate humidity and temperature control per best practice.

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- e. Plan update to accommodate mobile storage system for Evidence Storage Room.
2. Provide the proposed new layouts in a way that best utilizes the existing conditions as much as possible and where it accommodates the Owner's program.
3. Selectively demolish portions of the existing construction with upgrades to accommodate the proposed program.
4. Develop a proposed Schematic Plan that addresses life safety upgrades in order to meet code compliance.

The Owner is requested to prioritize the above program for use by the Architect in this Phase I Preliminary Study.

C. CODE REVIEW:

Prepare a basic building code review for the project based upon construction type, proposed occupancy classification(s) and size of building. Identify fire and life safety upgrades as applicable to the scheme developed. Renovated spaces will be designed for code compliance: Accessible exit route to be developed and maintained as required by code. The scope of the remodeling will require modifications of the existing fire suppression system and other code upgrades. The Study will evaluate code compliance for the rated and secured Evidence Room. The exact scope of upgrades will be determined as the code review and preliminary plans are developed.

D. SCHEMATIC BUILDING DESIGN:

Once scope items A, B and C have been completed, schematic design verification for the Cripe Design preliminary design will be developed for review with the Owner. Upon review of the Schematic Plan update, a subsequent revision may be developed. One revision to the design update is included in this preliminary study. One face to face meeting at the site and one virtual meeting is included in the Phase I Scope.

Deliverable drawings and documents for Phase I Schematic Design will include:

1. Existing building plans: basement, and 1st floors
2. Proposed schematic floor plans
3. Proposed basic elevations
4. Basic code review both options(2-4 page narrative)
5. Schematic Design Cost Estimate based upon 1 approved Schematic Design Option (\$2,500 allowance)

II. DETAILED BIDDING, PERMIT AND CONSTRUCTION DOCUMENTS (PHASE II):

- A. Once Owner approval of the Schematic Preliminary Design (Phase I) is gained and a written directive has been issued by Owner to proceed with detailed Construction Documents for the selected design solution the Architect shall proceed with developing the Phase II Detailed Permit, Bidding and Construction Documents.
- B. This Scope includes up to 4 meetings with the Owner (2 face to face and 2 virtual meetings) and Detailed Architectural and Engineering plans and associated consultation, based on the scope of the approved Phase I Schematic Design for the project (Architectural, Structural, Electrical, Mechanical HVAC, and Plumbing).

Deliverables for Phase II Detailed Bidding, Permit and Construction Documents are projected to include the following documents:

1. Existing/demo plans: Basement, 1st Floor Plan
2. Proposed Plans: Basement, 1st Floor Plan
3. Proposed Elevations

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4. Schedules (Room Finish/Door/Window)
5. Details
6. Specifications
7. Structural Plans (if required)
8. Mechanical HVAC: Heating, Ventilation and Air Conditioning, Equipment, Schedules and Details
9. Mechanical Plumbing: Layout, Isometric, Schedules
10. Electrical: Power and Distribution, Lighting and Controls, Fixture schedules
11. AV Design
12. CDR (Construction Release Application Form) Completed for Owner review and signature.

III. CONSTRUCTION ADMINISTRATION PHASE (PHASE III):

If requested by Owner, Architect can assist in bidding the project with contractors. Architect to provide a minimum of 8 site visits be performed to confirm compliance of construction with the submitted documents and review of contractor's critical shop drawing submittals.

IV. ALTERNATES:

The following alternates supplement the Phase I Preliminary Scope and are proposed for Owner consideration. To authorize the following Alternate Scope of Work, Owner may give written notice to Architect in a manner and time that is reasonable under the circumstances.

A. ALTERNATE #1 CHAPTER 34 EXISTING BUILDING EVALUATION:

A Chapter 34 Existing Building Evaluation can be prepared for the project as an additional service. When approved by the Owner, Architect to prepare a Chapter 34 evaluation to allow for existing conditions (construction type, open stairs, existing stair rise/run, railing heights, unrated door/frames, etc.) to be used without a full code upgrade and will retain the original fabric and reduce construction cost.

B. ALTERNATE #2 STRUCTURAL EVALUATION:

Structural Engineering evaluation of the existing building would include evaluation of the existing building structure and verification that it can support the new occupant loads imparted by the proposed upgrades and occupancy, and as required for the Chapter 34 evaluation.

