



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. June 28, 2021

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 Jeremy Stutsman

Approval of Minutes – May 24, June 1, June 7, June 14 and June 21

Approval of Agenda

- (1) PD: Hiring of Dana Hollar as a special Police Officer
- (2) PD: Hiring of Jonathon Gage Fannin as Probationary Police Officer
- (3) PD: Promotion of Justin T. Rayl from Probationary Patrol Officer to Patrol Officer
- (4) FD Retirement: Capt. Gary Mast
- (5) Contract with Mark Daniels for Professional Services
- (6) Amendment 1: Agreement for Lawn Services with Colin Avila dba Yardshark
- (7) Change Order 1-Revised: Asphalt Paving Project, JN: 2021-0002
- (8) Lane restriction: Greene Road–Fiber Optic Conduit Installation
- (9) Request: “No Parking” signs on Ninth Street
- (10) Announcement: Board of Works for July 4 rescheduled to July 5



(11) Continuance of Hearing: 221 West Wilden Avenue

(12) Board of Public Works and Safety Order: 1602 S 12th St

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



MINUTES of May 24, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis

Absent: None

No minutes were presented

Approval of Agenda

Nichols/Landis moved to approve the agenda as presented. Passed 3-0

Wastewater Treatment Improvement: Change Order #2, JN: 2019-0025A

Administrative City Engineer Bryce Gast presented the packet memo.

Nichols/Landis moved to approve Change Order No. 2 in the amount of \$42,445.00, with no change to the project schedule. Passed 3-0

East Lincoln Avenue Sidewalk and Alley Closure for Painting

LaCasa VP Asset Management Alan Greaser presented the request.

Landis asked whether the sidewalk would be closed all hours during the time period. Greaser stated it would only be closed while work was being done.

Nichols/Landis moved to approve the sidewalk and alley closure around 210 East Lincoln "The Hattle" for a two-week period starting June 7 for five days and will work with the Street Department to set up cones. Passed 3-0

Downtown Main Street Closure for Summer Block Party

Adrienne Nesbitt, representing Downtown Goshen Inc., presented the request.



Nichols/Landis moved to approve the closure of Main Street from Lincoln Avenue to Jefferson Street from 8 a.m. until 6 p.m. on June 26 for a summer block party and reserve a parking spot behind the Electric Brew for a trash container. Passed 3-0

Agreement with Brunk Real Estate: Materials Discharge

Paralegal Brandy Henderson presented the packet memo.

Mayor stated the Brunk Real Estate, LLC has been cooperative throughout this process.

Nichols/Landis moved that the City enter into an agreement with Brunk Real Estate, LLC that includes a cease order regarding the discharge of waste materials, compliance of various provisions within a one-year timeframe, and fines for each violation of these provisions if not complied to. Passed 3-0

Accept Deed of Dedication of Right-of-way: 300 Steury Avenue

Legal Compliance Administrator Shannon Marks presented the packet memo.

Nichols/Landis moved to accept the Deed of Dedication of public right-of-way located at 300 Steury Avenue from Lam Corporation, and authorize the Mayor to execute the Acceptance. Passed 3-0

Greene Road Closure for Asphalt Paving, JN: 2021-0002

Director of Public Works Dustin Sailor presented the packet memo.

Nichols/Landis moved to approve the Greene Road closure between Plymouth Avenue and Berkey Avenue for the milling and paving improvements on Tuesday, June 1 to Friday June 11, 2021. Passed 3-0

9th Street – Vehicles Blocking Mailbox

Civil City Engineer Josh Corwin presented the packet memo.

Discussion followed on possible solutions and problems similar to this in the past.

Assistant Police Chief Shawn Turner explained that the Police Department has encountered this problem before but has no legal backing to address.

Landis asked about moving the mailboxes to the other, less busy, side of the street. Said he was sympathetic to the affected individuals and suggested Council might consider and Ordinance.



Corwin stated after speaking with the Postal Service that the Postal Service reserves the right to refuse to deliver mail.

Mayor Stutsman suggested passing out a flyer notifying residents to avoid parking in front of the mailboxes.

No formal action was taken. Board Members acknowledged the Traffic Commissions recommendation.

Sign Request: Canal Street Neighborhood

Corwin presented the packet memo.

Mayor Stutsman stated that the City receives numerous requests for Children at Play signs. Added that a stop sign would not fit in the right-of-way.

Corwin stated that the Engineering Department does not recommend their use, as they tend not to accomplish the intended goal and provide a false sense of security.

No formal action was taken. Board Members acknowledged the Traffic Commissions recommendation.

Sign Request: Leroy and 12th

Corwin presented the packet memo.

Nichols/Landis moved to confirm and uphold the Traffic Commissions recommendation to make and deliver a stop sign to Goshen College and place a Stop Sign at the intersection of Leroy Street and 12th Street.

Passed 3-0

Resolution 2021-15: Goshen Government Operations Climate Action Plan

Environmental Resilience Director Aaron Sawatsky-Kingsley presented the packet memo.

Mayor Stutsman stated that surrounding cities are looking forward to seeing the final action plan. Mentioned several small changes would be made to the final draft.

Nichols/Landis moved to pass and adopt Resolution 2021-15 – City of Goshen Government Operations Climate Action Plan. Passed 3-0

Parking Surface Variance Request: Keystone RV

Director of Site Development Services for Jones Petrie Rafinski Matt Schuster presented the request.



Discussion on how long the recycled materials last and how Keystone preforms regular maintenance and repairs.

Mayor Stutsman and Landis agreed that standard has been that any parking lot designated to be employee parking was to be paved with a hard surface.

Robert Petitt with Keystone stated that they wish to be the example. Added that he inspects the parking lots every day to check for any repairs and to keep them clean.

Mayor/Landis moved to table until the June 1, 2021 Board of Public Works & Safety and Stormwater meeting. Passed 3-0

Privilege of the Floor

No one spoke.

Building Commissioner Order: 221 West Wilden Avenue

Building Department and Planning/Zoning Inspector Travis Eash presented the findings from the inspection. *(Attached as Exhibit A)*

Eash stated that little progress has been made on the property/building. Added that no permits have been pulled to indicate repairs being done. Stated out of the ten violations listed, the first violation referring to broken glass, trash, dead animals, and animal feces has been resolved. No water or utilities have been active in the home since 2013. Eash added that the Building Department recommends the home be deemed unsafe and demolished.

Attorney Bill Davis with Davis and Roose Attorneys stated that the house is in better condition than when it was bought. Discussion between Davis and Eash one-by-one on the violations listed.

Property Owner Ron Davidhizar stated that due to break-ins and issues with a neighbor, he was hesitant to invest a large amount of money into the home. Davidhizar added that last November the home was broken into and damaged. Davidhizar stated he believes the home will be rentable by November of this year. Davidhizar submitted photos of the property. *(Attached as Exhibit B)*

Mayor asked as to why it has taken the City to step in to have repairs started. Added that Davidhizar has numerous vacant properties throughout the City; should have no issues in finding a tenant.

Landis suggested reviewing repairs in week increments instead of month increments. Davidhizar stated that his own health has been declining and he has just experienced a devastating fire at another property.

Mayor Stutsman asked Davidhizar if he believed the home, in its current state, was safe to live in. Davidhizar responded that it is not appropriate for someone to occupy in its current state.



Mayor Stutsman/Landis moved to find the property unsafe for reasons 2-10 as enumerated in the Building Commission Order. Passed 3-0

Discussion followed on the timeframe of the repair deadlines.

Mayor Stutsman and Landis discussed that due to delays in building supplies a purchase order would suffice.

Landis/Nichols moved to have the yard mowed by June 1, and to have the exterior, garage, loose siding, soffit, windows and doors repaired/replaced to Building Department satisfaction or a purchase order for replacements shown in four weeks. Passed 2-1

Yay- Member Mike Landis, Member Mary Nichols

Nay- Mayor Jeremy Stutsman

Further discussion on how to proceed and if repairs will be completed.

Mayor Stutsman/Landis moved to continue the hearing to June 21, 2021. Passed 3-0

Stutsman/Landis moved to approve Civil City and Utility claims and adjourn. Passed 3-0

Adjournment at 3:40 p.m.

Exhibit A: Building Department Order from Travis Eash. (17 pages)

Exhibit B: Photo Documentation provided by Ron Davidhizar, (4 pages)

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member



Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: BOARD OF PUBLIC WORKS

From: GOSHEN BUILDING DEPARTMENT (TRAVIS EASH)

Date: MAY 24, 2021

Subject: 221 W WILDEN AVENUE

This morning I inspected the property at 221 W Wilden Avenue. Other than securing the property and partial cleaning of debris, little progress has been made since the original inspection on November 18, 2020. I had set up a couple of follow up inspections in which both times neither the owner nor a representative of his showed up.

While conducting my original inspection I witnessed that all the windows and glass doors have been busted out and the property had become accessible to people and animals. The owner failed to secure the property and the City got an Injunction to get the property secured. (Injunction attached).

According to the City Utilities Office the account is not active and hasn't been since February of 2013, which was before Mr. Davidhizar owned the property. He has never opened an account with the Utilities Office for this property.

No permits have been pulled for demolition or any possible repairs that might be done.

Due to the failing condition of the property, the Building Department's recommendation is that this property is found unsafe and should be demolished.

Thank You,

Goshen Building Department

STATE OF INDIANA) IN ELKHART SUPERIOR COURT NO. 4
) SS:
 COUNTY OF ELKHART) CAUSE NO. 20D04-2102-MI-00050

City of Goshen, Indiana,)
 Plaintiff,)
)
 v.)
)
 Ronald E. Davidhizar,)
 Defendant.)

ORDER OF PRELIMINARY INJUNCTION

Cause comes now for hearing on Plaintiff's request for Preliminary Injunction. Plaintiff appears by counsel via Webex. Respondent having been served, fails to appear. Evidence presented and arguments heard. The Court, considering all statements of counsel, Plaintiff's Motion for Preliminary Injunction and Exhibits, and otherwise being duly advised in the premises, now finds that Plaintiff's Motion for Preliminary Injunction should be granted.

IT IS THEREFORE ORDERED that the Defendant, Ronald E. Davidhizar, is directed to secure the vacant residential structure located at 221 W. Wilden Avenue, Goshen, Indiana against unauthorized entry per the requirements of Goshen City Code § 6.3.1.1(ff) within ten (10) days of the date of this Order, or by February 22, 2021.

IT IS FURTHER ORDERED that this cause is set for a review hearing to determine Defendant's compliance with this Order on February 26, 2021 at 9:00 a.m.

SO ORDERED this February 12, 2021.

Butcher S. Lund
 JB

Judge, Elkhart Superior Court No. 4



STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Travis Eash, the affiant herein, and after first being duly sworn upon his oath, acknowledged execution of the foregoing instrument this ____ day of February, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal.

_____, Notary Public

County of Residence: _____

My Commission Expires: _____

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

April 22, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizar
203 Middlebury Street
Goshen, IN 46528

RE: Premises at 221 W. Wilden Avenue, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 221 W. Wilden Avenue, Goshen, Indiana, that the building at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on November 18, 2020. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The Goshen Building Department attempted to reinspect the real estate on March 1, 2021 and April 1, 2021 but Mr. Davidhizar was not present at the premises and the real estate could not be reinspected.

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate are in an impaired structural condition that makes it unsafe to a person and vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter 1.

The following violations of Section 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

1. Structure is filled with broken glass, trash, dead animals, and animal feces (violation of Section 6.3.1.6 (b) (1)).
2. Windows and exterior doors missing or broken leaving property open and not secured (violation of Section 6.3.1.1(ff)).
3. Paint throughout property is chipping and peeling (violation of Section 6.3.1.1(g)).
4. Holes and cracks in the foundation are compromising the structural strength and weather resistance. (violation of Section 6.3.1.1(b)).
5. The walls within the property are damaged or removed and floors are collapsed or the flooring is missing. (violation of Section 6.3.1.1(b)).
6. The ceiling tile is missing and portions of ceiling has collapsed. Debris and insulation from missing ceiling throughout property (violation of Section 6.3.1.1 (b)).
7. The furnace and duct work are not in working order (violation of Section 6.3.1.3(e)).
8. The electrical wiring has been cut throughout the structure and the electrical panel is damaged from the cut wires (violation of Section 6.3.1.1(x)).
9. The windows and glass sliding door are broken or the glass is missing and there is broken glass inside the dwelling (violation of Section 6.3.1.1. (d)).

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 221 W. Wilden, Goshen

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10. The garage is open and unsecured and the soffit is collapsing (violation of Section 6.3.1.1. (b)).

These violations make the premises at 221 W. Wilden Avenue, Goshen unsafe and the general condition of the house and garage warrants removal.

You are ordered to demolish and remove the unsafe building by **July 1, 2021**.

In the event that you fail to comply with this Order, the City of Goshen may take action to demolish the property and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.


You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, May 24, 2021 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind or modify this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe buildings affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe buildings, you must also supply Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe buildings and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Commissioner is issued on April 22, 2021

City of Goshen Building Department



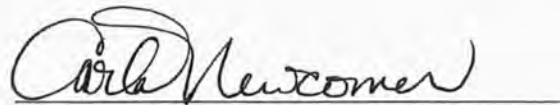
Mark Brinson
Community Development Director

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER
RE: Premises at 221 W. Wilden, Goshen
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CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at Address, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on April 22, 2021:

To: Ron Davidhizer
203 Middlebury Street
Goshen, IN 46528



Carla Newcomer
Paralegal
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528









