



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

Regular Meeting Agenda

**2:00 p.m., May 15, 2023**

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 8, 2023**

### **Approval of Agenda**

**1) City Department of Community Development:** Open Development Proposals for Millrace Townhomes Lot and 3rd & Jefferson Development Lot

**2) Police Department:** Conditional offer of employment to Diego Murillo-Magallanes

**3) Police Department:** Conditional offer of employment to Austin J Shapland

**4) West Goshen Neighborhood Association request:** Discounted-cost dump trailer for the June 24, 2024 neighborhood clean-up day

**5) Historic Southside Neighborhood Association requests:** Discounted-cost dump trailers in June and September and the partial closure of 7th Street for an Aug. 19 block party

**6) Builder request:** Allow a driveway width of 34 feet at a new home at 1914 Woodward Place

**7) LaCasa request:** Approve the temporary closure of Cottage Avenue, south of East Jefferson Street for a few days, May 15-29, 2023, to replace a sewer line

**8) Goshen Theater request:** Partial sidewalk closure and use of two parking spaces during repair of the theater marquee in June

**9) City Environmental Resilience Department request:** Use of a portion of the City parking lot at 300 West Washington Street, noon to 3:30 p.m. on May 21, 2023 for the staging of the Goshen Women's Ride



**10) Legal Department:** Approve and authorize Mayor to execute the amendment agreement with Cummins Sales and Service, Inc. for inspection and diagnostic testing of the two additional City generators at a cost not to exceed \$1,719.44

**11) Legal Department:** Approve Resolution 2023-16, Authorizing Acceptance of Real Property, Grant of Easement, and Grant of Temporary Easement

**12) Engineering Department:** Request to extend the College Avenue road closure, east of Brinkley Way East through County Road 31, from May 16 to July 7, 2023

**13) Engineering Department:** Request for temporary speed limit reduction, from 45 mph to 30 mph, on East College Avenue

**14) Engineering Department:** Request to temporary suspend the issuance of any permits to Comcast until a sidewalk replacement issue is resolved

**15) Business request:** South Side Soda Shop request to waive requirement of grease trap

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD MINUTES OF THE MAY 8, 2023 REGULAR MEETING

*Convened at 2 p.m. in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mike Landis, Mary Nichols and Barb Swartley

**Absent:** Mayor Jeremy Stutsman

**CALL TO ORDER:** Acting Chair Mike Landis called the meeting to order at 2:00 p.m.

**REVIEW/APPROVE MINUTES:** Acting Chair Landis presented the minutes of the April 24, 2023 Regular Meeting. Board member Barb Swartley moved to approve the minutes of the April 24, 2023 meeting as presented. The motion was seconded by Board member Mary Nichols. Motion passed 3-0.

**REVIEW/APPROVE AGENDA:** Acting Chair Landis presented the meeting agenda. Board member Swartley moved to approve the presented agenda. Board member Nichols seconded the motion. Motion passed 3-0.

**1) Police Department: Approve hiring of Seth D. Bayes as a probationary patrol officer, effective May 8, 2023**  
**Representing Goshen Police Chief José Miller**, who could not be present, **Clerk-Treasurer Richard R. Aguirre** asked the Board to approve the hiring of Seth D. Bayes for the position of probationary patrol officer. Reading from a memorandum by Chief Miller, **Aguirre** said Officer Bayes has passed all exams and has been approved by both the local and State pension boards. He is an Army veteran who served for about seven years. He left the armed forces and was hired by the Elkhart County Sheriff's Office. Officer Bayes started his career in the Sheriff's Office corrections division. He graduated from the Indiana Law Enforcement Academy and became a deputy on the patrol division where he worked for approximately two years. **Aguirre** requested that this hiring be effective May 8, 2023. Quoting Chief Miller's memorandum, Aguirre said Officer Bayes will make a great addition to the Goshen Police Department and this community. **Note:** Officer Bayes was not be present for the meeting and was being sworn in at another time and place. **Swartley/Nichols moved to approve the hiring of Seth D. Bayes for the position of probationary patrol officer, effective May 8, 2023. Motion passed 3-0.**