C. ALTERNATE #3: 3D MATTERPORT SCAN:

If requested by Owner, Architect to provide a 3-D Matterport Scan of the buildings existing conditions. A link will be provided to the Owner to view the scan of the existing building interior and limited exterior during the course of the project. This scan will be available for 6 months after the project contract is completed. Additional time to host the scan would incur additional fees for hosting.

V. COMPENSATION:

A. PHASE I SCHEMATIC DESIGN:

- a. Documentation: Verification of floor plans provided and additional documentation (Scope Item A, as noted under Article I above) will be developed at a fee of \$1,000.00 (one thousand dollars).
- b. The Phase I Schematic Design Verification Consultation and Code Study (Scope Items B through D as noted under Article I) will be developed at a fee of \$9,000.00 (nine thousand dollars).
- c. The Phase II Permit and Construction Documents (Scope Items A and B as noted under Article II) will be developed for an estimated fee of: \$65,500.00 (Sixty-five thousand five hundred dollars). This fee includes allowances as follows:

Architectural Design Allowance of \$ 28,500.00

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Structural Design Allowance of \$ 7,500.00
MEP Engineering Allowance of \$ 18,000.00
AV Design Allowance of \$ 8,000.00
Design Development Cost Estimate: \$ 3,500.00

d. The Phase III Bidding and Construction Administration Phase (Article III above) will be provided on an hourly rate basis with a fee expected not to exceed: \$14,500.00

e. Alternates:

#1: Chapter 34 Existing Building Evaluation \$ 1,800.00 - \$2,800.00
#2: Structural Engineering Evaluation (if required) estimated at \$ 1,200.00 - \$2,200.00
#3: Matterport Scan \$ 2,400.00

B. REIMBURSABLE EXPENSE: Standard reimbursable expenses are not included in the above fee. These are as follows: Printing/copying, AIA contract document fees (design/construction), fee for laser imaging scanning (LiDAR), high-res drone photography fee, mileage at \$0.70/mi, documentation, permit fees, Construction Permit Review fee (if required), and other similar expenses in the interest of the project.

C. The Owner will be billed at the Standard 2025 hourly rates as follows:

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

These rates are subject to review and may be changed at the beginning of each calendar year.

VI. OWNER RESPONSIBILITIES:

- The Owner shall provide full information regarding requirements for the project.
- The Owner shall establish and update an overall construction budget for the project including reasonable contingencies.
- The Owner shall furnish surveys describing the physical characteristics, legal limitations and utility locations of the site of the project, if available.

VII. Work Scope Qualifications: Architectural and Engineering consultation services authorized in writing by the Owner beyond the scope of this Contract will be billed at the Architect's hourly rates as stated below (or Consultant's hourly rates). The following are additional services that may be required or requested by the Owner that are not included in the basic scope of Phase I Preliminary Design:

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- a. Changes to the scope of the program as requested by the Owner after the preliminary design has begun or completed as outlined under Article I above, requiring additional time on behalf of the Architect may incur additional fees.
- b. Additional revisions or meetings beyond those listed in Section I.D and II.B above may incur additional fees.
- c. Site Survey is not included and a property survey (boundary, topo, site utilities, location of building, etc.) to be provided by the Owner for use by the Architect.
- d. Chapter 34 Evaluation: If suggested by the Architect and approved by the Owner as Alternate #1, prepare a Chapter 34 evaluation to allow for existing conditions (construction type, open stairs, existing stair rise/run, railing heights, unrated door/frames, etc.) to be used without a full code upgrade and will retain the original fabric and reduce construction cost.
- e. Civil Engineering is not anticipated and not included in the scope of this agreement, but can be provided as an additional service, if required.
- f. Structural Engineering beyond Alternate #2 above is not included in the Phase I Scope of Work but would be part of Phase II as required.
- g. Mechanical, Electrical and Plumbing Engineering are not included in the Phase I Scope of Work but would be part of Phase II as required.
- h. The preparation of complete 3-D computer model images of the project (interior and exterior) can be developed as an additional service (at a fixed fee per scope or at an hourly rate).
- i. Variances, easements and/or rezoning are not included, but can be provided if requested by the Owner.
- j. Identification or evaluation of environmental conditions or hazardous materials is not included.
- k. Instruments of Service: The Drawings and Documents (defined in the Standard Terms and Conditions for Agreement 2025 attached hereto) (including original Construction Documents), schematic, site analysis, specifications, materials, models, sketches, renderings, surveys, reports and other documents, including those prepared as 3D electronic models, using CAD and existing in other electronic formats, prepared or provided by Architect are "Instruments of Service" The files shall at all times remain the property of the Architect, but Owner is hereby granted an exclusive, unconditioned, royalty-free, irrevocable, perpetual and transferrable license to use the "Instruments of Service" and in no case shall the transfer of the files be considered a sale or other transfer of Ownership rights. Owner shall be permitted to retain copies including reproducible and originally stamped copies, of all Instruments of Service, and is granted a license to make any renovation or repairs to the Project provided that all invoices are paid according to proposal terms and "in full". Owner agrees to indemnify and hold Architect and its Consultants harmless from any subsequent modification of the instruments of service by Owner and from Owner's use of the instruments of service on future additions not involving Architect.