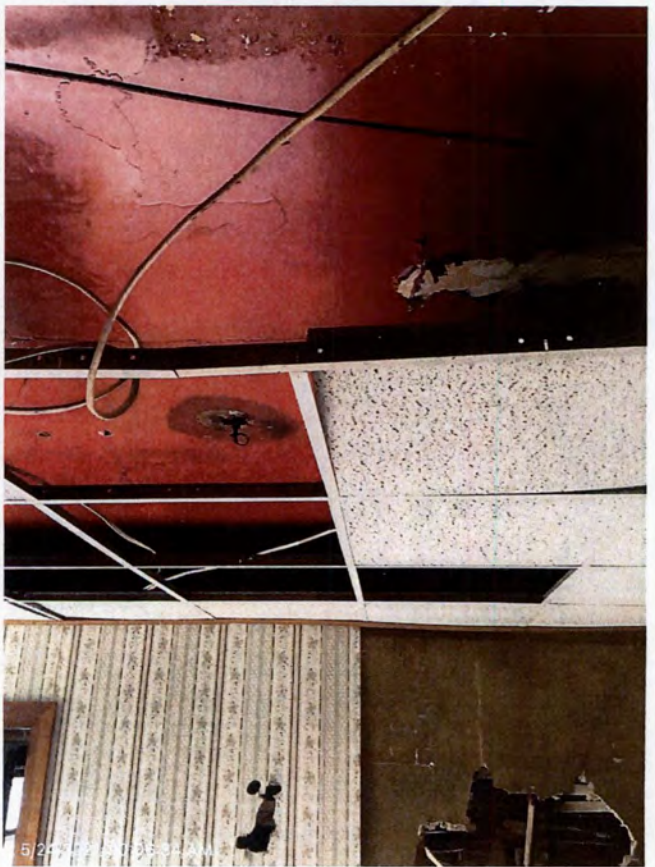
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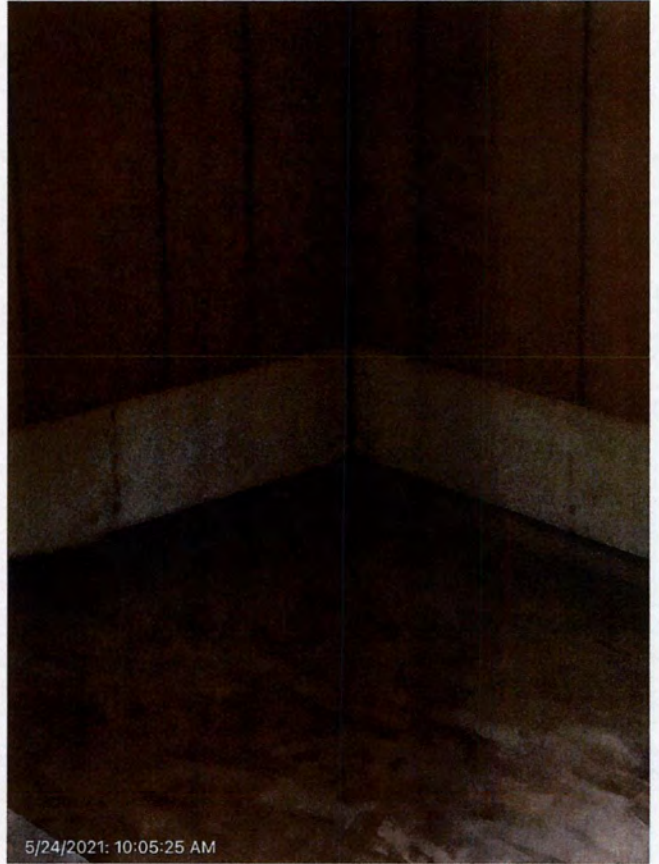
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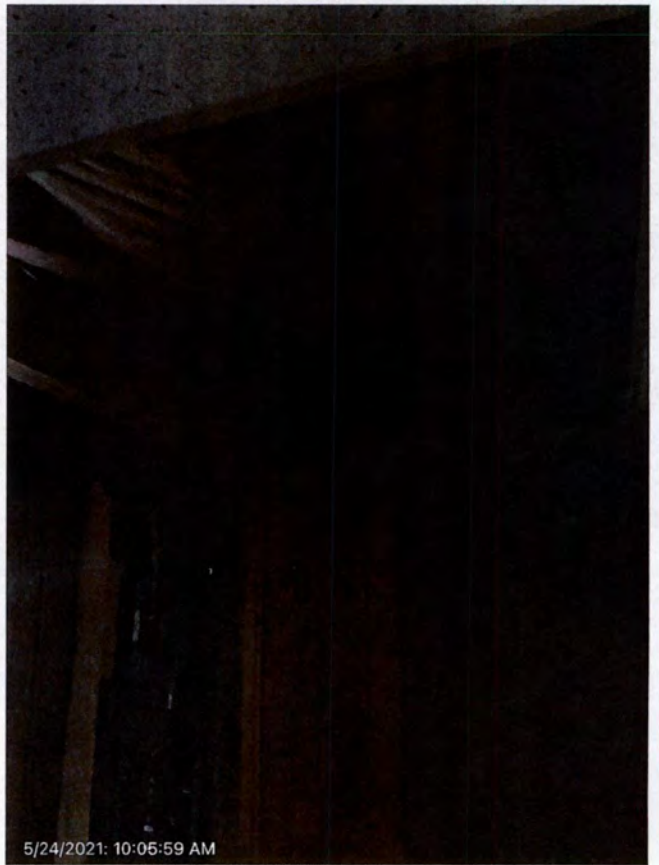
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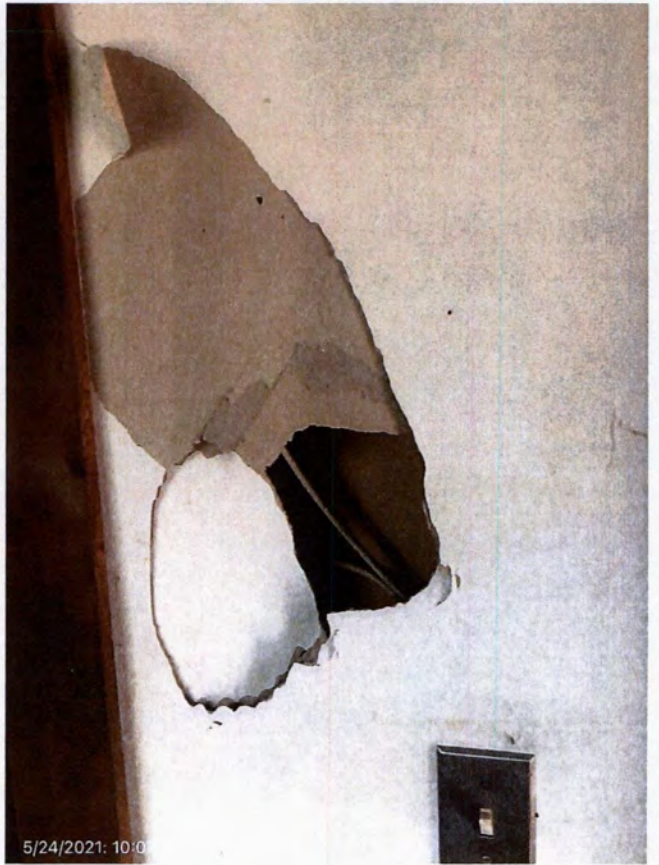
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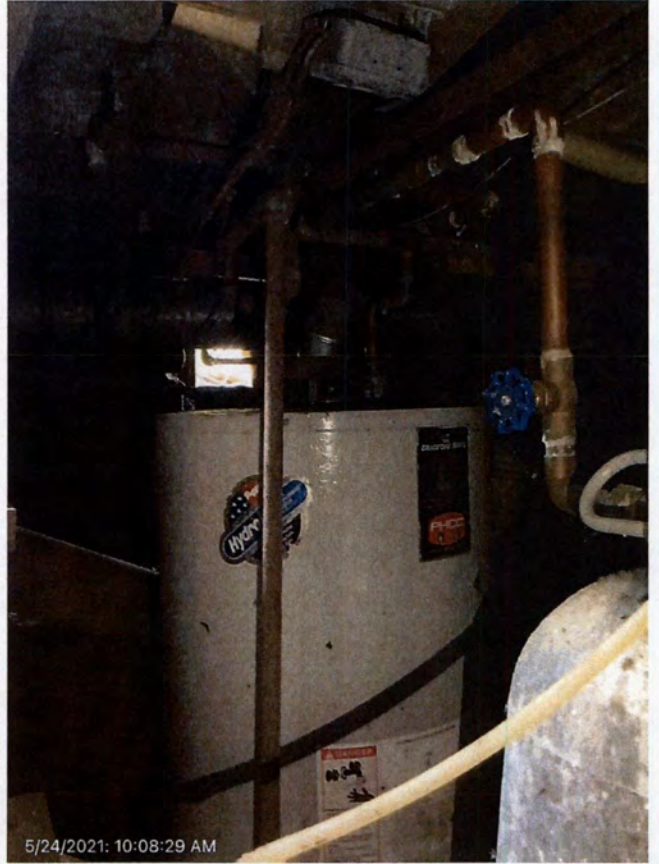
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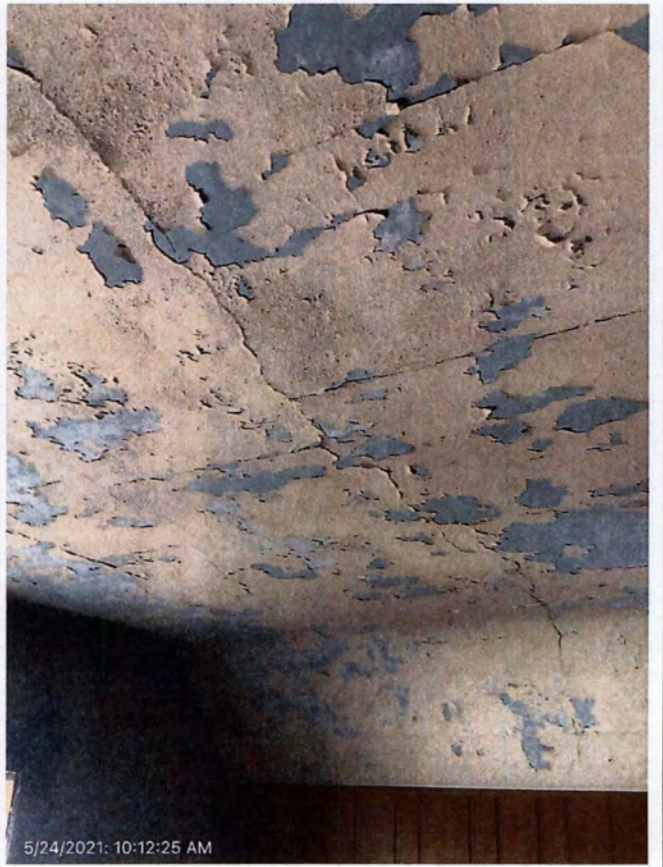
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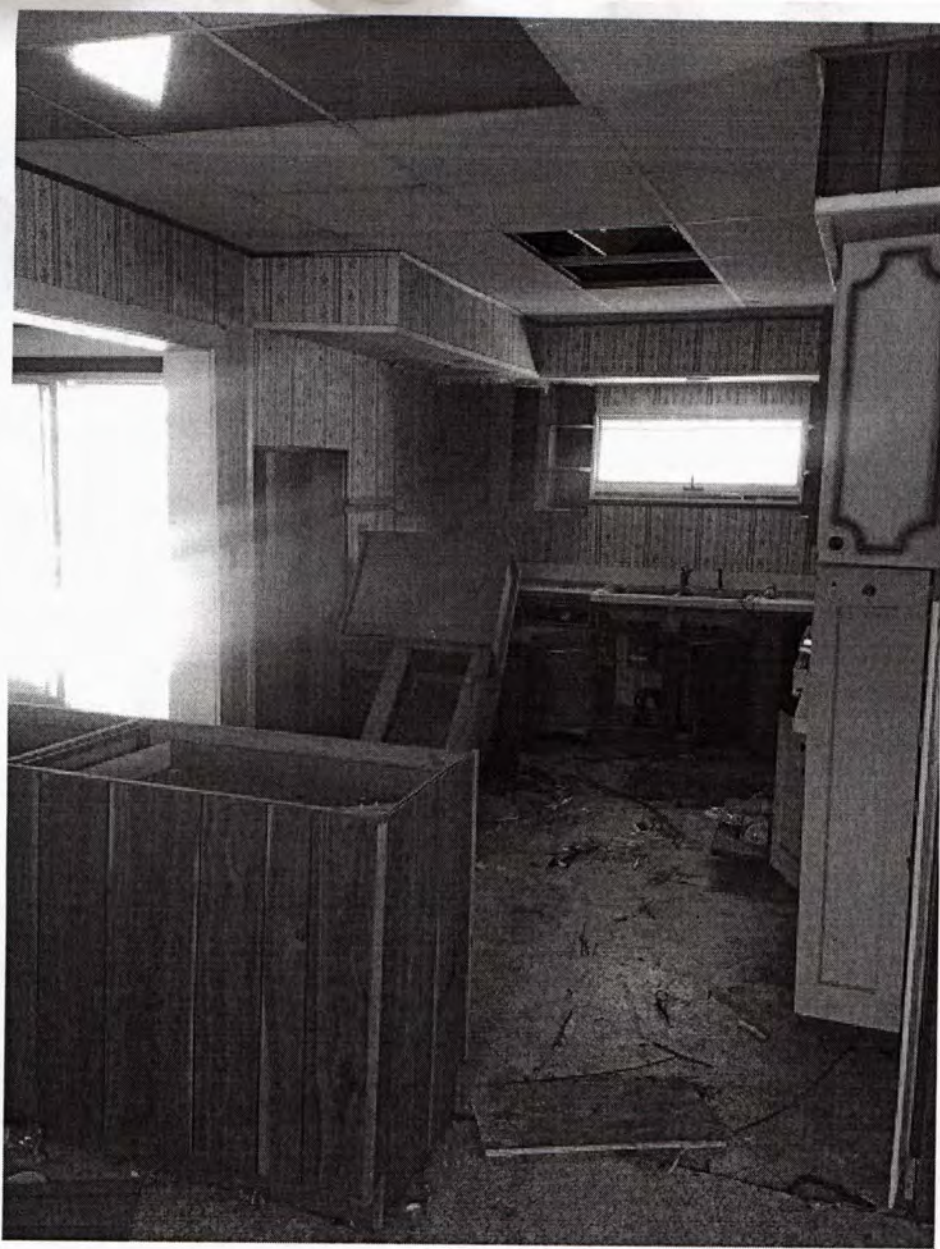














MINUTES of June 1, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis

Absent: None

No minutes were presented.

Landis/Nichols moved to approve the second agenda, amended with Item #7(Keystone Parking Surface Variance). Passed 3-0

Elkhart County 4H Fair Parade on July 25th was moved to the end of the meeting as no one was present for the request.

Parking Closures for Waste Container Placement, 222 South 3rd Street

Owner of 222 South 3rd Street Marlowe Yoder presented the request.

Discussion on location of the container followed.

Landis/Nichols moved to approve the closure of three parking space for up to two weeks at the northwest corner of 222 South 3rd Street in the City lot. Passed 3-0

Parking Closures for Wedding at First United Methodist Church

Wedding Liaison for First United Methodist Church Elaine McCann presented the request.

Mayor Stutsman stated that the Street Department will provide cones if needed.

Landis/Nichols moved to approve the closure of three parking spaces on the east side of 5th Street, just north of Jefferson Street on June 12, 2021 from 1 p.m. to 5 p.m. Passed 3-0



Road Closure – 16th Street Reconstruction, JN: 2021-0038

Director of Public Works Dustin Sailor presented the packet memo.

Landis/Nichols moved to approve the road closures of 16th Street between Plymouth Avenue and College Avenue, from June 7 until October 15, 2021. Passed 3-0

Lane Restriction on Berkey Avenue for Fiber Optic Conduit Installation

Sailor presented the packet memo.

Landis/Nichols moved to approve the lane restriction on Berkey Avenue, between Amberwood Drive and Dewey Avenue, beginning June 2 through June 8, 2021. Passed 3-0

Right of Entry Agreements for 16th Street Reconstruction, JN: 2021-0038

Sailor presented the packet memo.

Sailor added that the agreement would create an easier transition between the edge of pavement and the property.

Landis/Nichols moved to approve the Agreements for the Right of Entry for 1405 South 16th Street, 1301 College Avenue and 1306 Cedarbrook Court for the 16th Street Reconstruction. Passed 3-0

Parking Surface Variance Request- Keystone RV

Mayor Stutsman presented request, which was tabled from the May 24, 2021 Board meeting.

Discussion including what the parking lot would be used for; other local businesses that have made similar requests.

JPR Representative Matt Shuster stated that a building did exist by the parking lot and that this lot would be for employee parking.

City Attorney Bodie Stegelmann cited the Zoning Ordinance Design Standards and Specifications for Parking and Drive Way Surfaces that states employee parking lots must be of an all-weather material and must withstand certain requirements.

Sailor stated that his preference would be a hard surface for the parking lot, however the Engineering Department offered no recommendation.

Discussion on parking surface variances in the past and how to justify an exception. Discussed at other recent businesses that have been denied request.



Clerk-Treasurer Adam Scharf asked about the motion specifying which condition under section 6 (A, B, or C) of the above mentioned Zoning Ordinance was to be cited.

Mayor Stutsman/Landis moved to deny the request. Passed 3-0

Elkhart County 4H Fair Parade on July 25th

Clerk-Treasurer Adam Scharf stated this is a parade that has been occurring for numerous years.

Street Commissioner David Gibbs stated that part of US 33 would need to be blocked off.

Sailor added that once a final route map is presented, a request would be submitted to INDOT.

Landis/Nichols moved to approve the Elkhart County 4H Fair Parade on July 25th subject to route approval by the Engineering Department and by 2019 standards. Passed 3-0

Privilege of the Floor

No one spoke.

Stutsman/Landis moved to approve Civil City and Utility claims and adjourn. Passed 3-0

Adjournment at 2:26 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member



Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer



MINUTES of June 7, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis, Member Barb Swartley, Member DeWayne Riouse

Absent: None

Minutes of May 17, 2021 were presented.

Nichols/Landis moved to approve the minutes of May 17, 2021 as presented. Passed 5-0

Mayor Stutsman suggested adding a new Item #1 (Swearing in of New Board Members), Item #2 (Conditional Offer of Employment for the Police Department), and Item #3 (Acceptance of Resignation) to the agenda.

Nichols/Landis moved to approve the agenda as suggested. Passed 5-0

Swearing in of New Board of Public Works & Safety and Stormwater: Barb Swartley and DeWayne Riouse

Member Barb Swartley and Member DeWayne Riouse were sworn in by Mayor Jeremy Stutsman.

Conditional Offer of Employment to, and Agreement with: Jonathon G. Fannin

City Attorney Bodie Stegelmann presented the Offer and Agreement. (*Attached as Exhibit A*)

Mayor Stutsman Confirmed that Fannin has already been through the Police Academy so he will receive a hiring bonus.