**2) Fire Department: Street closures request for the Memorial Day Parade (May 29, 2023)**  
**Representing Goshen Fire Chief Dan Sink and on behalf of the VFW and DAV, Clerk-Treasurer Richard R. Aguirre** asked the Board to approve the annual Memorial Day Parade on Monday, May 29, 2023, beginning between 10 and 10:15 a.m., and for the closures of the 100 and 200 blocks of East Jefferson Street and the 200 and 300 blocks of South 5th Street for the staging of vehicles and apparatus for the parade. Aguirre indicated the parade route will be the usual; starting on Jefferson Street at the Goshen Police Department to Main Street, Pike Street, North First Street and to the Oakridge Cemetery. **Swartley/Nichols moved to approve the annual Memorial Day Parade on Monday, May 29, 2023, beginning at 10 or 10:15 a.m., and the closures of the 100 and 200 blocks of East Jefferson Street and the 200 and 300 blocks of South 5th Street for the staging of vehicles. Motion passed 3-0.**



**3) Legal Department: Approve and authorize Mayor Stutsman to execute the agreement with Kendall Electric for the reconditioning of five (5) breakers previously evaluated with the total cost to City of \$86,989**

**Brandy Toms, a Paralegal with the City Legal Department**, told the Board that on behalf of Wastewater Treatment Plant staff, she was requesting the Board's approval and authorization for the Mayor to execute is an agreement with Kendall Electric, an authorized distributor for Eaton Corporation.

**Toms** said that after some time spent on negotiating terms, Eaton Corp has asked the City process this order through Kendall Electric, in order to meet the City's terms. Eaton Corp will still do the reconditioning work of five (5) breakers and expects the work to be completed within 12 weeks. Once reconditioned, these breakers will be reserved for use as emergency replacements. Kendall Electric will be paid \$86,989 for the work.

Asked what caused this change, **Toms** said Eaton didn't want to modify the agreement, and asked it be done through a distributor. She said the price was modified, but Eaton is the only company that can do this work.

**Swartley/Nichols moved to approve and authorize Mayor Stutsman to execute the agreement with Kendall Electric for the reconditioning of five (5) breakers previously evaluated with the total cost to City of \$86,989.**

**Motion passed 3-0.**

**4) Water & Sewer Office: Request to move \$8,574.11 in uncollected finaled accounts from active to collection, sewer liens and write offs**

**Kelly Saenz, Manager of the Goshen City Utilities Office**, said that the original amount of unpaid final Water/Sewer accounts for this period, through Jan. 30, 2023, was \$10,646.42. Collection letters were sent out and payments of \$2,072.31 were collected. The uncollected amount was \$8,574.11. So, Saenz asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs.

**Swartley/Nichols made a motion to move the Goshen Water and Sewer Office's uncollected finaled accounts from active to Collection, Sewer Liens and Write offs. Motion passed 3-0.**

**5) Engineering Department: Approve and authorize the Board to execute the Agreement with Elkhart County for the use of Laredo regarding online access to real estate records.**

**City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve an agreement with Elkhart County for the use of Laredo, which provides online access to real estate records. Sailor said the City of Goshen must retain documentation of all Easement Agreements and Property Deeds on file to satisfy the requirements of the Indiana Finance Authority's Asset Management Program Guidelines.

**Sailor** said the Elkhart County Recorder's Office can grant access to Laredo software allowing staff to search and print records from City offices under an agreement. The terms of the agreement will cost \$250 per month, plus \$1 per page printed, to be invoiced monthly, for a total of three months.

**Swartley/Nichols moved to approve and authorize the Board to execute the agreement with Elkhart County for the use of Laredo regarding online access to real estate records. Motion passed 3-0.**

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

**Acting Chair Landis opened Privilege of the Floor at 2:10 p.m. There were no comments.**

**Approval of Civil City and Utility Claims**



As all matters before the Board of Public Works & Safety were concluded, Acting Chair Landis/Board member Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 3-0.

Acting Chair Landis adjourned the Board of Works & Safety meeting at 2:10 p.m.