VIII. PAYMENTS:

- A. Payments are due and payable 45 days from the date of the Architect's invoice. Amounts unpaid 45 days after invoice date shall bear interest at a rate of 1.5 %/mo.
- B. Payments may be made online at <https://secure.clientpay.com/pages/kilarchitecture/payments> , by scanning the QR code at the end of this proposal or by Check. Online payment fees are nonrefundable.

This proposal is valid for thirty-five (35) days of the date issued. If not accepted within that time, the Architect reserves the right to modify the fees and terms of the proposal or to withdraw the proposal.

The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by a binding dispute-resolution process will be entitled to recover from the other party reasonable costs and

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expenses (including attorney fees) incurred by the prevailing party in connection with such dispute-resolution process.

Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect so that the total aggregate liability of the Architect shall not exceed the Architect's fee paid for services rendered on the Project pursuant to this Agreement. It is acknowledged that this limitation of liability applies to any and all cause of action, be it sounding in contract, tort, statutory violation or otherwise.

If this letter proposal properly sets forth the scope of the architectural planning and design services, please countersign below and forward a retainer check for \$1,000.00 (one thousand dollars) so we can begin work on your project. This retainer will be credited to the final invoice for the project.

Thank you for the opportunity to submit this proposal and we look forward to working with you to develop the design for your project. If you have any questions, please do not hesitate to contact me.

Gregory A. Kil, NCARB, AIA
Architect and President
Gregory A. Kil & Associates, Inc.
d/b/a Kil Architecture / Planning
Phone: 574-2882654

Gina Leichty, Mayor

Date _____

Best Phone Contact Number: _____

ALTERNATES: Please initial and date this section to accept the Alternate Consultations:

#1: Chapter 34 Existing Building Evaluation (\$1,800.00 - \$2,800.00):

Initials date

#2: Structural Engineering Evaluation (\$1,200.00 - \$2,200.00):

Initials date

#3: Matterport Scan (\$2,400.00):

Initials date

ATTACHMENT: Exhibit A, Kil Architecture/Planning Standard Terms and Conditions for Agreement

END OF PROPOSAL



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**Kil Architecture/Planning
Standard Terms and Conditions for Agreement
2025**

- I. SCOPE OF WORK QUALIFICATIONS AND ADDITIONAL SERVICES:
The following is an outline of Work Scope Qualifications, and/or services that have NOT been included in the base fee, but can be provided if required by the Owner or by the Municipal Agencies
- A. Variances, easements and/or rezoning and Agency Assistance can be provided, if requested by the Owner.
 - B. Additional Revisions to the Schematic Design or Concept Design Drawings, beyond that listed in the Scope of Work may incur additional fees.
 - C. Additional design coordination meetings and plan review submittals outside those specified in the base fee proposal.
 - D. Additional revisions to 3-D models, beyond that listed in the Scope of Work can be prepared as an additional service.
 - E. Changes to Approved Concept, Schematic or Design Developments Plans, requiring time to update plans by the Design Team may incur additional fees. This includes major plan layout changes, adjustments to bearing walls and layouts once established at the start of Design Development and exterior elevation/roof line design changes after the completion of the SD or DD phase.
 - F. Changes required as a result of the Owner's failure to render decisions in a timely manner and impacting project schedule.
 - G. Construction change orders caused by added/revised work.
 - H. Changes by Owner, Contractor, Sub-contractors to reduce construction costs or expedite construction that incur additional consultation time by Architect and/or Engineer will incur additional fees.
 - I. Identification of Environmental and Hazardous Materials not included.
 - J. Permits to be paid by Contractors.
 - K. State release fees to be paid by Owner.
 - L. Plan re-use of the building designs for future potential phases and/or alternate project sites.
 - M. Updates to CAD plans or elevations that have been marked up on copies furnished by the contractor depicting "As-Built" conditions.
 - N. Kitchen Hood Design can be provided as an additional service.
 - O. Commissioning is not included in the base fee.
 - P. Life Cycle and energy cost analysis is not provided.
 - Q. LEED Documentation, Energy Star or similar analysis and certification is not included in the base fee.
 - R. Signage and Wayfinding can be provided as an additional service.
 - S. Disassembly and testing of existing equipment and systems is not included.
 - T. Fire Suppression system engineering design is to be developed by Fire Suppression vendor. Submittal to the State Plan Review for this portion of the work to be the responsibility of this sub-contractor vendor.
 - U. Geotech Report including soil borings to be provided by Owner for use by structural engineer.
 - V. Marketing floor plans and presentation 3-D computer model can be prepared, as an additional fee.
 - W. IT/ Cable TV/Security coordination (pathways, power, performance outline spec) is provided in the base contract. Specific entry key card or key fob access system, security, sound or communication systems, computer and data systems design to be provided by others.
 - X. Extensive investigations of alternative building systems is not included, but can be provided as an additional service.