Nichols/Landis moved to extend a Conditional Offer of Employment to Jonathon G. Fannin as a Probationary Patrol Officer and move to approve and execute the Conditional Offer of Employment Agreement with Jonathon G. Fannin which includes the payment of a hiring bonus. Passed 5-0



Police Department Resignation as Captain by Captain Matthew Shultz to Rank of Patrol Officer

Chief of Police Jose' Miller presented the resignation. *(Attached as Exhibit B)*

Nichols/Landis moved to approve the resignation of Officer Matthew Shultz from Rank of Captain to Rank of Patrol Officer, retroactive to Friday June 4, 2021. Passed 5-0

Encroachment into Right-of-way: Portion of patio at 638 River Race

Property Owner Emily Moore connected via Zoom to present her request. Technical difficulties prevented sound from Zoom to play.

Planning and Zoning Assistant Administrator Rossa Deegan stated his department finds no issues, however no railings or awnings would be allowed.

Director of Public Works Dustin Sailor stated the Engineering Department does not agree with the approval; and the patio could interfere with maintenance on the right-of-way.

Landis asked about some garages in the stretch appeared further into to the right-of-way than the presented patio.

Deegan stated that right-of-ways are inconsistent in size.

Mayor Stutsman/Barb moved to table the request until Emily Moore can be present at a Board Meeting. Passed 5-0

Wastewater Treatment Plant Change Order #3, JN: 2019-0025A

Administrative City Engineer Bryce Gast presented the packet memo.

Landis and Gast discussed the door height change and reduced final contract amount.

Landis asked for clarification on the reimbursement from Donohue and Associates.

Landis and Gast noted causes as design flaw, with ongoing negotiations with Engineering from seeking resolution.

Nichols/Landis moved to approve Change Order #3 in the amount of \$47,084.00 with no change to the project schedule at this time. Passed 5-0



Amended Agreement – PeopleLink Staffing

Paralegal Brandy Henderson presented the packet memo.

Nichols/Landis moved to approve and authorize the Mayor to execute the amended agreement with PeopleLink Staffing Services. Passed 5-0

Grant Agreement: Center for Business Excellence

Henderson presented the packet memo.

Mayor Stutsman stated that this program is selective but continues to be an open process on who can participate in the program.

Nichols/Landis moved to approve that the City of Goshen approved the agreement with Center for Business Excellence, Inc. to support the project or projects outlined in its submitted application. Passed 5-0

Grant Agreement: Historical Society

Henderson presented the packet memo.

Nichols/Landis moved to approve that the City of Goshen approve the agreement with Goshen Historical Society, Inc. to support the project or projects outlined in its submitted application in the amount of \$3,000.00 Passed 5-0

Mayor Stutsman commented on the technical issues that the meeting was experiencing and encouraged all viewers to attend meetings.

Grant Agreement: Goshen Theater

Henderson presented the packet memo.

Nichol/Landis moved to approve that the City of Goshen approve the agreement with Goshen Theater, Inc. to support the project or projects outlined in its submitted application in the amount of \$50,000.00. Passed 5-0



Grant Agreement: Chamber of Commerce

Henderson presented the packet memo.

Nichols/Landis moved to approve that the City of Goshen approve the agreement with the Chamber of Commerce of Goshen, Indiana, Inc. to support the project or projects outlined in its submitted application in the amount of \$50,000.00. Passed 5-0

Grant Agreement: Downtown Goshen Inc.

Henderson presented the packet memo.

Nichols/Swartley moved to approve that the City of Goshen approve the agreement with Downtown Goshen, Inc. to support the project or projects outlined in its submitted application in the amount of \$70,000. Passed 5-0

Grant Agreement: South Bend – Elkhart Regional Partnership

Henderson presented the packet memo.

Nichols/Landis moved to approve that the City of Goshen approve the agreement with South Bend – Elkhart Regional Partnership and Affiliate to support the project or projects outlined in its submitted application in the amount of \$2,750.00. Passed 5-0

Release of Temporary Easements, SR 15 and Waterford Mills Parkway

Henderson presented Resolution 2021-18.

Nichols/Landis moved to approve and authorize the Release of Temporary Easements at SR 15 and Waterford Mills Parkway. Passed 5-0

Utilities Street Closure: 400-Block Gra-Roy

Water and Sewer Superintendent Kent Holdren presented the packet memo.

Nichols/Landis moved to approve the road closure at Gra-Roy Drive to thru traffic between High Park and Mayflower Place Drive on Tuesday, June 8 starting at 8 a.m. and reopening for traffic on Friday evening June 10, 2021. Passed 5-0



Utilities Street Closure: 600-Block Gra-Roy

Holdren presented the packet memo.

Nichols/Landis moved to approve the closure of Gra-Roy to thru traffic between Marilyn Avenue and Westwood Road on Thursday, June 10 at 8 a.m. and reopening to traffic on Saturday evening, June 12, 2021. Passed 5-0

Closure of Greene Road, JN: 2021-0002

Sailor presented the revised packet memo. (*Attached as Exhibit C*)

Nichols/Landis moved to approve the closure of Greene Road from June 10 thru June 11, 2021 for repaving. Passed 5-0

Sidewalk 50/50 Program Agreements, JN: 2021-0002

Sailor presented the packet memo.

Discussion on what areas of the city were being focused on specific areas, Middlebury Street and Northside Neighborhood, and the response from the residents.

Clerk-Treasurer Adam Scharf relayed a message from a resident asking if a sidewalk was just to be removed and not replaced, would the City pay half for the removal. Sailor suggested that the resident speak with the Engineering Department to report the location and if any connections to the sidewalk exist.

Nichols/Landis moved to approve 12 Agreements with homeowners participating in the 2021 Sidewalk and Curb 50/50 Program for a total cost of \$25,850.65 with the City participating \$13,771.08 of that total. Passed 5-0

Privilege of the Floor

Community Development Director Mark Brinson presented an Agreement with Community Foundation of Elkhart County Inc. (*Attached as Exhibit D*).

Brinson explained that the agreement is to assist in attracting financing with a Community Development Financial Institution, a consulting firm. Businesses would like to expand the South Bend location to include Elkhart County. Next phase will have Community Foundation of Elkhart County leading the \$225,000.00 project.

Nichols/Landis moved to approve the agreement with Community Foundation of Elkhart County Inc. to provide Community Development Financial Institution consulting work with the City of Goshen's portion being \$19,920.00. Passed 5-0



Stutsman/Landis moved to approve Civil City and Utility claims and adjourn. Passed 5-0

Adjournment at 2:43 p.m.

Exhibit A: Conditional Offer of Employment to, and Agreement with, Jonathon G. Fannin, (4 pages)

Exhibit B: Resignation as Captain by Captain Matthew Shultz to Rank of Patrol Officer, (2 pages)

Exhibit C: Asphalt Paving Project – Revised, (1 page)

Exhibit D: Agreement with Community Foundation of Elkhart County, Inc. to provide Community Development Financial Institution Consulting Work, (10 pages)

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

ATTEST

Adam Scharf, 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

June 7, 2021

To: Board of Public Works and Safety

From: Bodie J. Stegelmann

Subject: Conditional Offer of Employment to, and Agreement with, Jonathon G. Fannin

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Jonathon G. Fannin and approve and execute the attached Conditional Offer of Employment Agreement. The agreement sets forth the conditions that Jonathon G. Fannin must meet prior to beginning employment with the Goshen Police Department as a probationary patrol officer, and requires Jonathon to successfully complete all training requirements once employed and also provides for payment of a hiring bonus. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Police Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Jonathon G. Fannin as a probationary patrol officer.
- (2) Move to approve and execute the Conditional Offer of Employment Agreement with Jonathon G. Fannin which includes the payment of a hiring bonus.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety ("City"), and **Jonathon G. Fannin** ("Fannin").

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

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Fannin employment as a probationary patrol officer of the Goshen City Police Department. Fannin accepts City's conditional offer of employment. City does not have a current position available in the Goshen City Police Department. City and Fannin understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen City Police Department rank and file must exist. Fannin understands that currently no vacancy exists in the rank and file of the Police Department.
- (2) Fannin certifies that Fannin is currently a member of the Indiana Public Retirement System and the 1977 Police Officers' and Firefighters' Pension and Disability Fund.
- (3) City will confirm its offer of employment to Fannin when a position opening becomes available in the Goshen City Police Department.

HIRING BONUS

- (1) City agrees to pay a hiring bonus upon Fannin's commencement of employment provided that Fannin meets the following prerequisites:
 - (a) Fannin has successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
 - (b) Fannin has an active certification with the Indiana Law Enforcement Training Board;
 - (c) Fannin has separated from another Indiana law enforcement agency as an active reserve officer or a paid police officer within twelve (12) months of accepting the employment offer with the City (within twelve (12) months of the date of this agreement);
 - (d) Fannin has served with the other Indiana law enforcement agency as an active reserve officer or paid police officer for a minimum of one (1) year; and
 - (e) Fannin will be a first time employee of the Goshen Police Department as a police officer.
- (2) By execution of this agreement, Fannin certifies that Fannin meets the prerequisites set forth in paragraph (1).

- (3) Upon commencement of employment, City agrees to pay Fannin a hiring bonus payment of Eight Thousand Dollars (\$8,000) over Fannin's first five (5) years of employment with the City as follows:
 - (a) Two Thousand Dollars (\$2,000) shall be paid upon Fannin's date of hire;
 - (b) Two Thousand Dollars (\$2,000) shall be paid upon Fannin's second employment anniversary date with City; and
 - (c) Four Thousand Dollars (\$4,000) shall be paid upon Fannin's fifth employment anniversary date with City.
- (4) Upon commencement of employment, City agrees to pay Fannin a base wage equal to the base wage paid to a patrol officer as set forth in the current salary ordinance. In addition, Fannin shall be credited with forty-five (45) hours of paid sick leave.
- (5) Fannin's appointment shall be probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Goshen Board of Public Works and Safety that Fannin receive permanent appointment at any time within the probationary period.
- (6) In the event that Fannin voluntarily leaves city employment or is terminated for cause prior to Fannin's second employment anniversary date, Fannin agrees to repay City the hiring bonus payment of Two Thousand Dollars (\$2,000) paid under paragraph (3)(a). No repayment will be due City if Fannin leaves city employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or death.
- (7) Fannin's repayment to City under paragraph (6) is due within thirty (30) days of Fannin's last day of employment with City. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after Fannin's last day of employment with City.
- (8) Fannin shall forfeit any future hiring bonus payments under paragraphs (3)(b) or (3)(c) if:
 - (a) Any disciplinary action in excess of a written warning is taken against Fannin at any time during the first five (5) years of employment; and
 - (b) Fannin receives a performance evaluation with a score less than thirty-two (32) after Fannin's first year of employment.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approved by the Goshen Board of Public Works and Safety.

SEVERABILITY

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

INTEGRATION

This agreement supersedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

INDIANA LAW


This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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



Jonathon G. Fannin

Jeremy P. Stutsman, Mayor

Date: 6-4-2021

Michael A. Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

Date: _____



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: June 7, 2021

From: Jose' Miller, Chief of Police

Reference: The Resignation as Captain by Captain Matthew to the Rank of Patrol Officer.

I am requesting that the Board of Public Works and Safety approve the resignation of Officer Matthew Shultz from the rank of Captain to the rank of Patrol Officer. Captain Shultz has informed administration he will be stepping down from Captain to Patrolman. Captain Shultz said that his move is best for he and his family since the Captain's position has much more responsibility than patrol officer.

Captain Shultz brought leadership, skill, professionalism, wisdom, and hard work to the Goshen Police Department. Captain Shultz's leadership will be missed at all levels of this department. I would like to thank Captain Shultz for his leadership at the Goshen Police Department. I am requesting this resignation to be retroactive to Friday June 4th, 2021.

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

Good morning,

I would like this opportunity to thank each of you for the opportunity to lead this department in the many avenues throughout my career, most specifically my role as a supervisor. Effective June 3rd 2021, I wish to step down as Day Shift Captain.

Many things have contributed to this decision. This letter couldn't possibly include everything that has brought me to this decision, however, the biggest reason is the stress that the role of Captain brings. All leadership positions at all levels bring along a certain degree of stress and at times I've asked myself if life would be simpler if I was just a patrolman with patrolman responsibilities. I have thought about this decision thoroughly and weighed the pros and cons of staying or stepping down. I've considered the predicament that it will cause our department in a time that on its own is stressful itself. The duration of my career has been selfless and all for the people I work with and for this department. We all make sacrifices in this career.

This conclusion is solely based on me and I feel I need to do it for me and my family. I plan on speaking to everyone on the shift to alleviate any unwanted rumors or turmoil that it could potentially create throughout our department. The last thing I want to happen is to create rumors or degrade the department's morale.

Thank you again for the opportunity to serve our department in the capacity of a supervisor.

Matt Shultz #153

Day Shift Captain

Goshen Police Department

111 E. Jefferson Street

Goshen, IN 46528

Phone (574) 533-8661

Office (574) 533-9387

mattshultz@goshencity.com

www.goshenindiana.org

<https://www.facebook.com/CityOfGoshen>

A handwritten signature in black ink, appearing to read "m. shultz", is positioned to the right of the contact information.



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **ASPHALT PAVING PROJECT- REVISED
(JN: 2021-0002)**

DATE: June 7, 2021

Due to a change in schedule, Niblock will be performing work to pave Greene Road and Berkey Avenue on June 10 and June 11. The work will require a road closure of Greene Road between Plymouth Avenue and Berkey Avenue. The work on Berkey Avenue will be with traffic control and will remain open. The original schedule had Greene Road closed from June 1 to June 11 so that Niblock could mill and pave. Niblock was able to temporarily open the road back up earlier than they anticipated after the mill work was complete. Niblock will maintain open access for the Intermediate School and residents on Greene Road. The Greene Road closure (weather depending) will occur Thursday June 10 thru Friday June 11, 2021 and open to traffic June 12, 2021.

Suggested Motion: Move to approve closure of Greene Road from June 10 thru June 11 for repaving.

AGREEMENT

With Community Foundation of Elkhart County, Inc. To Provide Community Development Financial Institution Consulting Work

This Agreement, entered into by and between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana acting through its Board of Public Works and Safety ("City") and Community Foundation of Elkhart County, Inc., an Indiana Nonprofit Corporation (the "Community Foundation"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement.

A. The purpose of this Agreement is to enable the City to award funds in the amount of \$19,920.00, to the Community Foundation for the cost of the program and services described in the Scope of Work, a copy of which is attached hereto and made a part hereof as Exhibit A (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, the description of the program described in Exhibit A, and in conformance with any applicable Indiana Code provisions. The funds received by the Community Foundation pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Community Foundation.

A. The Community Foundation expressly represents and warrants to the City that it is statutorily eligible to receive these funds. The Community Foundation expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds.

B. By entering into this Agreement, Community Foundation certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Community Foundation.

3. Implementation of and Reporting on the Project.

A. The Community Foundation shall implement and complete the Project in accordance with the description contained in Exhibit A. Any modification of the Project from the description given in Exhibit A shall require prior written approval of the City.

B. The Community Foundation shall submit to the City and a report within thirty (30) days of completion of the Project.

4. Term. This Agreement commences on July 1, 2021, and shall remain in effect through completion of the Project, or December 31, 2021, whichever is later.

5. Funding.

The City shall provide funds to the Community Foundation once all participants in the Project have approved the Project in the amount of Nineteen Thousand Nine Hundred Twenty Dollars (\$19,920.00) for its share of the program and services to be provided under this Agreement, plus an amount not to exceed Four Thousand One Hundred Fifty Dollars (\$4,150.00) for its share of out of pocket expenses incurred as part of the program and services. The disbursement of funds to the Community Foundation shall not be made until this Agreement has been fully approved by the City.

6. Project Monitoring by the City. The City may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement. The Community Foundation shall extend its full cooperation and give full access to relevant documentation to the City or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in the Exhibit A; and

B. whether Community Foundation is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.

7. Audits and Maintenance of Records. Community Foundation may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

8. Compliance with Laws.

A. The Community Foundation shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Community

Foundation to determine whether the provisions of this Agreement require formal modification.

B. The Community Foundation warrants that the Community Foundation and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.

C. The Community Foundation affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered, and owes no outstanding reports to the Indiana Secretary of State.