APPROVED:

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Mayor Jeremy P. Stutsman

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Mike Landis, Member

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Mary Nichols, Member

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Barb Swartley, Member

ATTEST

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Richard R. Aguirre, City of Goshen Clerk-Treasurer



**Department of Community Development  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185  
communitydevelopment@goshencity.com • www.goshenindiana.org

# Memorandum

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TO: Board of Public Works & Safety

FROM: Becky Hutsell, Redevelopment Director

RE: Request for Open Development Proposals for Millrace Townhomes Lot and 3<sup>rd</sup> & Jefferson Development Lot

DATE: May 15, 2023

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In March, the Redevelopment Commission issued a Request for Proposals to developers interested in proposing projects for the Millrace Townhomes site along River Race Drive as well as the 3<sup>rd</sup> Street & Jefferson Street lot that is currently vacant.

On April 11<sup>th</sup>, full-priced offers were accepted and opened at the Redevelopment Commission meeting. There were, however, no offers submitted for these two development properties. Per statute, we then accept proposals offering a less than full price offer after an additional 30 days. Because that window passed the May Commission meeting, proposals are instead due to be opened by Board of Works today. The intent would be to have the name of the proposing entity and the offer price read aloud, with any proposals then being referred to the Legal Department for review with Redevelopment staff.

**Requested Motion:** Referral of any received proposals to the Goshen Legal Department for further review.

**REQUEST FOR PROPOSALS**  
**TO PURCHASE REAL PROPERTY**

**Millrace Townhomes Subdivision Redevelopment Property**

The City of Goshen by and through its Redevelopment Commission (hereinafter referred to as "Redevelopment") is requesting proposals for the purchase of certain real property located in the City of Goshen, Indiana.

**1. Real Property to be Purchased**

The real property to be purchased is located in the 500 block of River Race Drive and consists of three (3) parcels of real estate identified as tax codes 20-11-16-202-018.000-015 consisting of approximately .32 acres, 20-11-16-202-019.000-015 consisting of approximately .39 acres, and 20-11-16-202-020.000-015 consisting of .30 acres for a total of 1.01 acres in Goshen, Indiana, as depicted on the map attached to this Request for Proposals as Exhibit A, and is more particularly described as follows:

Mill Race Townhomes Primary Subdivision Phase 1, Phase 2 and Phase 3 as recorded November 1, 2016 in Plat Book 36, page 62 as Instrument Number 2016-22780 in the office of the Recorder of Elkhart County, Indiana.

Formerly known as Lot One (1) of River Race Subdivision as recorded May 21, 2014 in Plat Book 35, Page 20 as Instrument Number 2014-08737 in the office of the Recorder of Elkhart County, Indiana.

The real property so described shall hereinafter be referred to as "Subject Real Property."

**2. Project Specifications**

**A. Redevelopment Commission's Goals:**

The Redevelopment Commission's goal for the property is the creation of an urban residential development.

**B. Redevelopment Area Description**

1) Area Description – The subject real estate consists of 1.01 acres of land between River Race Drive and South Second Street. The area is just south of Monroe Street and lies north of the Millrace Cohousing development. The desire for the development is to be for housing and the original plans included twenty-four (24) townhome units. It is up to the entity submitting the proposal regarding the density proposed for this project.

2) Access – The original layout for this property permitted driveway access from River Race Drive with the intent that the constructed buildings would face the canal. Limited on-street parking is available on South Second Street.

3) Utilities – Water services have been constructed to serve the previously proposed townhomes project from River Race Drive. Sewer stubs have been constructed from North Second Street per the same plan. A copy of the relevant pages from the as-built drawings are included as Exhibit B showing the location of the water and sewer

laterals. Any water laterals that are not needed will need to be abandoned as part of this project.

4) Zoning – The subject properties are zoned Commercial B-2 PUD. The pertinent section of the Zoning Ordinance detailing the regulations of the B-2 district can be found [here](#). In addition, a copy of the PUD ordinance from 2014 as well as the amending PUD ordinance from 2020 are attached as Exhibit C.