II. OTHER STANDARD TERMS AND CONDITIONS:

- A. **PROJECT COMMUNICATION:** All official Communication and Authorizations for the Project shall be communicated through email or in writing to the Architect and/or Owner. Communication via Text, Messenger, or Other Messenger type apps is not official communication for projects and is not to be used for correspondence, authorization, or acceptances.
- B. **INVOICE AND PAYMENT PROCEDURES:** Architect and Engineering Team shall submit invoices, once a month, at a maximum, to the OWNER for Services accomplished during each calendar month.
- C. **PROJECT TERMINATION:** In the event of the project being stopped, delayed or terminated by Owner, Owner will pay Kil Architecture/Planning and its consultants for all work completed on the project prior to the notice to stop, hold, or terminate work.
- D. The OWNER, as OWNER or authorized agent for the OWNER hereby agrees that payment will be made for said Services within forty-five (45) days from the date of receipt of the invoice: and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The OWNER hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over forty-five (45) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, Architect and Engineering Team may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the Owner's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, Architect and Engineering Team may, upon giving seven (7) days written notice of its intent to do so, declare OWNER to be in breach of this Agreement and pursue its remedies for collection.
- E. The OWNER specifically acknowledges that receipt of these standard terms and conditions constitutes notice that the ARCHITECT will pursue a MECHANICS LIEN to secure its interests, if necessary. A LIEN will be filed within 50 days of date of last work unless previous arrangements have been made. A fee of \$100.00 will be charged for preparation and filing of said LIEN. A fee of \$100.00 will also be charged for the preparation and filing of a Release of LIEN.
- F. **HOURLY RATE QUALIFICATION:** Work is performed during the normal 8-hour day, 40-hour week, Monday through Friday, Excluding Holidays. Overtime work may be authorized to improve the project schedule or to gain a mutually agreed delivery dates. Rates for overtime premium are identified separately when charged and consist of a flat rate addition to the straight time rate. Overtime is computed on that portion of the individuals' time in excess of 40 hours per week chargeable to a project. Emergency (unplanned) work occurring at the Owner's request outside of normal work schedule will be compensated at overtime rates.
- G. **SUBSURFACE INVESTIGATION:** Architect and Engineering Team makes no representations concerning soil conditions unless specifically included in writing in this agreement, and Architect and Engineering Team is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
- H. **AGENCY REVIEW:** In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event, that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by OWNER as extra work.
- I. **SURVEY STAKING:** In the event that any staking is destroyed by an act of God or parties other than Contracted Civil Engineer, the cost of re-staking shall be paid for by OWNER as extra work.
- J. **INSTRUMENTS OF SERVICE:** The Drawings (including original Construction Documents), schematic, site analysis, specifications, materials, models, sketches, renderings, surveys, reports and other documents, including those prepared as 3D electronic models, using CAD and existing in other electronic formats, prepared or provided by Architect are instruments of service intended for use solely with respect to the Project. It is understood that all information on the files and drawings are considered instruments of the Architect and shall not be used for other projects or completion of this project by others without the express written consent of the Architect. The files shall at all times remain the property of the Architect, and in no case shall the transfer of the files be considered a sale or other transfer of ownership rights. Owner shall be permitted to retain copies including reproducible and originally stamped copies, of all instruments of service, and is granted a license to make any renovation or repairs to the Project provided that all invoices are paid according to proposal terms and "in full". If invoices are not paid within 90 days, this shall be considered cause for termination for the referenced "use license" for all project documentation. Owner agrees to indemnify and hold Architect and its Consultants harmless from any subsequent modification of the

instruments of service by Owner and from Owner's use of the instruments of service on future additions not involving Architect