D. As required by I.C. § 5-22-3-7:

i. The Community Foundation and any principals of the Community Foundation certify that:

a. the Community Foundation, except for *de minimis* and nonsystematic violations, has not violated the terms of:

- (i) I.C. 24-4.7 [Telephone Solicitation Of Consumers];
- (ii) I.C. 24-5-12 [Telephone Solicitations]; or
- (iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. the Community Foundation will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Community Foundation and any principals of the Community Foundation certify that an affiliate or principal of the Community Foundation and any agent acting on behalf of the Community Foundation or on behalf of an affiliate or principal of the Community Foundation, except for *de minimis* and nonsystematic violations,

a. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

9. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Community Foundation hereby swears or affirms under the penalties of perjury that:

A. The Community Foundation has enrolled and is participating in the E-Verify program;

B. The Community Foundation has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

C. The Community Foundation does not knowingly employ an unauthorized alien.

D. The Community Foundation shall require its contractors who perform work under this Agreement to certify to Community Foundation that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Community Foundation shall maintain this certification throughout the duration of the term of a contract with a contractor.

The City may terminate for default if the Community Foundation fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

10. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

11. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

12. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Community Foundation covenants that it shall not discriminate against any employee or applicant for employment relating to this award of funds with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Community Foundation certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Community Foundation understands that the City is a recipient of federal funds, and therefore, where applicable, Community Foundation and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

13. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelmann@goshencity.com

B. Notices to the Community Foundation shall be sent:

Community Foundation of Elkhart County, Inc.
Attn: Peter L. McCown
300 Nibco Parkway, Suite 301
Elkhart, IN 46516

14. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) Exhibit A.

15. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments until such time as all material breaches are cured to the City's satisfaction.

B. The expenditure of funds other than in conformance with the Project or the Budget may be deemed a breach. The Community Foundation explicitly covenants that it shall promptly repay to the City all funds not spent in conformance with this Agreement.

16. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Community Foundation attests, subject to the penalties for perjury, that the undersigned is the Community Foundation or a properly authorized representative, agent, member, or officer of the Community Foundation. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Community Foundation, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Community Foundation and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

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

Community Foundation
of Elkhart County, Inc.

Jeremy P. Stutsman, Mayor

By: _____

Printed: _____

Michael A. Landis, Member

Its: _____

Mary Nichols, Member

Date Signed: _____

Barb Swartly, Member

DeWayne Riouse, Member

Date Signed: _____

EXHIBIT A

Scope of Work

The Community Foundation shall gather funds from local governmental units in Elkhart County to engage a consultant to help key local leaders become more knowledgeable of Community Development Financial Institutions ("CDFI") and to understand the importance of a CDFI Friendly strategy for the City.

At the outset, the consultant will organize and convene:

- A *Leadership Group* comprising Pete McCown, President of the Community Foundation of Elkhart County; the Mayors of Elkhart, Goshen, and Nappanee; and a member of the Elkhart County Commission; the Leadership Group will be Chaired by the President of the Client; and
- A *Working Group* of community leaders from Elkhart County's business, civic, financial, neighborhood, and other constituencies, as well as staff members from the Client, the County of Elkhart, and the Cities of Elkhart, Goshen, and Nappanee. The Working Group will include staff representing the client, the County, and the cities and will be coordinated by Mark Brinson of Goshen. It will add members as participation grows.

The consultant will lead the working group to produce two (2) community convenings that will serve as the "tent posts" for this effort over approximately five (5) months. Both events will be planned and implemented with assistance from the client and participants in the CDFI Friendly working group.

Convening #1

At the outset, the consultant will convene a meeting for key parties to review the consultant's Phase I findings and to introduce and explain the work. The purpose of the meeting is to cast as wide a net as possible for possible participants in the work. The meeting will introduce CDFIs, CDFI financing, and the existing CDFI Friendly entity in South Bend. It will outline and explain the work over the next five (5) months.

With the advice and help of both groups, the consultant will meet with an expanding array of key players in the community through the work period to discuss the financing needs of the community, the roles CDFIs could play, and past efforts to meet financing needs. The consultant will participate in meetings with the public and the media as requested by the client and the community. In addition, the consultant will meet with CDFIs engaged in Elkhart County, interested in engaging in Elkhart County, and other potentially key partners in the community.

The consultant will prepare materials and research to explain CDFIs, to answer questions about CDFIs in Elkhart County, and to explain the planned consolidation of CDFI Friendly South Bend and CDFI Friendly efforts serving Elkhart County. It will develop and provide materials as needed to help participants to understand CDFIs well enough to envision what roles they should play in meeting the client's goals for the CDFI Friendly effort in Elkhart County.

The consultant will conduct small group, individual, and large group meetings, as needed, to ensure that everyone involved in the work in Elkhart County are prepared to make recommendations and decisions regarding the prospects and value of a CDFI Friendly approach. In addition, the consultant will initiate preliminary discussions with potential funders and investors in the prospective effort to begin organizing and securing the financial resources necessary to go forward.

Over the work period the Consultant's focus will increasingly be on matching demand for CDFI financing with CDFIs. To that end, the consultant will guide the working group to develop a set of "deal sheets" – short summaries of actual, possible CDFI financing opportunities in the community.

Elkhart County participants will identify and write-up these potential deals using a format provided by the consultant. The participants could include the client, local financial institutions, CDFIs, local community organizations, local community development corporations, interest groups, Elkhart County and City officials, members of the Working Group, and others.

This work requires community leaders to demonstrate their understanding of the roles CDFIs might play. The products (the deal sheets) help CDFIs and community representatives explore the potential for collaboration. Those conversations, which occur primarily at the second "tent pole" event, also help the community determine priorities for financing.

Convening #2

The consultant and the working group will convene a community-wide meeting that includes CDFI leaders interested in working in Elkhart; CDFI leaders who can provide perspective that can guide the community; national CDFI investors who might assist local and regional investors work with CDFIs; public officials working with CDFIs; and representatives of the current CDFI Friendly entity in South Bend. The structure of the convening will include in- depth conversations to present the case for Elkhart County's CDFI Friendly Strategy, flag major outstanding issues and questions, and identify priority financing needs in the local market.

The product of this convening will be decisions about and clear direction for community needs, preferences, and priorities for Implementation.

Business Planning

The business plan the consultant will prepare will re-visit and expand on the business plan prepared in late 2019 and early 2020 for CDFI Friendly South Bend. It will explain in quantifiable terms the work that the expanded and re-configured CDFI Friendly entity would do, the costs of operating that entity, the sources and uses of funds and investments to support operations of a CDFI Friendly entity, including the CDFI Friendly Enhancement Fund. To those ends, it will refine and expand the market data gained in the earlier Assessment and the earlier work under this phase into a market analysis and identify capital gaps that CDFIs and others can fill which will result in a market financing strategy. It will account for work already being done by others in the market, including but not limited to banks, credit unions, CDFIs, governments, and others. It will incorporate data provided by the client and others, data from third party sources, and—as necessary and possible—data developed by the consultant.

The plan will be used as a basis for discussion with all constituencies through the working group. The efficacy of the business plan is a product of the accuracy and quality of the data, requiring the consultant to get regular and realistic feedback from all parties.

The business plan must meet the “reality test” of potential funders, investors, borrowers, partners, and others is key to ensuring that there is good reason and a good basis on which to launch a CDFI Friendly Elkhart County entity and strategy. A substantial portion of effort will be devoted to fundraising and capitalization for the strategy. The business plan will allow the consultant and the client to test assumptions.

Implementation

The work at this stage is to combine the Elkhart County strategy with the South Bend strategy in a reconstituted CDFI entity succeeding the current CDFI Friendly South Bend. The consultant will accelerate the emerging entity to become fully operational and independent as rapidly as possible.

Client's Roles & Responsibilities

This will be an interactive engagement where the Client/Community and the Consultant will be responsible for different, related tasks. Consultant will request support and/or action as needed.

Client will be responsible for setting up in-person "tent-pole" meetings, handling coordination and logistics, and internal decision-making logistics. Consultant will ask the Client to set up other group and one-on-one meetings, as needed.

The consultant will make recommendations based on its experience and expertise, but the client and community must make governing and oversight decisions at clearly delineated steps in the workflow. If the client and the community have differing ideas about the course of this

work, they must resolve any differences in clear, workable, and timely fashion. Client is ultimately responsible for all strategic decisions about how the work should proceed towards implementation.

The consultant's ability to complete the work on time and as promised is dependent on full engagement and timely decision-making by the client and the community.



MINUTES of June 14, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street,
Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis, Member Barb Swartley,
Member DeWayne Riouse

Absent: None

No minutes were presented.

Mayor Stutsman suggested adding a new Item #1 (638 River Race Drive Patio Right-of-way Encroachment) and Item #7 (Road Closure Request) to the agenda.

Landis/Nichols moved to approve the agenda as amended. Passed 5-0

638 Rive Race Drive Patio Encroachment on Right-of-way

Civil City Engineer Josh Corwin read a memo from Director of Public Works Dustin Sailor in regards to the tabled request from the June 7, 2021 meeting. (*Attached as Exhibit A*)

Corwin stated that the Engineering Department rescinded the non-recommendation, adding that the patio would not affect maintenance that may occur. Patio is still subject to right-of-way restrictions at that time.

Water and Sewer Superintendent Kent Holdren stated that if the patio needed to be removed due to maintenance, it would be at the homeowner's expense.

Planning and Zoning Assistant Administrator Rossa Deegan added that it is recommended that no railings or awnings are to be allowed.

Landis/Nichols moved to approve the encroachment into right-of-way for a flat patio @ 638 River Race Drive with the understanding that if the City should remove any part of the patio in the right-of-way, it would be that the homeowners expense. Passed 5-0



The Goshen News: Façade at 114 South Main Street

Schrock Commercial, general contractor representative Austin Ham presented the packet memo.

Deegan stated that this request will be presented at the BZA meeting as the design does not meet Zoning Ordinance design standards.

**Landis/Nichols moved to approve the awning in the right-of-way at The Goshen News, 114 South Main Street.
Passed 5-0**

Resolution 2021-17: Development Agreement with Last Dance, LLC

Legal Compliance Administrator Shannon Marks presented the packet memo.

Clerk-Treasurer Adam Scharf added that it was discussed at the Redevelopment Meeting that no minimum dollar amount or project size was required to get a refund.

**Landis/Nichols moved to approve Resolution 2021-17 – Development Agreement with Last Dance, LLC.
Passed 5-0**

Agreement with MACOG for Traffic Counts, JN: 2021-003

Corwin presented the packet memo.

**Swartley/Nichols moved to approve the Agreement with MACOG for \$2,000.00 for Annual Traffic Counts.
Passed 5-0**

Norfolk Southern Railroad Closures

Corwin stated this was for notification purposes only.

No formal action was taken.

Lane Restrictions; 7th Street between Franklin and Plymouth for Asphalt Paving Project, JN: 2021-0002

Corwin presented the packet memo.

Landis/Nichols moved to approve the 7th Street lane restrictions and no parking between Plymouth Avenue and Franklin Street for the paving improvements on Monday June 14 and Tuesday June 15, 2021. Passed 5-0



West Monroe Street Closure for Event: St. John's Catholic Church

Scharf stated this event has already occurred.

Landis/Nichols moved to retroactively approve the closing Monroe Street from 2 p.m. to 6 p.m. on June 13, 2021. Passed 5-0

Request for Road Closure at the intersection of South 8th Street and Douglas Street

Holdren presented the request. (*Attached as Exhibit B*)

Landis/Nichols moved to approve the request for a Road Closure at South 8th Street and Douglas Street to thru traffic on Thursday, June 17 starting at 8 a.m. and reopening for traffic on Friday evening, June 18, 2021. Passed 5-0

Privilege of the Floor

Scharf announced that this would be his last Board of Public Works & Safety and Stormwater Meeting as he turned in his resignation on Friday, June 11, 2021.

Stutsman/Landis moved to approve Civil City and Utility claims and adjourn. Passed 5-0

Adjournment at 2:15 p.m.

Exhibit A: 638 Rive Race Drive Patio Encroachment into Right-of-way, (9 pages)

Exhibit B: Request for Road Closure at the intersection of South 8th Street and Douglas Street, (2 pages)

APPROVED



Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

ATTEST

Jeffery Weaver, Acting Clerk-Treasurer

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT is made and entered into on November 27th, 2019, by and between **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Redevelopment Commission, hereinafter referred to as "Redevelopment" and Emily Moore hereinafter referred to as "Purchaser"

REAL ESTATE

In consideration of the purchase price and on the terms, covenants and conditions to be kept and performed by the respective parties, Redevelopment agrees to sell and Purchaser agrees to purchase the following real estate located in Elkhart Township, Elkhart County, Indiana, more commonly known as

621 ½ S. Third Street, Goshen, Indiana, 46526, and more particularly described as follows:

Fifty (50) feet off the West end of the North Half (N ½) of Lot Numbered Forty-One (41) in Purl's Second Addition; said Plat being recorded in Deed Record 63, page 427 in the Office of the Recorder of Elkhart County, Indiana.

LESS AND EXCEPTING:

The West fifteen feet (15') of the above described real estate.

Subject to any easement or right of way of record.

Parcel Number: 20-11-16-205-012.000-015

The above described real estate is hereinafter referred to as the "Real Estate."

The Real Estate shall include all land, all pertinent rights, privileges and easements and all buildings and fixtures in their present condition.

PURCHASE PRICE

Purchaser agrees to pay and Redevelopment agrees to accept the total sum of Thirty-Six Thousand Dollars (\$36,000.00) to be paid at the closing.

TAXES AND ASSESSMENTS

Redevelopment shall pay the real estate taxes and assessments for 2018 and 2019. Purchaser shall pay the real estate taxes and assessments for 2020 due and payable in 2021 and thereafter.

TITLE SEARCH

A title search for the Real Estate shall be obtained. The cost of the title search shall be paid by Redevelopment. Any encumbrances or defects in title must be removed. Redevelopment will convey merchantable title subject to standard title exceptions, easements, rights of way and the encroachment of the building into City real estate on the west side of the building and into the City's alley on the north side of the building. Purchaser will be permitted entry on City property to maintain the building. The existing building may not be expanded beyond its current foot print on the west and north side. Redevelopment agrees to pay the cost of obtaining any document necessary to perfect title so that merchantable title can be conveyed.

CLOSING

Purchaser and Redevelopment will each pay half (1/2) of the cost of the closing agent. Redevelopment will pay the cost of the deed and the recording costs for the deed and other documents necessary to convey merchantable title to Purchaser. Purchaser will pay the cost of preparing and recording any mortgage documents.

WARRANTY DEED

Redevelopment shall deliver to Purchaser a warranty deed conveying merchantable title to the Real Estate free and clear of all liens and encumbrances, except conditions of record including, but not limited to zoning restrictions, taxes, easements, and assessments and the encroachment of the building on the north and west side into property owned by the City of Goshen or over which the City of Goshen has rights of way or easements.

POSSESSION OF REAL ESTATE

Possession and occupancy of the Real Estate will be delivered to Purchaser on the date of closing or December 31, 2019 whichever is later.

As long as Redevelopment retains possession, Redevelopment shall be responsible for all maintenance and utilities. Redevelopment will be entitled to rents from the Real Estate until the date of closing however, Redevelopment will discontinue collecting rent to make the transition for the tenant to a new location easier. The tenant has been given notice to vacate the premises by December 31, 2019.

RISK OF LOSS

Redevelopment shall assume the risk of loss until the possession of the Real Estate is transferred to Purchaser at which time Purchaser shall assume the risk of loss.

ENCROACHMENT INTO EXISTING RIGHT OF WAY

The City of Goshen for the use and benefit of the Department of Redevelopment, acquired the right of way consisting of the west fifteen feet (15') of a part of parcel 20-11-16-205-012.000-015. At the time the right of way was acquired by the City of Goshen Department of Redevelopment owned the entire parcel numbered 20-11-16-205-012.000-015 which is described as fifty feet (50') off the west end of the north one half (1/2) of Lot 41 of Purls Addition 2nd.

Use of Premises

1. The real estate must be occupied as a single family residence
2. The structure on the real estate encroaches into the existing public right of way along River Race Drive. While the existing structure may be maintained and repaired no additional encroachment into the right of way will be permitted.
3. The building that encroaches into the right of way predates the City's acquisition of the right of way.
4. In the event that Redevelopment and/or the City of Goshen needs to use the right of way in a manner that will not permit or interferes with the continued use of the real estate as a single family residence, Redevelopment and/or the City of Goshen will need to acquire the entire structure and remaining land by eminent domain.