5) Environmental Conditions – This property was historically an industrial site and determined to be a brownfield property. Assessment and cleanup activities have already been completed for the site. The remedial approach selected for this area is placement of a two foot (2') clean soil cap for any undeveloped areas of the site. The site is currently lower than the surrounding area and the expense of importing clean soil once construction is completed for the lots will be borne by the City. Once the cap is in place, IDEM is expected to issue a site status letter which will permit the real estate to be used for residential purposes with a no dig restriction. Soils excavated for basements for the proposed development will require disposal at the Elkhart County Landfill and the City will pay for the associated disposal fees. The selected proposer should plan to complete a Phase I ESA prior to transfer of title for this property to complete their due diligence requirement.

**3. Submission of Proposals**

A. Any proposal for the purchase of the Subject Real Property shall be submitted to Becky Hutsell, Redevelopment Director at 204 East Jefferson Street, Goshen, Indiana 46528-3405, no later than 12:00 p.m. (noon) on April 11, 2023. The proposal shall be submitted in a sealed envelope clearly marked as “Proposal to Purchase Millrace Townhomes Subdivision Redevelopment Property.”

B. Each proposal must include the following:

1) A signed cover letter on company letterhead that includes the following:

- a. The entity’s name, address, and telephone number;
- b. The name of the person authorized to submit/sign the proposal, along with this person’s title, telephone number, and e-mail address;
- c. The entity’s Federal ID number; and
- d. The entity’s State ID number.

2) A detailed description of the intended use and development of the Subject Real Property, including the following:

a. A conceptual plan with as much detail as possible, including land uses, building designs, building elevations and a description of how the development complements and interacts with the surrounding area.

b. All improvements to be made to the Subject Real Property including new structures to be constructed.



c. A description of the components of the development plan that includes information about the building design, size, density and amenities.

d. A project budget, including estimated soft costs and construction expenses.

3) A proposed timeline for the development of the Subject Real Property, including any conditions that must be met before the proposal can be commenced. The schedule should include:

a. Time needed to obtain financing.

b. Land use approvals.

c. Design completion.

d. Site preparation.

e. Start and completion of construction.

4) The price to be paid for the purchase of the Subject Real Property.

5) A financial statement that is specific enough so that a proper determination of the entity's financial capability to fulfill the obligation of the proposal.

C. The proposal shall address all issues contained in the Request for Proposals. Any exceptions to the terms of the Request for Proposals should be clearly noted.

D. Any modifications made to a proposal before submission must be initialed in ink by the submitting entity's authorized representative. A submitting entity may, upon written request, modify or withdraw their proposal at any time prior to the opening date and time. A request to modify or withdraw a proposal must be signed by the same person or persons who signed the original proposal submitted. No proposal may be modified or withdrawn after the opening of the proposals.

E. Redevelopment may require a person or entity submitting a proposal to revise one or more elements of its proposal in accordance with contract negotiations. Redevelopment reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept. Proposals shall be maintained through the evaluation period.

F. All proposals submitted become the property of the City and are a matter of public record.

G. The City of Goshen is not responsible for late or lost proposals due to mail service inadequacies, traffic or other similar reasons. Proposals received after the designated time will not be considered in the selection process.

#### **4. Terms and Conditions to be Addressed or Accepted by Proposal**

A. **Term of Purchase** – Redevelopment has conducted appraisals of the Subject Real Property and improvements and has determined that the fair value of the Subject Real Property is One Hundred Thirty-Seven Thousand Five Hundred dollars (\$137,500.00).

The price included in a proposal for the purchase of the Subject Real Property must be equal to or exceed this amount.

**B. Condition of Subject Real Property**

1) The proposal to purchase must be for the Subject Real Property in its present condition.

2) Any sale of the Subject Real Property will be conditioned on the development of the parcels in accordance with the development plan described in the proposal. A proposal may be conditional upon the City of Goshen granting of specific itemized zoning variances or rezoning.