- K. REUSE OF PROJECT DELIVERABLES: Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by OWNER for any purpose other than that for which such documents or deliverable were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by Architect and Engineering Team for the specific purpose intended, shall be at OWNER's sole risk. The Architect and Engineering Team remains sole owner of all electronic data and reserves the right to charge for delivery of said electronic data, if said data is requested by the Owner.
- L. COPYRIGHT: The Architect shall retain copyright of all documents, drawings, specifications, electronic data, and information ("Documents") prepared, provided, or procured by the Architect, Gregory A Kil & Associates, Inc. (d/b/a Kil Architecture/Planning)", its Design-Professionals, Subcontractors, or consultants and distributed to Owner for this Project.
- M. INDEMNITY: To the fullest extent permitted by law, Architect and Engineering Team shall indemnify and save harmless from and against loss, liability, and damages sustained by OWNER, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligence of Architect and Engineering Team or its employees.
- N. LIMITATIONS OF LIABILITY: No employee of Architect and Engineering Team shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, Architect and Engineering Team total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Architect and Engineering Team negligence, error omissions, strict liability, or breach of contract shall not exceed the total compensation received by Architect and Engineering Team under this Agreement. If OWNER desires a limit of liability greater than provided above, OWNER and Architect and Engineering Team shall include in the Agreement the amount of such limit and the additional compensation to be paid to Architect and Engineering Team for assumption of such risk.
- O. PREVAILING PARTY LITIGATION COSTS: In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. The laws of the state of Indiana shall govern any litigation.
- P. AUTHORITY: The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
- Q. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding Architect and Engineering Team performance under this Agreement shall expire one year after Project Completion.
- R. DELAYS: Architect/Engineers shall not be responsible for delays caused by factors beyond their reasonable control, including but not limited to delay because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of Architect/Engineer's services or work project, or delays caused by faulty performance by the Owner or Owner's Contractors of any level. When such delay beyond the Architect/Engineer's control occur, the Owner agrees the Architect/Engineer shall not be responsible for damages, nor be deemed in default of this Proposal.
- S. CONSEQUENTIAL DAMAGES: In no event shall Architect or its consultants and affiliated companies and their respective officers, directors, partners, employees or agents be liable from any cause or causes for consequential, incidental, indirect or special damages, loss of actual or anticipated profits, revenue or product, loss of use of equipment or facilities, or cost of capital relating in any way to the subject of this Agreement. Nothing in this document or any other document is intended to provide any responsibility or liability to any third party as beneficiary or otherwise.



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

November 13, 2025

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Amendment No. 2 to Contract for Solid Waste Collection Services
with Waste Management of Indiana, LLC

It is recommended that the Board approve and authorize the Mayor to execute the attached Amendment No. 2 to the August 10, 2022 Contract for Solid Waste Collection Services with Waste Management of Indiana, LLC. Waste Management provides transport of roll-off containers for the WWTP and supplies roll-off containers and transport for other City projects and events.

The Contract provides for an adjustment in rates that may not exceed the annual percentage change for the previous calendar year as set forth in the Consumer Price Index. The Contract, as previously amended, states that a rate adjustment may be made no more frequently than once every 12 months. The last rate adjustment was effective October 9, 2024.

The annual percentage change for 2024 as set forth in the Consumer Price Index was 2.7%. Amendment No. 2 is to approve in writing a 2.7% increase in all unit rates. The adjusted unit rates shall be effective for services provided by Waste Management beginning November 1, 2025.

Suggested motion:

Move to approve and authorize the Mayor to execute Amendment No. 2 to the Contract for Solid Waste Collection Services with Waste Management of Indiana, LLC.