WARRANTIES

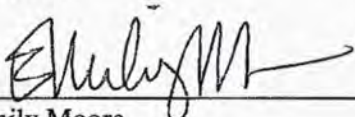
- 1) Redevelopment warrants that Redevelopment will convey a good and merchantable title to Purchaser. Purchaser accepts the Real Estate AS IS without warranty of habitability. Redevelopment makes no warranty, express or implied, that the Real Estate is suitable for any particular purpose.
- 2) Purchaser has made its own inspection of the Real Estate and relies solely upon Purchaser's observation in deciding to purchase the Real Estate. Purchaser does not rely upon any representation of Redevelopment or any agent of Redevelopment.
- 3) Purchaser agrees that buildings on the real estate will be occupied as a single family residence.

MISCELLANEOUS

- 1) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- 2) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
- 3) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
- 4) In the event that any provision of this 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- 5) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- 6) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between Purchaser and Redevelopment.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

Purchaser



Emily Moore

Date: 11/27/19

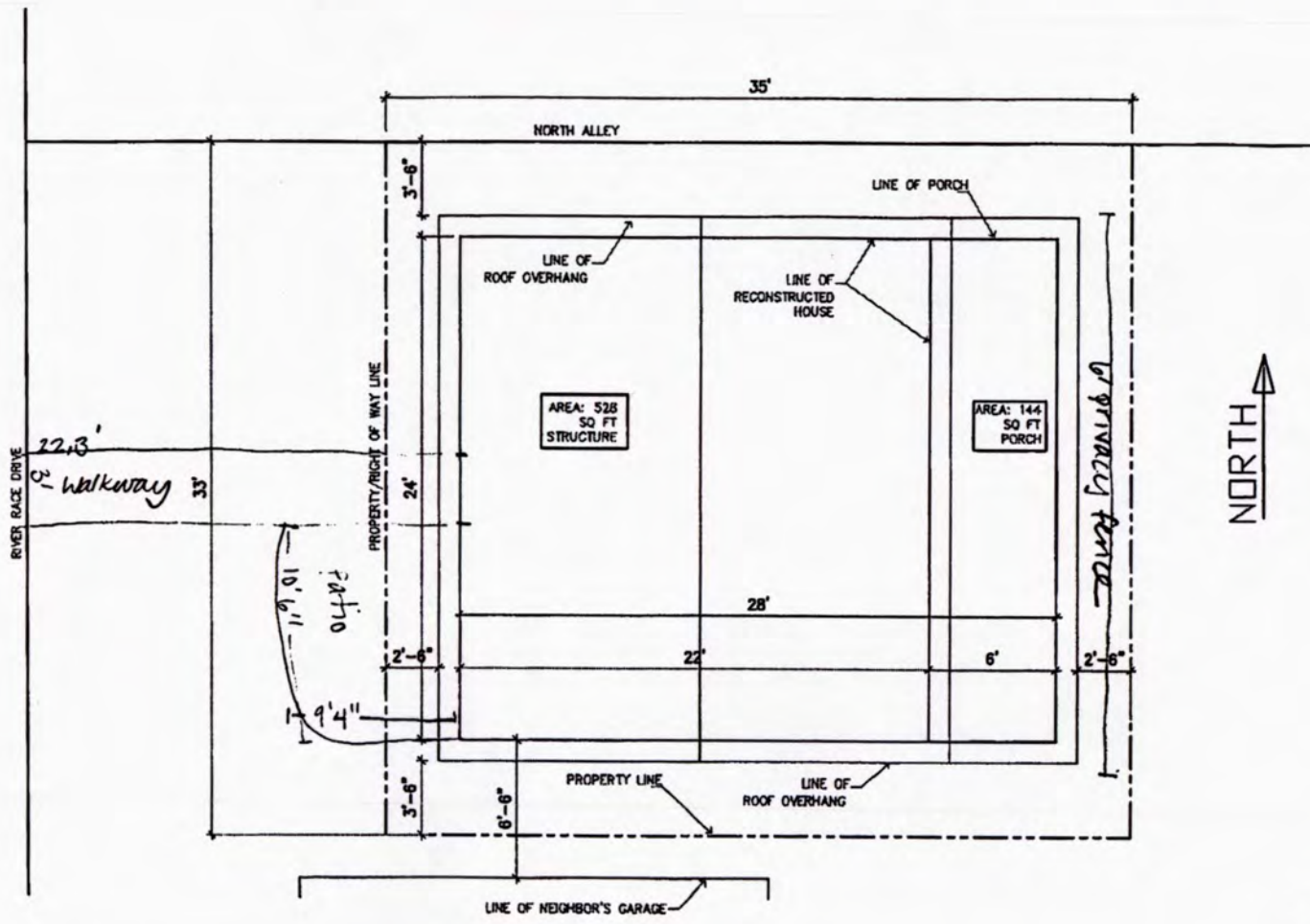
Redevelopment

Mark Brinson
Community Development Director
Goshen Redevelopment Commission
City of Goshen, Indiana

Date: _____

Jeremy P. Stutsman, Mayor
Goshen Board of Public Works and Safety
City of Goshen, Indiana

Date: _____



SITE PLAN
SCALE: 3/16" = 1'-0"

621 1/2 SOUTH 3RD STREET
GOSHEN, IN 46526



Phone / Fax 533-1448
Mobile 596-1028

5/27/20 **MOORE RESIDENCE**







62112





Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
kentholdren@goshencity.com • www.goshenindiana.org

6/14/2021

Request for Road Closure at the intersection of South 8th St. and Douglas St.

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be replacing a Sewer Manhole Structure at the intersection of South 8th St. and East Douglas St.

The work will require excavation of the road, with a trench that will be approximately 10' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close the intersection of South 8th St. and Douglas St. to thru traffic, on Thursday, June 17th starting 8:00 am, and reopening for traffic on Friday evening June 18th.

See attached map for reference.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren".

Kent Holdren
Superintendent of Goshen Water Department

Alley 232

E Reynolds St

Alley 230

S Cottage Ave

S 8th St

S 9th St

S 7th St

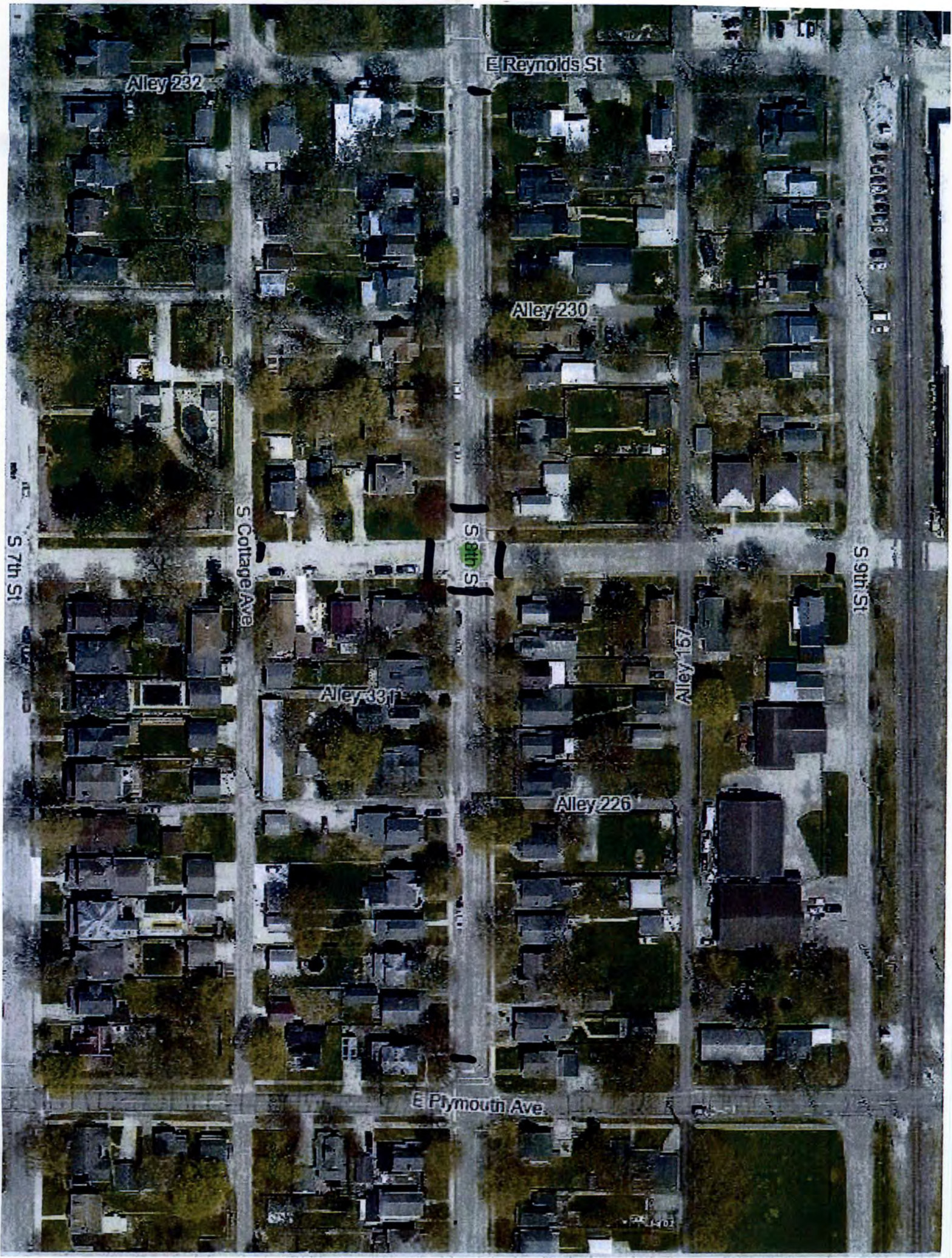
Alley 331

Alley 157

Alley 226

E Plymouth Ave

4402





MINUTES of June 21, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Member Mary Nichols, Member Mike Landis, Member Barb Swartley, Member DeWayne Riouse

Absent: Chair Jeremy Stutsman

No minutes were presented.

Landis suggested moving Item #11 (Building Commissioner Report) to after Privilege of the Floor, add a new Item #11 (Goshen Brewing Co. Movie Request), and add Item #12 (Road Closure Request) to the agenda.

Nichols/Swartley moved to approve the agenda as amended. Passed 4-0

Request to Close 13th Street for Block Party: College Farm Neighborhood Association

No one from College Farm Neighborhood Association was present. Landis confirmed that Streets and Engineering has no objections to the request. Stated this layout has been done in the past.

Nichols/Swartley moved to approve the closure of the 1800 Block of 13th Street between Mervin Avenue and Leroy Street on Saturday August 7, 2021 from 6:30 p.m. to 9:00 p.m. for the College Farm Neighborhood Association. Passed 4-0

Police Department Resignation of Officer Logan Campbell

Chief of Police Jose' Miller presented the packet memo.

Nichols/Swartley moved to approve the resignation of Officer Logan Campbell effective July 7, 2021. Passed 4-0

Police Department Conditional Offer of Employment to Adriana Isabel Fernandez

Legal Compliance Administrator Shannon Marks presented the packet memo.

Nichols/Swartley moved to extend a Conditional Offer of Employment to Adriana Isabel Fernandez as a Probationary Patrol Officer as well as approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Adriana Isabel Fernandez. Passed 4-0



Fire Department Conditional Offers of Employment to Michael L. Fairfield, Timothy C. Perry, and Daniel J. Kurtz

Marks presented the packet memo.

Nichols/Swartley moved to extend Conditional Offers of Employment to Michael L. Fairfield Timothy C. Perry and Daniel J. Kurtz as Probationary Firefighters as well as move to approve and authorize the Mayor to execute Conditional Offers of Employment Agreements with Michael L. Fairfield, Timothy C. Perry and Daniel J. Kurtz. Daniel J. Kurtz agreement includes a Paramedic Hiring Bonus. Passed 4-0

Resolution 2021-16: City of Goshen Bicycle Registration Program

Marks presented the packet memo.

Marks added that the locations dedicated in the past for the registrations will remain the same.

Nichols/Swartley moved to pass and adopt Resolution 2021-16, City of Goshen Bicycle Registration Program. Passed 4-0

Unpaid Final Accounts

Utilities Office Billing Manager Kelly Saenz presented the request.

Nichols/Swartley moved to move the Uncollected Final Accounts from active to Collection, Sewer Liens and Writes offs in the amount of \$4,147.96. Passed 4-0

Approval of Amended Community Development Block Grant – CARES Act (CDBG-CV) Agreements

Community Development Specialist Meghan Bylsma presented the papcket.

Nichols/Swartley moved to approve the Amended CDBG-CV Agreement for Program Year 2020 to reflect a change in total award and authorize the Mayor to sign the agreements. Passed 4-0

Change Order #1: Asphalt Paving Project, JN: 2021-0002

Director of Public Works Dustin Sailor presented the packet memo.

Nichols/Swartley moved to ratify Change Order No. 1 for the amount of \$70,054.00 which is an 8.09% increase to allow Niblock to complete the stated work and to establish the project's final completion date as August 5, 2021, which adds four additional work days. Passed 4-0



Goshen Brewing Co. Movie on the Lawn

No one was present for this request. Landis stated that the request is using the same parking spots as in the past. *(Attached as Exhibit A)*

Nichols/Swartley moved to approve the Goshen Brewing Co. request for a Movie on the Lawn in the Interra parking lot for a Food and Movie Truck on June 28, 2021 from 6 p.m. to 10 p.m. Passed 4-0

Request for Road Closure on Denver Avenue

Water and Sewer Superintendent Kent Holdren presented the request. *(Attached as Exhibit B)*

Nichols/Swartley moved to approve the road closure request on Denver Avenue to thru traffic on Wednesday, June 23, 2021 starting at 8 a.m. and reopening to traffic on Thursday evening, June 24, 2021. Passed 4-0

Privilege of the Floor

Goshen Resident Everett Thomas started discussion to a possible solution to relieve congested traffic on College Avenue and 33 due to construction work. Thomas suggested opening up Dierdorff Street to allow traffic to flow easier.

Sailor provided an email from Phend & Brown, Inc. representative Andrew R. Schouten which stated his count of what would happen should Dierdorff be opened *(Attached as Exhibit C.)* Added that the Board approved the closing of Dierdorff per InDOT request.

Miller and Patrol Division Chief Mario Mora both agreed that opening the road would result in more traffic violations and could cause further congested traffic. Mora stated there have been 74 violations at that intersection since March, 2021 and 50 violations since May, 2021. Miller stated that the "No Left Turn" signs are not being followed.

Board discussed changing the direction of traffic on Dierdorff to which Sailor stated the Board could not change traffic control as that would lead to a contract change.

Thomas stated that due to the sharp turn onto 33 from College Avenue causes traffic to slow. States he does not see any safety issues.

Riouse and Thomas discussed how much time is added due to the congested traffic and whether it was worth the possibility of more accidents. Riouse added that all residents need to be patient as construction and congested traffic are a cost of improvements.

Landis stated the Board is open to continuing conversations to find a solution.

No formal action was taken.



Building Commissioner Order: 4410 Midway Road

Building Department Planning and Zoning Inspector Travis Eash presented his updated inspection as of June 21, 2021. (*Attached as Exhibit D*)

Eash stated he was not able to make entry into the home and has not been able to make contact with the owner. Added there has been no utilities use since 2018 and was shut off in 2019. Eash stated his first attempt at contact was in October of 2020 and after two 30 days increments a warrant is requested. Has sent two letters in the mail that were returned but stated the two certified letters he sent to the homeowner's home address were signed for.

Board members discussed possible reasons as to why the homeowner has not responded. Naming age and an incorrect address may be why no response has been received.

Discussion continued after Paralegal Carla Newcomer provided signed certified mail receipts as to if the homeowners were the ones to have signed to mail. Board members were concerned that the actual owners were not being contacted and requested extra time to verify the address.

Nichols/Swartley moved to uphold the Goshen Building Departments Order to remove debris and trash and extend the compliance date for 30 days from today June 21, 2021 to July 21, 2021 and that all three requirements stated in the Order must be met. Passed 4-0

Landis/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 4-0

Adjournment at 2:52 p.m.

Exhibit A: Goshen Brewing Co. Movie on the Lawn Request (1 page)

Exhibit B: Request for Road Closure on Denver Avenue (2 pages)

Exhibit C: Email from Andrew R. Schouten representing Phend and Brown (1 page)

Exhibit D: Updated Inspection Report from Building Department (15 pages)

APPROVED

Jeremy Stutsman, Chair



Michael Landis, Member

Mary Nichols, Member

ATTEST

Clerk-Treasurer

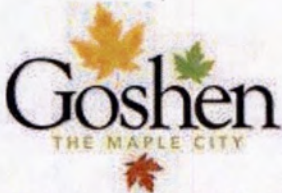
Communications Coordinator

From: Switchboard
Sent: Wednesday, June 16, 2021 2:03 PM
To: Scharf, Adam
Subject: FW: Goshen Brewing Co. Movie on the lawn 6/28 6-10pm

Please read the email below.