**AMENDMENT NO. 2
TO CONTRACT FOR
CITY OF GOSHEN, INDIANA
SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is entered into on _____, 2025, which is the last signature date set forth below, by and between **Waste Management of Indiana, L.L.C.**, ("Contractor" or "Waste Management"), whose mailing address is 20645 West Ireland Road, South Bend, IN 46614, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

RECITALS

- (A) City and Waste Management entered into a Contract on August 10, 2022, effective August 1, 2022, for Waste Management to provide certain solid waste collection services in the City of Goshen, Indiana.
- (B) Upon request of either party, the Contract rates may be adjusted based on the Consumer Price Index in accordance with Section 5, and a rate adjustment may be made no more frequently than once every twelve (12) months.
- (C) Any modification or amendment to the terms and conditions of the Contract shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Contract, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

SECTION 1. Compensation; Adjustment to Contract Rates

- (A) Section 4, Compensation, shall be amended to read as follows by increasing the rates 2.7%.

4.01 City projects and events solid waste collection, including supply of roll-off containers, and transport to the Elkhart County Landfill, as needed.

City shall pay Contractor based on the unit rates set forth below for the supply of various sizes of containers and transport of the solid waste to the Elkhart County Landfill for disposal. The rates below do not include disposal costs as City will pay the Landfill directly for the disposal costs.

- (A) Three Hundred Thirty-five and 80/100 Dollars (\$335.80) per 20 cubic yard container per haul.
- (B) Three Hundred Eighty-three and 77/100 Dollars (\$383.77) per 30 cubic yard container per haul.
- (C) Four Hundred Forty-two and 40/100 Dollars (\$442.40) per 40 cubic yard container per haul.

4.02 City-owned roll-off transport to Elkhart County Landfill, as needed.

City shall pay Contractor Three Hundred Thirty-five and 80/100 Dollars (\$335.80) per haul to transport City's roll-off container to the Elkhart County Landfill for

disposal and return the container to City. The rate does not include disposal costs as City will pay the Landfill directly for the disposal costs.

- (B) The adjusted unit rates shall be effective for services provided by Contractor beginning November 1, 2025.

SECTION 2. Original Contract.

In all respects, all other provisions of the original Contract, and not affected by this Amendment shall remain in full force and effect.

SECTION 3. Authority to Execute.

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

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

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

Waste Management of Indiana, L.L.C.

Gina M. Leichty, Mayor

Date Signed: _____

By: Doug Reams

Printed: Doug Reams

Title: Area Sales Manager

11/10/2025
Date Signed: _____

*****REQUEST*****

DATE: **Thursday, November 13, 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 **\$8,950.37**
Collection letters were sent out and payments of **\$2,369.89** had been collected.

The uncollected amount equals **\$6,580.48**

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 **Monday, August 25, 2025**

WATER: **\$3,793.25**

SEWER: **\$2,787.23**

TOTALS

REPORT TOTAL		\$8,950.37
BPS TOTAL	\$3,773.80	\$5,176.57
COUNTY TOTAL	\$2,772.26	\$2,404.31
W-WRITE OFF	\$19.45	\$2,384.86
S-WRITE OFF	\$14.97	\$2,369.89
PAYMENT TOTAL	\$2,369.89	\$0.00
AGREEMENT TOTAL	\$0.00	\$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: Engineering Department

RE: **APPROVAL & ACCEPTANCE OF INFRASTRUCTURE
FOR THE CROSSING SUBDIVISION, PHASE 2 AND PHASE 3
(JN: 2018-2072)**

DATE: November 13, 2025

The installation of infrastructure (water main, sanitary and storm sewer, curb, asphalt, and sidewalk constructed to-date) has been satisfactorily completed for the above listed project. The Engineering Department recommends that the infrastructure be accepted for maintenance. The three-year maintenance bonds (10% of the construction costs) for the infrastructure have been submitted to the City of Goshen Engineering Department.

Please consider the acceptance of the infrastructure and maintenance bond for this project. Copies of the bonds are attached for your review.

Requested motion: Approve the acceptance of infrastructure of roadway, water main, sanitary and storm sewers, and sidewalk for maintenance for The Crossing Subdivision, Phase 2 and Phase 3 for a total of \$1,035,961.71

**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

Attachments: Project Details Spreadsheet
Letter of Dedication
Maintenance Bonds

INFRASTRUCTURE DETAILS / ASSET VALUES

PROJECT NAME
LOCATION

The Crossing Second and Third

DATE 10/20/2025

PROJECT # 2018-2072
DRAWING # S-1071
DATE TO BOW 11/13/2025

INFRASTRUCTURE	QUANTITY	STRUCTURES	CONTRACTOR OR BONDING PARTY	BOND	EXP DATE	COST	BOND
Water Main	2754 LFT - 8" DI	# 5 Fire Hydrants	Square 1 Excavating				
	61 1" services					\$312,501.80	\$31,250.18
Sanitary Sewer	1108 LFT - 8" PVC	#8 Manholes				\$176,435.12	\$17,643.51
Storm Sewer	416 LFT - 12" RCP	8 Manhole					
	488 LFT - 15" RCP	1 Catch Basins					
	39 LFT - 18" RCP	9 Inlets				\$151,632.01	\$15,163.20
Street	2114 LFT - Asphalt		Niblock Excavating, Inc.			\$278,497.78	\$27,849.78
Curbing	4364 LFT					\$97,630.00	\$9,763.00
Sidewalk & ADA Ramps (To-Date)	375 LFT		Hoosier Foundation			\$19,265.00	\$1,926.50
Total Const. Cost						\$1,035,961.71	\$103,596.17

STREET DETAILS

Lighthouse Lane							CURBS		SIDEWALKS						
Segment No	Start	End	Surface Type	Width	Length	Class-ification	1 or 2 sides	None	None	1 or 2 sides	Year Constructed	Year Constructed	Cost	Right-of-Way width (ft)	Antique Street Lights
1	770' East of Greene Rd / CR 19	779' South of Plymouth Ave / SR 119	Asphalt	24' - 31'	931'		2			*		2025	\$114,238.41	50'	None

*NOTE: Partial sidewalk constructed in common areas. Future sidewalks will be added during house construction. Within The Crossing Second Third, sidewalk is only on one side.

Big Sable Point							CURBS		SIDEWALKS						
Segment No	Start	End	Surface Type	Width	Length	Class-ification	1 or 2 sides	None	None	1 or 2 sides	Year Constructed	Year Constructed	Cost	Right-of-Way width (ft)	Antique Street Lights
1	Lighthouse Lane	868' West of Lighthouse Lane	Asphalt	24'	868'		2			*		2025	\$120,314.25	50'	None

*NOTE: Partial sidewalk constructed in common areas. Future sidewalks will be added during house construction

Pentwater Place							CURBS		SIDEWALKS						
Segment No	Start	End	Surface Type	Width	Length	Class-ification	1 or 2 sides	None	None	1 or 2 sides	Year Constructed	Year Constructed	Cost	Right-of-Way width (ft)	Antique Street Lights
1	Big Sable Point	184' North of Big Sable Point	Asphalt	24'	184'		2			*		2025	\$43,945.12	50'	None

*NOTE: Partial sidewalk constructed in common areas. Future sidewalks will be added during house construction

10/20/25

City of Goshen
204 E. Jefferson Street, Ste 1
Goshen, IN 46528

Attn: Andrew Lund

Mr. Lund,

This letter is to serve as our intent to dedicate the public roadway, sidewalk, and water and sewer infrastructure within the right-of-way and easements of The Crossing Second and Third to the City of Goshen.

The infrastructure was installed by Square 1 Excavating and Niblock. The infrastructure cost has the following breakdown of costs:

Street - \$278,497.78

Curb- \$97,630.00

Sidewalk to-date - \$19,265.00

Water Main - \$312,501.80

Sanitary Sewer - \$176,435.12

Storm Sewer - \$151,632.01

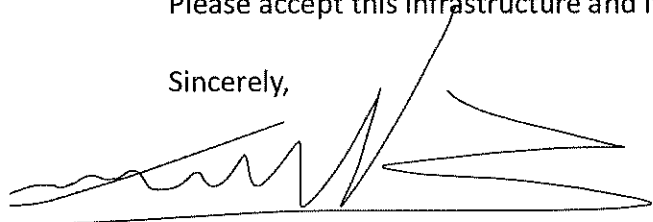
The total construction cost associated with this work was \$1,035,961.71.

We will be providing a three-year maintenance bond for 10% of the infrastructure cost.

Abonmarche will also provide as-built drawings when complete.

Please accept this infrastructure and its ongoing maintenance.

Sincerely,



Nir Davison
Managing Member
The Crossing Development LLC.
12455 Adams Rd Suite C
Granger, IN 46530



2200 Renaissance Blvd. Ste. 400
King of Prussia, PA 19406-2755
Ph. (610) 832-8240

MAINTENANCE BOND

Bond Number: 014264306

KNOW ALL MEN BY THESE PRESENTS, that we Niblock Excavating Inc.