Kind regards,

Tracy Eggleston
Receptionist/Office Assistant
City of Goshen
202 S. Fifth St.
Goshen, IN 46528-3714
Phone: (574) 533.8621
Fax: (574-533-9740)
switchboard@goshencity.com



**** Be Someone's Light / Be Engaged / Be Bold ****

From: Jesse Sensenig [REDACTED]
Sent: Wednesday, June 16, 2021 1:56 PM
To: Switchboard <switchboard@goshencity.com>
Subject: Goshen Brewing Co. Movie on the lawn 6/28 6-10pm

Hello,

We are hoping to get this on the agenda for this next week if possible! Monday 6/28 from 6-10pm. No road or paths blocked but would have movie truck and food truck on parking lot.

Thanks,
Jesse

BUCKLE UP
2 SPOTS

MOVIE TRUCK

LAWN

BBQ

FOOD TRUCK

No PARTS
BUCKLE UP



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN
308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
kentholdren@goshencity.com • www.goshenindiana.org

6/21/2021

Request for Road Closure on Denver Ave.

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be replacing a Sewer Manhole Structure at 111 Denver Ave.

The work will require excavation of the road, with a trench that will be approximately 6' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close Denver Ave. to thru traffic, on Wednesday, June 23, starting at 8:00 am, and reopening for traffic on Thursday evening June 24.

See attached map for reference.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren", written over a horizontal line.

Kent Holdren
Superintendent of Goshen Water Department



Show search results for

2549

W PIKE ST
900 W PIKE ST
724 W PIKE ST
708 W PIKE ST
612 W PIKE ST
245 CHICAGO AVE
231 CHICAGO AVE
223 CHICAGO AVE
125 HURON ST
126 HURON ST
213 DENVER AVE
123 HURON ST
124 HURON ST
209 DENVER AVE
121 HURON ST
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108 HURON ST
801 W LINCOLN AVE
711 W LINCOLN AVE
617 W LINCOLN AVE
711 W LINCOLN AVE
511 W LINCOLN AVE
804 W LINCOLN AVE
712 W LINCOLN AVE
508 W LINCOLN AVE
502 W LINCOLN AVE

Sailor, Dustin

From: Andrew R. Schouten <arschouten@phend-brown.com>
Sent: Monday, June 21, 2021 11:18 AM
To: Koch, Michael; Jeremy E. Miller
Cc: Cool, Melissa; Kreger, William; Sailor, Dustin; Corwin, Josh; Schalinske, Gavin
Subject: RE: Goshen Engineering - Board of Works - College and US 33

I understand that the public would want Dierdorff reopened to traffic. This will allow them to shortcut and bypass the construction that is proceeding at 33 & College.

As I stated in my initial request to the Board of Works this closure prevents said shortcut and allows for an increased level of safety for my employees. Drivers who are cutting around traffic will not be paying as much attention as those that funnel through the restriction. Distracted drivers are more likely to cause accidents and hurt themselves or my employees. There is also work occurring at the Dierdorff and College intersection and by restricting this traffic that work can more safely be performed. I am concerned that these would be the same drivers who consistently ignore the "No Left Turn" signage posted on College and endanger themselves and my employees every time they do so.

Thank you,

Andrew R. Schouten, PE
Phend & Brown, Inc.
PO Box 150, Milford, Ind 46542
574.658.4166 Phone
574.527.7540 Cell

-----Original Message-----

From: Koch, Michael <MKOCH@indot.IN.gov>
Sent: Monday, June 21, 2021 08:58
To: Andrew R. Schouten <arschouten@phend-brown.com>; Jeremy E. Miller <jemiller@phend-brown.com>
Cc: Cool, Melissa <MCool@indot.IN.gov>; Kreger, William <WKreger@indot.IN.gov>; Sailor, Dustin <dustinsailor@goshencity.com>; Corwin, Josh <joshcorwin@goshencity.com>; Schalinske, Gavin <gschalinske@indot.IN.gov>
Subject: FW: Goshen Engineering - Board of Works - College and US 33
Importance: High

Andrew,

A Board of Works meeting is scheduled for today June 21st @ 2pm. Would you please review & advise prior to lunch?

Thanks!

Mike
(574)-612-2224

-----Original Message-----

From: Sailor, Dustin <dustinsailor@goshencity.com>
Sent: Monday, June 21, 2021 7:06 AM
To: Koch, Michael <MKOCH@indot.IN.gov>; Cool, Melissa <MCool@indot.IN.gov>



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: BOARD OF PUBLIC WORKS

From: GOSHEN BUILDING DEPARTMENT (TRAVIS EASH)

Date: June 21, 2021

Subject: 4410 MIDWAY RD

This morning I inspected the property 4410 Midway Road. I wasn't able to inspect the interior of the property. Every attempt I have made to contact the owner have been unanswered.

I sent two letters to request an inspection and never received a reply. I then requested an Inspection Warrant and executed that on February 16, 2021. (Photos Attached)

With the condition of the exterior of the property this morning and from the previous inspection, there has been little to no compliance on the property.

Per the Utilities Office there has been little to no usage since late 2018 and the meter shut off in 2019.

The Building Department's recommendation is that the Board orders the property to be cleaned.

Thank You,

Goshen Building Department

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

May 24, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ronnie Martin
24093 County Road 126
Goshen, IN 46526

Mary Lou Martin
24093 County Road 126
Goshen, IN 46526

RE: Premises at 4410 Midway Road, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 4410 Midway Road Goshen, Indiana, that the building at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department first inspected the subject real estate on February 16, 2021. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was re-inspected on May 10, 2021 which showed no significant improvement to the real estate.

You are ordered to make the following corrections by June 25, 2021:

1. Remove debris and trash. Properly remove or dispose of paint cans that are too close to water heater. Clear debris from around furnace, water heater, and electrical panel.
2. Remove obstruction from egress of property and easy passage through the house.
3. Water service needs to be turned on and meter needs to be reinstalled.

In the event that you fail to comply with this Order, the City of Goshen may pursue action in a court in Elkhart County.

You are further notified that a hearing will be held before the City of Goshen Board of Public Works and Safety on Monday, June 21, 2021 at 2:00 p.m. (local time), or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the

hearing will be conducted in your absence. The Board of Public Works and Safety will have the right to affirm, rescind or modify this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the buildings affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the buildings, you must also supply City of Goshen Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Commissioner is issued on May 24, 2021

City of Goshen Building Department



Mark Brinson, Community Development Director

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Building Department for the premises at 4410 Midway Road, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on May 24, 2021

To: Ronnie Martin
24093 County Road 126
Goshen, IN 46526

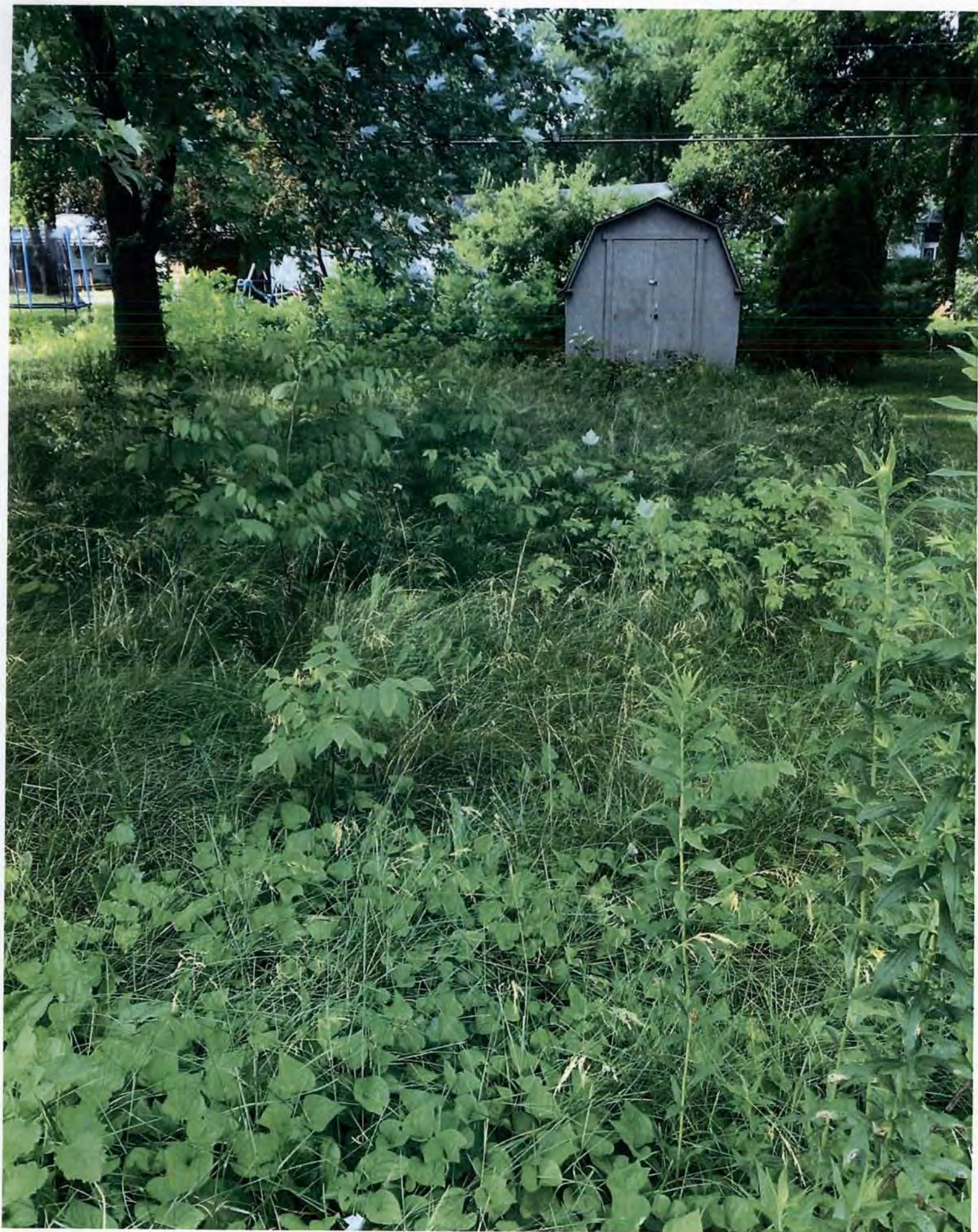
Mary Lou Martin
24903 County Road 126
Goshen, IN 46526


Carla Newcomer, Paralegal
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528





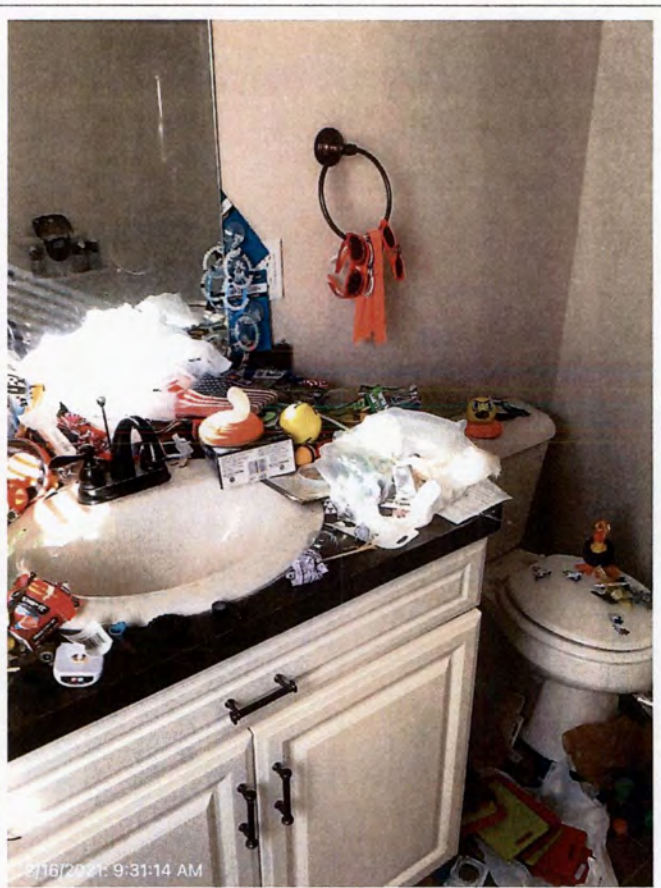








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2/16/2021: 9:35:01 AM



2/16/2021: 9:35:21 AM



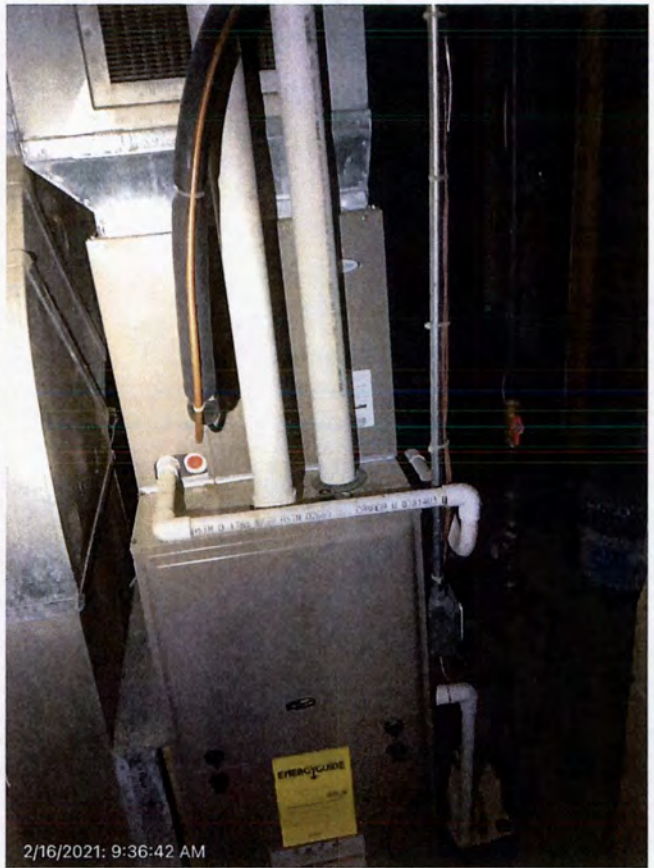
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2/16/2021: 9:36:26 AM



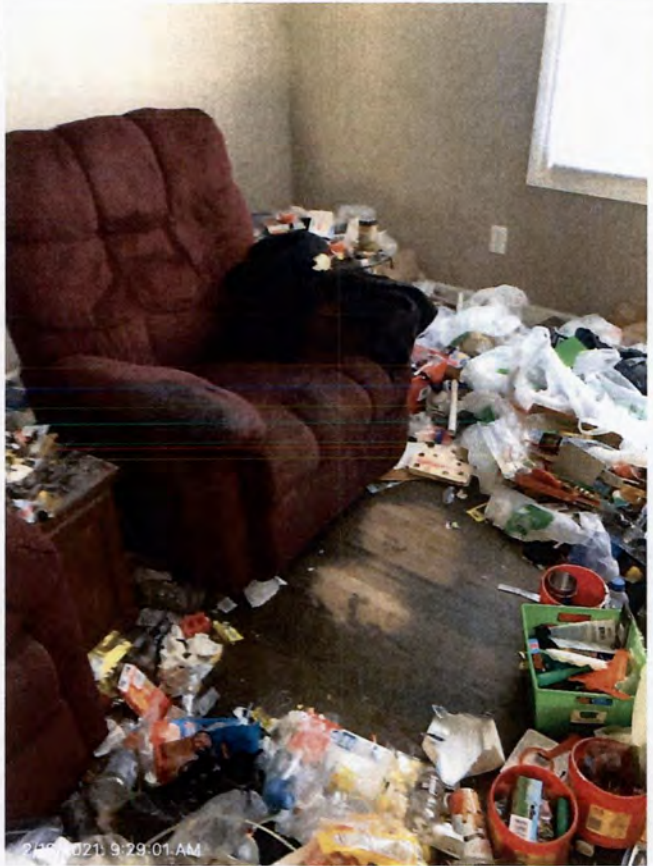
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2/16/2021: 9:28:33 AM