PO Box 211, Bristol, IN 46507, as principal (the "Principal"), and
Liberty Mutual Insurance Company, as surety (the "Surety"), are
held and firmly bound unto City of Goshen
204 East Jefferson Street, Goshen, IN 46528, as obligee (the "Obligee"),
in the penal sum of Thirty Seven Thousand Six Hundred Twelve Dollars and 78/100
Dollars (\$ 37,612.78).

for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated October 30, 2025, entered into a contract (the "Contract") with the Obligee for The Crossing Second and Third

which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of Three (3) year(s) from the date of completion and acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

DATED as of this 30th day of October, 2025

WITNESS / ATTEST

abigail Amisuler

Niblock Excavating Inc.
(Principal)

By: [Signature] (Seal)

Name: Chad Niblock
Title: President

Liberty Mutual Insurance Company
(Surety)

By: [Signature] (Seal)
Lori King-Clyde Attorney-In-Fact



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8213461-013183

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Buonodono; Dan Cusenza; Quinn Deyer; Lori King-Clyde; Shannon Nyhuis; Bayley Rewa-Snyder; Janice Stickles; Beth Walker

all of the city of Kentwood state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30 day of October, 2025.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Bond Number 2661577

Maintenance Bond

KNOW ALL BY THESE PRESENTS, that Square 1 Excavation, Inc.

of 53550 State Road 13, Middlebury, IN 46540-8931 as Principal, hereinafter called Principal, and WEST BEND INSURANCE COMPANY of Wisconsin, with its principal office in the City of West Bend, Wisconsin, and duly authorized and licensed to do business in the State of IN, as Surety, hereinafter called Surety, are held and firmly bound unto City of Goshen as Obligee, hereinafter called Obligee, for the use and benefit of claimants as hereinafter provided in the amount of Fifty-Four Thousand Nine Hundred and Thirty-Three Dollars and Zero Cents Dollars (\$ 54,933.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee entered into a written contract on the 1st day of June, 20 25 for the The Crossing Second And Third Water Main, Sanitary Sewer, Storm Sewer

all in accordance with the plans and specifications prepared by _____ and _____

WHEREAS, said contract provides that the Principal shall guarantee replacement and repair of improvements as described therein for a period of 3 year(s) following final completion of said improvements.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any work performed by the Principal (or its subcontractors or suppliers) that suffer defects due to the Principal's (or its subcontractors' or suppliers') workmanship, and which become apparent during the period of 3 year(s) from and after final completion under the construction contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and Sealed this 29 day of October, 20 25

Witness: [Signature]

Principal:

Square 1 Excavation, Inc.

By: [Signature]

Name Typed: Marvin Schmucker, President

Title

Witness: [Signature]

Surety:

West Bend Insurance Company

By: [Signature]

Name Typed: Ron Hostettler, Attorney-In-Fact

Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.



Bond No. 2661577

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Ron Hostetler

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 29th day of October, 2025



Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

November 13, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Final Report – 322 W. Oakridge Avenue, Goshen, Indiana

The unsafe building matter concerning 322 W. Oakridge Avenue has now been fully resolved. This property has been the subject of enforcement actions for over ten (10) years. Following an Order of Demolition in the summer of 2024, the property was eventually sold and, following a subsequent transfer, remodeled and renovated by Eduardo Pizana and Abel Pizana. The current owners have completed all repairs and required renovations. All inspections have been passed, and the Building Commissioner issued an Order of Rescission, as directed by prior Board action.

The property had been vacant since at least 2009 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.



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

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

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Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

November 13, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Final Report – 423 North 5th Street, Goshen, Indiana

The unsafe building matter concerning 423 North 5th Street has now been fully resolved. Following enforcement efforts in 2024 culminating in the filing of a legal action for receivership that led to the eventual sale and transfer of the property, the current property owner – Artisan Investment Group, 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 prior Board action.

The property had been vacant since at least 2022 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.



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

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Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

November 13, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Final Report – 513 North 5th Street, Goshen, Indiana

The unsafe building matter concerning 513 North 5th Street has now been fully resolved. Following enforcement efforts in 2024 culminating in the filing of a legal action for receivership that led to the eventual sale and transfer of the property, the current property owner – Artisan Investment Group, 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 prior Board action.

The property had been vacant since at least 2022 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.