2/16/2021: 9:29:58 AM



2/16/2021: 9:30:33 AM



2/16/2021: 9:30:42 AM

20-06-35-201-004.000-013

MARTIN WILLIAM & RONNIE &

4410 MIDWAY RD

510, 1 Family Dwell - Platted Lot

1350130-N: CR 26 S: Surre

1/2

General Information
Parcel Number
 20-06-35-201-004.000-013
Local Parcel Number
 06-35-201-004-013
Tax ID:
 06-35C
Routing Number

Ownership
 MARTIN WILLIAM & RONNIE & MARY
 4410 MIDWAY RD
 ELKHART, IN 46517

Legal
 SHERWOOD GLEN SD LOT 7 EX N 5FT (ROW)

| Transfer of Ownership | | Doc ID | Code | Book/Page | Adj Sale Price | V/I |
|-----------------------|--------------------|--------|------|-----------|----------------|-----|
| Date | Owner | | | | | |
| 12/19/2014 | MARTIN WILLIAM & R | 5811 | WD | / | \$135,000 | V |
| 07/07/2014 | CREEKSTONE INVES | 2359 | SW | / | \$60,000 | I |
| 06/03/2014 | DEUTSCH BANK NAT | 1659 | SH | / | \$85,345 | I |
| 01/01/1900 | GARCIA JESUS UND | 1659 | SH | / | \$85,345 | I |

Notes

Property Class 510
 1 Family Dwell - Platted Lot

Year: 2021

Location Information
County
 Elkhart
Township
 CONCORD TOWNSHIP
District 013 (Local 013)
 GOSHEN CIVIL CONCORD SCH
School Corp 2270
 CONCORD COMMUNITY
Neighborhood 1350130-013
 1350130-N: CR 26 S: Surrey Lane
Section/Plat

Location Address (1)
 4410 MIDWAY RD
 ELKHART, IN 46517



Res

Valuation Records (Work In Progress values are not certified values and are subject to change)

| Assessment Year | 2021 | 2020 | 2019 | 2018 | 2017 |
|---------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Reason For Change | WIP | AA | AA | AA | AA |
| As Of Date | 02/22/2021 | 01/01/2021 | 01/01/2020 | 04/09/2019 | 01/01/2018 |
| Valuation Method | Indiana Cost Mod | Indiana Cost Mod | Indiana Cost Mod | Indiana Cost Mod | Indiana Cost Mod |
| Equalization Factor | 1.0000 | 1.0000 | 1.0000 | 1.0000 | 1.0000 |
| Notice Required | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Land | \$29,400 | \$29,400 | \$29,400 | \$29,400 | \$29,400 |
| Land Res (1) | \$29,400 | \$29,400 | \$29,400 | \$29,400 | \$29,400 |
| Land Non Res (2) | \$0 | \$0 | \$0 | \$0 | \$0 |
| Land Non Res (3) | \$0 | \$0 | \$0 | \$0 | \$0 |
| Improvement | \$120,600 | \$107,000 | \$95,500 | \$85,500 | \$78,700 |
| Imp Res (1) | \$119,600 | \$106,100 | \$94,700 | \$84,700 | \$78,000 |
| Imp Non Res (2) | \$0 | \$0 | \$0 | \$0 | \$0 |
| Imp Non Res (3) | \$1,000 | \$900 | \$800 | \$800 | \$700 |
| Total | \$150,000 | \$136,400 | \$124,900 | \$114,900 | \$108,100 |
| Total Res (1) | \$149,000 | \$135,500 | \$124,100 | \$114,100 | \$107,400 |
| Total Non Res (2) | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Non Res (3) | \$1,000 | \$900 | \$800 | \$800 | \$700 |

Land Data (Standard Depth: Res 175', CI 175' Base Lot: Res 116' X 175', CI 116' X 175')

| Land Pricing Soil | Act | Size | Factor | Rate | Adj. | Ext. | Infl. % | Res Market | Value |
|-------------------|--------|---------|--------|-------|-------|----------|---------|---------------|----------|
| Type Method ID | Front. | | | | Rate | Value | | Elig % Factor | |
| F F | 0 | 110x170 | 0.99 | \$270 | \$267 | \$29,370 | 0% | 100% 1.0000 | \$29,370 |

Zoning
 ZO01 Residential
Subdivision

Lot

Market Model
 N/A

Characteristics
Topography Flood Hazard
Public Utilities ERA
 All
Streets or Roads TIF
 Paved

Neighborhood Life Cycle Stage

Static
 Printed Saturday, April 10, 2021

Review Group 2020

Data Source External Only

Collector 07/29/2020 Rod

Appraiser

Land Computations

| | |
|-------------------------|--------------------------|
| Calculated Acreage | 0.43 |
| Actual Frontage | 0 |
| Developer Discount | <input type="checkbox"/> |
| Parcel Acreage | 0.43 |
| 81 Legal Drain NV | 0.00 |
| 82 Public Roads NV | 0.00 |
| 83 UT Towers NV | 0.00 |
| 9 Homesite | 0.00 |
| 91/92 Acres | 0.00 |
| Total Acres Farmland | 0.43 |
| Farmland Value | \$0 |
| Measured Acreage | 0.00 |
| Avg Farmland Value/Acre | 0.0 |
| Value of Farmland | \$0 |
| Classified Total | \$0 |
| Farm / Classified Value | \$0 |
| Homesite(s) Value | \$0 |
| 91/92 Value | \$0 |
| Supp. Page Land Value | |
| CAP 1 Value | \$29,400 |
| CAP 2 Value | \$0 |
| CAP 3 Value | \$0 |
| Total Value | \$29,400 |

General Information

Occupancy Single-Family
 Description Residential Dwelling
 Story Height 1
 Style N/A
 Finished Area 1080 sqft
 Make

Floor Finish

Earth Tile
 Slab Carpet
 Sub & Joint Unfinished
 Wood Other
 Parquet

Wall Finish

Plaster/Drywall Unfinished
 Paneling Other
 Fiberboard

Roofing

Built-Up Metal Asphalt Slate Tile
 Wood Shingle Other

Exterior Features

| Description | Area | Value |
|-------------------|------|---------|
| Wood Deck | 264 | \$4,200 |
| Porch, Open Frame | 96 | \$4,400 |

Plumbing

| | # | TF |
|---------------|----------|----------|
| Full Bath | 0 | 0 |
| Half Bath | 1 | 2 |
| Kitchen Sinks | 0 | 0 |
| Water Heaters | 1 | 1 |
| Add Fixtures | 4 | 4 |
| Total | 6 | 7 |

Accommodations

| | |
|--------------------|----------|
| Bedrooms | 3 |
| Living Rooms | 0 |
| Dining Rooms | 0 |
| Family Rooms | 0 |
| Total Rooms | 7 |

Heat Type

Central Warm Air

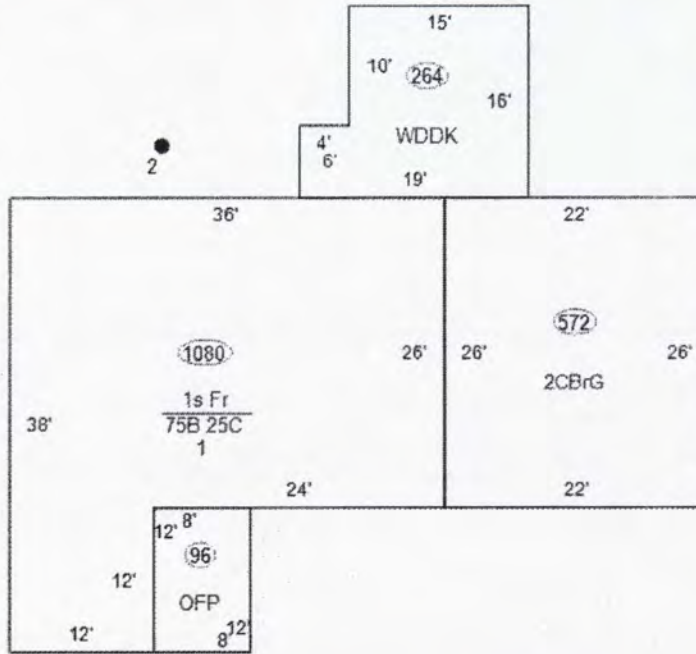
Cost Ladder

| Floor | Constr | Base | Finish | Value | Totals |
|-------|--------|------|--------|----------|--------|
| 1 | 7 | 1080 | 1080 | \$85,200 | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 1/4 | | | | | |
| 1/2 | | | | | |
| 3/4 | | | | | |
| Attic | | | | | |
| Bsmt | | 810 | 0 | \$21,400 | |
| Crawl | | 270 | 0 | \$3,200 | |
| Slab | | | | | |

Total Base \$109,800
Adjustments 1 Row Type Adj. x 1.00 \$109,800

| | |
|------------------|---------------------------|
| Unfin Int (-) | \$0 |
| Ex Liv Units (+) | \$0 |
| Rec Room (+) | \$0 |
| Loft (+) | \$0 |
| Fireplace (+) | \$0 |
| No Heating (-) | \$0 |
| A/C (+) | 1:1080 \$2,900 |
| No Elec (-) | \$0 |
| Plumbing (+/-) | 7 - 5 = 2 x \$800 \$1,600 |
| Spec Plumb (+) | \$0 |
| Elevator (+) | \$0 |

| | |
|-----------------------------------|--------------------|
| Sub-Total, One Unit | \$114,300 |
| Sub-Total, 1 Units | |
| Exterior Features (+) | \$8,600 \$122,900 |
| Garages (+) 572 sqft | \$15,100 \$138,000 |
| Quality and Design Factor (Grade) | 1.00 |
| Location Multiplier | 0.92 |
| Replacement Cost | \$126,960 |



Specialty Plumbing

| Description | Count | Value |
|-------------|-------|-------|
| 1080 | 1 | |
| 264 | 1 | |
| 572 | 1 | |
| 96 | 1 | |

Summary of Improvements

| Description | Res Eligibl | Story Height | Construction | Grade | Year Built | Eff Year | Eff Co Age | nd | Base Rate | LCM | Adj Rate | Size | RCN | Norm Dep | Remain. Value | Abn Obs | PC | Nbhd | Mrkt | Improv Value |
|-------------------------|-------------|--------------|--------------|-------|------------|----------|------------|----|-----------|------|----------|------------|-----------|----------|---------------|---------|------|-------|--------|--------------|
| 1: Residential Dwelling | 100% | 1 | Brick | C | 1965 | 1965 | 56 | A | | 0.92 | | 1,890 sqft | \$126,960 | 40% | \$76,180 | 0% | 100% | 1.570 | 1.0000 | \$119,600 |
| 2: Utility Shed | 0% | 1 | | D | 2000 | 2000 | 21 | A | \$22.93 | 0.92 | \$22.93 | 8'x10' | \$1,350 | 55% | \$610 | 0% | 100% | 1.570 | 1.0000 | \$1,000 |



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: June 28, 2021

From: Jose' Miller, Chief of Police

Reference: The Hiring of Dana Hollar as a Special Police Officer.

I am requesting that the Board of Public Works and Safety approve the hiring of Dana Hollar for the position of Special Police Officer. I am requesting Hollar have full police authority in Elkhart County, or any other Indiana county where he is fulfilling his specific job description or duties assigned to him by the Goshen Police Department. I am requesting police authority be granted to him during the times when he is considered to be in approved on-duty status with the Goshen Police Department, while wearing an official designated uniform, or while in a police vehicle. Dana Hollar will be considered to be on approved on-duty status when responding to known emergencies whether uniformed or not. Dana Hollar will be assigned primarily to the position of Investigations and Relations. However, Hollar will be eligible for secondary employment as a police officer and may be assigned to patrol duties, if needed, both according to Department Policies, Directives, and Agreements.

Dana Hollar served many years in the law enforcement profession prior to retiring. Hollar has successfully completed the Indiana Law Enforcement Academy. He has attended many other trainings and has received numerous certifications during his years in this profession. I believe Dana Hollar will be a great addition to the Goshen Police Department as a Full-time Special Police Officer serving our community. I would like this hiring to be effective today Monday June 28th, 2021.

Dana will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: June 28, 2021

From: Jose' Miller, Chief of Police

Reference: The Hiring of Jonathon Gage Fannin as a Probationary Police Officer.

I am requesting that the Board of Public Works and Safety approve the hiring of Jonathon Gage Fannin for the position of probationary patrol officer. Jonathon was a fulltime police officer from the City of Syracuse prior to applying at Goshen. Jonathon has successfully passed the CVSA stress test administered by the Goshen Police Department.

Through Syracuse, Jonathon passed all exams and had been approved by the State pension board. Jonathon graduated from the Indiana Law Enforcement Academy and is still in good standing. I would like this hiring to be effective today June 28th, 2021.

Jonathon will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "J. Miller".

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

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Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mary Nichols
Member Mike Landis
Member Barb Swartley
Member DeWayne Riouse

Date: June 28th, 2021

From: Jose' Miller, Chief of Police

Reference: Promotion of Justin T. Rayl from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Justin T. Rayl from the position of Probationary Patrol Officer to the rank of Patrol Officer retroactive to June 18th, 2021. As of June 18th, 2021 Officer Rayl will have completed his twelve (12) month probationary period. Officer Rayl has demonstrated he will be a great addition to the Goshen Police Department and to this community.

Justin may or may not be present for the Board of Works Meeting because he is currently in Basic Academy.

Respectfully,

A handwritten signature in black ink, appearing to be "J. Miller".

Jose' Miller #116
Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

June 25, 2021

To: Board of Works and Public Safety

RE: Captain Gary Mast Retirement

From: Chief Dan Sink

Captain Gary Mast has submitted his letter of intent to retire effective July 12, 2021 and I ask that you affirm Gary's retirement from GFD.

We have enjoyed our 24 ½ years of working together with Gary at GFD and his contributions for our success are many. We wish him the very best in his new endeavors



Memo

To: City of Goshen Board of Works & Public Safety & Stormwater

FROM: Theresa Sailor, Department of Environmental Resilience

Date: 06/24/2021

Subject: Proposed Goshen Sensory Trail Grant – Proposed Contract with Mark Daniels for Professional Services (*Contract: \$9,200*).

The Department is working to develop the Goshen Sensory Trail Project to help connect individuals with disabilities to the health benefits and wonder of nature. This project includes a GPS-enabled app accessed by a phone or tablet to connect users in a fully immersible sensory trail experience.

This contract is for artwork to be included in the app to assist users by providing cartoon-like picture ques to navigate through the app. The art will be original to this app and this project. Although we cannot fully know, we anticipate that there could be tens of thousands of downloads of the app. Currently the Millrace trail itself has 7,000-10,000 hits on the trail counter monthly. The City anticipates the added app experience would increase the number of persons experiencing the Millrace and MapleHeart Trails. The quote of \$9,200 is below the budgeted amount for the artwork.

This project is 100% funded by the Community Connections for People with Disabilities (CCPWD) grant offered through the Indiana Office of Community and Rural Affairs (OCRA), in partnership with the Indiana Division of Disability and Rehabilitative Services (DDRS).

AGREEMENT
FOR
CREATION OF ART WORK FOR THE
SENSORY TRAIL COMPUTER APP

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Mark Daniels d/b/a Mark Daniels' Arts** ("Contractor" or "Mark Daniels' Arts"), whose mailing address is 905 S. 12th Street, Goshen, IN 46526, 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").

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

Section 1. Contractor Duties

Mark Daniels' Arts shall provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to create art work for the sensory trail (hereinafter referred to as "Duties"). Mark Daniels' Arts' Duties under this agreement include:

- a) Develop and Create art work for landscape images for at least a printed size 4'x4' sign for sensory trail. This image will also be used as background for selection screen on the computer app.
- b) Develop and Create an image for the sensory trail computer app icon (for splash screen as well).
- c) Develop and create senses images that will be used for icons on transparency (.png format) sight, listening, smelling, tasting, touch, flora, fauna, fungi, fish, and insects adventure.

Section 2. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties, and all Duties shall be completed by August 31, 2021.

Section 3. Compensation

City agrees to compensate Mark Daniels' Arts in a lump sum amount of Nine Thousand Two Hundred Dollars (\$9,200.00) for performing all Duties.

Section 4. Payment

Payment shall be upon City's receipt of a detailed invoice from Mark Daniels' Arts. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Environmental Resilience Department
410 W. Plymouth Avenue
Goshen, IN 46528

Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Mark Daniels' Arts is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Representations.

5.1 Overview. This section contains important agreements between the parties.

5.2 Authority to Sign. Each party represents to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

5.3 Contractor Has Right to Give City Work Product. The Contractor represents that it owns the work product, that the Contractor is able to give the art work product to the City, and that no other party will claim that it owns the art work product. If the Contractor uses employees or subcontractors, the Contractor also represents and promises that these employees and subcontractors have signed contracts with the Contractor giving the Contractor any rights that the employees or subcontractors have related to the Contractor's background IP and work product. Contractor grants City an unlimited license to use the finished product

5.4 Ownership and Licenses. The Contractor retains ownership in any art work product related to this project, but grants the City a license to use the art work product in the following way(s) in the proposed computer application -for use within the City of Goshen, Indiana. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups, hardware, designs, inventions, patents, code, and anything else that the Contractor works on that is, conceives, creates, designs, develops, invents, works on, or reduces to practice as part of this project, whether before the date of this Contract or after. The Contractor grants the City license to this work product once the City pays for it in full.

5.5 Work Product Does Not Infringe. The Contractor represents and agrees that its work product does not and will not infringe on someone else's intellectual property rights, that the Contractor has the right to let the City use the background IP, and that this Contract does not and will not violate any contract that the Contractor has entered into or will enter into with someone else.

5.6 City Will Review Work. The City shall review the art work product, shall be reasonably available to the Contractor if the Contractor has questions regarding this project, and shall provide timely feedback and decisions.

5.7 City-Supplied Material Does Not Infringe. If the City provides the Contractor with material to incorporate into the work product, the City represents and agrees that this material does not infringe on someone else's intellectual property rights

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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.

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.

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 8. 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 9. Employment Eligibility Verification

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.

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.

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.

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 10. 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 11. 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 12. 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 13. Force Majeure

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.

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 14. Default

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

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.

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 15. Termination

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.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

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 16. 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: Mark Daniels d/b/a Mark Daniels' Arts
905 S. 12th Street
Goshen, IN 46526

Section 17. 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 18. 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 19. 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 20. Applicable Laws

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.

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 21. Miscellaneous

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.

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.

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 22. 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 23. 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 24. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Mark Daniels' Arts.

Section 25. Authority to Bind Contractor

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

Mark Daniels d/b/a Mark Daniels' Arts

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Printed: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____



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

June 28, 2021

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Amendment No. 1 to Agreement for Lawn Services with Colin Avila dba Yardshark

Attached for the Board's approval and authorization for the Mayor to execute is an amendment to the Agreement for Lawn Services with Colin Avila dba Yardshark. This amendment is to add a new service area that is located in the 300-Block of West Wilden Avenue to the agreement. The contractor's cost to provide the lawn services to this service area is \$250 for each mow, and \$250 for fall clean up. which will be paid by the Civil City.

Suggested Motion:

Move to approve and authorize the Mayor to execute Amendment No. 1 to the Agreement for Lawn Services with Colin Avila dba Yardshark.

AMENDMENT NO. 1

CITY OF GOSHEN LAWN SERVICES

THIS AMENDMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Colin Avila d/b/a Yardshark** (“Contractor”), whose mailing address is PO Box 2101, Michigan City, IN 46361, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana (“City”).

RECITALS

- (A) City and Contractor entered into an Agreement on April 26, 2021 for Contractor to provide Lawn Services for certain City of Goshen properties.
- (B) City wishes to add a new Service Area to the agreement.
- (C) Any addition of a Service Area to the Agreement 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 Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

Section 1. Additional Service Area

The Agreement shall be amended by adding the new **Service Area 16, 300-Block West Wilden Avenue**, as depicted in the aerial map attached to this Amendment to Exhibit A of the Agreement.

Section 2. Effective Date

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

Section 3. Compensation; Payment

- (A) City agrees to compensate Contractor for satisfactory performance of the Lawn Services rendered to **Service Area 16** based on the following established prices:

| | | |
|--|-------------------------|----------|
| Service Area 16 300-Block West Wilden Avenue | Unit Cost for Each Mow: | \$250.00 |
| | Fall Clean Up: | \$250.00 |

The above established prices shall be added to Exhibit B of the Agreement.

(B) The invoice for **Service Area 16** shall be sent to City of Goshen, c/o Goshen Engineering Department. Paragraph 3.2, subparagraph (b) shall be amended to add a new paragraph (iv) as follows:

(iv) The Unit Cost for Each Mow for **Service Area 16** is \$250.00, and the Fall Clean Up Cost is \$250.00.

Section 4. Original Agreement

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

Section 5. 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

Colin Avila d/b/a Yardshark

Jeremy P. Stutsman, Mayor

Colin Avila, Owner

Date Signed: _____

Date Signed: _____

SERVICE AREA 16

300-BLOCK WEST WILDEN AVENUE
(Includes 301, 305 and 311 West Wilden Avenue)





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Josh Corwin, P.E.

RE: **ASPHALT PAVING PROJECT
CHANGE ORDER NO. 1-REVISED (JN: 2021-0002)**

DATE: June 28, 2021

Due to a math error on change order line C01.4 Wedge and Level in the original Change Order No.1 submittal to the Board of Works on June 21, the Engineering department is revising Change Order No.1 with the correct amount of \$18,750.00 for C01.4 Wedge and Level.

Original Explanation:

During the curb removal and replacement portion of the Re-surfacing project on Greene Road from Berkey to S.R. 119, it was discovered that all riser rings on the castings were deteriorated and had no structure left to them. Due to the condition of the rings, Niblock had to provide and replace new riser rings at 7 of the curb castings. This work was not covered in any of the existing line items on the project.

Also during an onsite inspection of Colonial Manor from Bashor to William Drive, it was noted that the current roadway was failing and that a 2" mill and resurface would not be sufficient. Niblock will need to remove the pavement section to a depth of 6" and replace with 4" of HMA Base and 2" of HMA Surface.

After West Avenue and Colorado Street had been milled it was discovered that these roadways needed Wedge and Leveled.

There are two drive approaches at Greenwood and one approach at Westoria that will need milled and paved to make a smooth transition behind the new concrete.

The approval of revised Change Order No.1 is for \$82,554.00, which raises the total project cost to \$927,990.25, and is a 9.76% increase.

With this change order, the project schedule is being reset based on the original contract days allotted for this project to allow the additional work to be done. 4 workdays has been added to Niblock's start date and for a new completion date of August 5, 2021.

Requested motion: Move to approve Change Order No. 1 for the amount of \$82,554.00 which is a 9.76% increase to allow Niblock to complete the above work, and to establish the project's final completion date as August 5, 2021, which adds 4 additional work days.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 1

Date: 6/28/21

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

OWNER: City of Goshen
PROJECT NAME: Asphalt Paving
PROJECT NUMBER: 2021-0002
CONTRACTOR: Niblock Excavating

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

During the curb removal and replacement portion of the Re-surfacing project on Greene Road from Berkey to S.R. 119, it was discovered that all riser rings on the castings were deteriorated and had no structure left to them. Due to the condition of the rings, Niblock had to provide and replace new riser rings at 7 of the curb castings. This work was not covered in any of the existing line items on the project.

Also during an onsite inspection of Colonial Manor from Bashor to William Drive, it was noted that the current roadway was failing and that a 2" mill and resurface would not be sufficient. Niblock will need to remove the pavement section to a depth of 6" and replace with 4" of HMA Base and 2" of HMA Surface.

After West Avenue and Colorado Street had been milled it was discovered that these roadways needed Wedge and Leveled.

There are two drive approaches at Greenwood and one approach at Westoria that will need milled and paved to make a smooth transition behind the new concrete.

| | | | | |
|-------|--------------------------------------|----------|--------------|-------------|
| CO1.1 | Fine Grade | 2086 SYD | @ \$1.50 | \$3,129.00 |
| CO1.2 | HMA Base | 460 TON | @ \$70.00 | \$32,200.00 |
| CO1.3 | Storm Casting, Reset Adjusting Rings | 7 EA | @ \$445.00 | \$3,115.00 |
| CO1.4 | Wedge and Level | 150 TON | @ \$125.00 | \$18,750.00 |
| CO1.5 | Mill and Pave Drive Approaches | 3 EA | @ \$1,500.00 | \$4,500.00 |
| CO1.6 | Full Depth Removal | 2086 SYD | @ \$10.00 | \$20,860.00 |

Subtotal - \$82,554.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 1

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

| | | |
|--|--|--------------|
| 1. Amount of original contract | | \$845,436.25 |
| 2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>0</u> | | \$0.00 |
| 3. Amount of Contract, not including this supplement | | \$845,436.25 |
| 4. Addition/ Reduction to Contract due to this supplement | | \$82,554.00 |
| 5. Amount of Contract, including this supplemental | | \$927,990.25 |
| 6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4) | | \$82,554.00 |
| 7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1) | | 9.76% |

III. CONTRACT SUPPLEMENT CONDITIONS

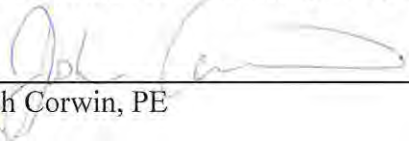
1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 4 **calendar days**, making the final completion date August 5, 2021.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as NA, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by (9.76) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE



Josh Corwin, PE

ACCEPTED: Board of Works and Safety
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating

BY: _____
Signature of authorized representative of Contractor



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **DIRECT LINE COMMUNICATIONS, INC. LANE RESTRICTION ON GREENE ROAD – FIBER OPTIC CONDUIT INSTALLATION**

DATE: June 28, 2021

Direct Line Communications, Inc. is requesting permission to adjust traffic along Greene Road between US 33 and Bashor Road. The contractor will be installing a new fiber optic conduit for Surf Broadband along Greene Road. Current MUTCD traffic control standards are to be used. These traffic controls will include signs, cones and flaggers as required. The contractor will be allowed one lane to work within at any one time.

Requested Motion: Approve lane restriction on Greene Road, beginning June 29 through July 02, 2021.

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

Jeremy Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member

DeWayne Riouse, Member

Barb Swartley, Member



Engineering Department
CITY OF GOSHEN

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

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

MEMORANDUM

TO: Traffic Commission

FROM: Engineering Department

RE: **“NO PARKING” SIGNS – NINTH STREET**

DATE: June 25, 2021

Engineering has received a request for “No Parking” signs to be placed between the trail and roadway along Ninth Street between College and Jackson due to vehicles blocking the roadway. On several occasions, the City has also repaired damage to the landscaping in the area due to cars being parked in the grass between the road and trail.

During the June meeting of the Traffic Commission, the request received unanimous supporting vote. One of the commissioners also noted that there is already numerous signs along the corridor warning of the railroad crossings, and the new “No Parking” signs could simply be placed on the same post as these signs, thereby avoiding the need for additional posts to be set.



TO: Board of Public Works & Safety and Stormwater Board

FROM: Jeremy Stutsman, Mayor

RE: Meeting Date Change

Everyone,

In observance of the 4th of July holiday, City offices will be closed Monday, July 5th. Therefore, the regularly scheduled Board of Public Works & Safety and Stormwater Board will be moved to Tuesday, July 6th at 2:00 p.m.

ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

NOTICE OF CONTINUED HEARING

June 23, 2021

To: Ron Davidhizar
203 Middlebury Street
Goshen, IN 4652.8

William Davis
Davis & Roose,
116 E. Clinton Street
Goshen, IN 46528

RE: 221 W. Wilden Avenue

At the request of William Davis, Attorney for Ron Davidhizar, the hearing regarding the property located at 221 West Wilden Avenue scheduled for June 28, 2021 has been continued to July 6, 2021 **at 2:00 p.m.** for the purpose of determining compliance. The hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.



Carla Newcomer, Paralegal
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

March 31, 2021

To: Gregory St. Germain
1602 S 12th Street
Goshen, IN 46526

RE: Premises at 1602 S. 12th Street, Goshen, Indiana

As a person holding a substantial property interest in the real estate at 1602 S. 12th Street, Goshen, Indiana, you were served with an Order of the City of Goshen Building Department dated March 1, 2021 by Carla Newcomer, Paralegal who mailed the Order by certified mail with return receipt requested and by first-class mail on March 1, 2021.

This comes for a hearing before the City of Goshen Board of Public Works and Safety on March 29, 2021 to review the March 1, 2021 Order of the City of Goshen Building Commissioner. The City of Goshen Building Department appears by Building Inspector Travis Eash and Gregory St. Germain failed to appear at the hearing.

Evidence was presented and arguments heard. The Board of Public Works and Safety being duly advised in the condition of the buildings and/or premises at 1602 S. 12th Street, Goshen, Indiana now finds that the present condition of the buildings and/or premises are (complete/modify as appropriate, include punctuation) unsafe because the buildings and/or premises are a hazard to the public health and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance.

In particular, the Board finds that the present condition of the buildings and/or premises are in violation of the following sections of Title 6, Article 3, Chapter 1 of the Goshen City Code:

1. Water heater is not working and needs to be replaced (violation of Section 6.3.1.2 (f)).
2. Plumbing system is not in working order and needs to be assessed and repaired. The Goshen City Utilities Office record's show there has been no water usage since 2014 (violation of Section 6.3.1.7(a)).
3. Interior of the property has accumulated trash, debris, containers of human waste, and animal feces. Carpets are stained and have embedded animal waste. (violation of Section 6.3.1.6(b)(1)).
4. Multiple egress out of the property is blocked due to accumulation of materials and needs to be cleaned so that there is a safe egress out of the property in case of emergency. (violation of Section 6.3.1.3(d)).
5. Furnace and duct work need to be assessed to see if they are working order so that an adequate amount of heat can be supplied to the property (violation of Section 6.3.1.3 (e)).
6. Utilities need to be turned back on and work properly (violation of Section 6.3.1.7 (a)).

The Board of Public Works and Safety AFFIRMS the original Order of the City of Goshen Building Department and enters the Order as follows:

You are ordered to repair or rehabilitate the building to bring it into compliance with the Neighborhood Preservation Ordinance by July 2, 2021. In particular, you are ordered to make the following corrections:

1. Replace broken water heater
2. Repair or replace broken plumbing.
3. Have water service turned on to the property.
4. Remove debris, human waste and animal feces from the property.
5. Remove materials blocking the egress out of the property.
6. Repair duct work so that adequate heat can be supplied to the property.

In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

In the event that you fail to comply with this Order, the City of Goshen may pursue action in a court in Elkhart County to seek fines and costs.

You are entitled to appeal these findings of facts and this Order to the Elkhart Circuit Court or Elkhart Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified period of time, then your right to appeal this action would be forfeited.

This matter is scheduled for further hearing on June 28, 2021 at 2:00 p.m. (local time) or soon thereafter, to judge compliance to this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building and/or premises, you must also supply City of Goshen Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Board of Public Works and Safety is issued on 1st day of April 2021.

City of Goshen Board of Public Works and Safety

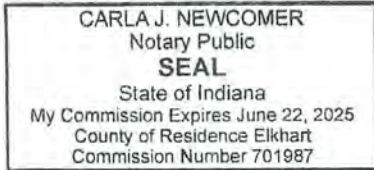


Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by Jeremy P. Stutsman, Mayor, and acknowledged the execution of the foregoing Order on April 1, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Carla J. Newcomer
Carla J. Newcomer
Notary Public
County of residence: Elkhart
My commission expires: June 22, 2025

This instrument was prepared by Bodie Stegelmann, Goshen City Attorney, Attorney No. 18180 City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Bodie Stegelmann).

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Board of Public Works and Safety dated March 31, 2021 for the premises at 1602 S. 12th Street, Goshen, Indiana, was served upon:

Gregory St. Germain
1602 S 12th Street
Goshen, IN 46526

on April 1, 2021.

X Sending a copy by registered or certified mail to the residence, place of business, or employment of the person to be notified, with return receipt requested.

Carla Newcomer
Carla Newcomer, Paralegal
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528


Findings from the Hearing on the Order of the Goshen Building Commissioner
Relative to property located at 1602 S. 12th Street.

_____ The Board of Works and Safety finds the property located at 1602 S. 12th Street not to be unsafe.

X The Board of Works and Safety finds that the property located at 1602 S. 12th Street is unsafe, and the following conditions found at 1602 S. 12th Street do not meet the standards of the Neighborhood Preservation Ordinance:

Items 1-6 found on page 1 of the Order of the City of Goshen Building Commissioner dated March 1, 2021, attached hereto.

These findings made this 29th day of March, 2021



Jeremy P. Stutsman, Mayor



Michael Landis, Member



Mary Nichols, Member