**C. Use of Subject Real Property**

1) The proposed development must be constructed in compliance with all applicable laws and regulations of any government entity or public authority, including Indiana Building Codes, City of Goshen Ordinances, Policies, and Standards, including Zoning Ordinances, Subdivision Standards, Landscaping Ordinances, Construction Site Stormwater Runoff Control Ordinances, and Post Construction Stormwater Management Ordinances.

2) Purchaser must not use the Subject Real Property and any adjacent area in a manner that would be reasonably offensive to the owners or users of neighboring real estate or would tend to create a nuisance.

**D. Construction of Infrastructure** - The selected entity must construct any needed water building lines, sewer building lines, and storm water facilities for any structure constructed on the Subject Real Property. The selected entity must construct sidewalks to City specifications adjacent to the parcels, along all dedicated public streets where they do not currently exist. Any unused, existing water building lines shall be abandoned as part of the project.

**E. Indemnification** – The successful proposal must hold Redevelopment harmless from any loss, claim, damage or expense arising from the development and/or use of the Subject Real Property.

**F. Proposals Submitted by a Trust** - Any proposal submitted by a trust must identify each beneficiary of the trust and whether the settler is empowered to revoke or modify the trust

**G. Purchase Agreement** - The successful person or entity submitting a proposal will be required to enter into a purchase agreement incorporating the terms of the Request for Proposals, the terms included in the successful proposal, and other provisions deemed appropriate by Redevelopment.

5. **Requests for Clarifications and Addenda**

A. Entities intending to submit proposals who have questions or are interested in touring the site should contact Becky Hutsell, Redevelopment Director.

B. All requests for clarification to this solicitation must be received at least one (1) week before the opening date to allow for the issuance of any addendums determined by the City to be necessary. A Proposer shall rely only on written addenda issued by Becky Hutsell, Redevelopment Director. Requests shall be made in writing and may be directed to:

Becky Hutsell, Redevelopment Director  
City of Goshen Redevelopment Commission  
204 East Jefferson Street, Suite 6  
Goshen, Indiana 46528  
E-Mail: beckyhutsell@goshencity.com

C. Interpretations or clarifications determined necessary by the City will be issued by addenda mailed, faxed or otherwise delivered to all parties recorded by the City as having received the proposal documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**6. Selection Process and Schedule**

A. The proposals received by Redevelopment will be opened by the Goshen Redevelopment Commission in public at the Commission's meeting on April 11, 2023 commencing at 3:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. If no proposal meets the minimum offer price, additional proposals will be received until 1:30 p.m. on May 15, 2023 and will be opened by the Board of Public Works and Safety at their meeting on May 15, 2023 commencing at 2:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. After accepting proposals for the additional period, the Redevelopment Commission may select the highest and best proposal using the criteria set forth in this section with no minimum price.

B. The proposals will be considered by the Goshen Redevelopment Commission. The Redevelopment Commission reserves the right to refer the proposals received to Becky Hutsell, Redevelopment Director, and such other staff as the Commission deems appropriate to review the proposals and make a recommendation to the Redevelopment Commission. The Commission reserves the right to interview the parties submitting proposals or to request the parties submitting proposals to provide supplemental information.

C. This Request for Proposals does not commit Redevelopment to sell the Subject Real Property. Redevelopment reserves the right to accept or reject any or all proposals received, to negotiate with qualified persons or entities who submit a proposal, or to cancel the Request for Proposals. Redevelopment may require a person or entity submitting a proposal to submit any additional data or information Redevelopment deems necessary.

D. In determining which proposal is the highest and best proposal, Redevelopment will consider the following:

- 1) The experience, the financial capacity and the organizational capacity of the entity submitting the proposal to successfully plan, construct and complete the proposed development.
- 2) The overall quality of the submission and the extent to which the proposed development is compatible with the existing neighborhood.
- 3) The entity's plans and ability to improve the Subject Real Property with reasonable promptness.
- 4) The proposed completion date for the project.
- 5) The size and character of the improvements proposed to be made on the Subject Real Property and/or improvements.
- 6) Whether adequate parking for the development is included in the plan.
- 7) The proposed purchase price to be paid to Redevelopment.
- 8) Whether the entity submitting the proposal is a trust and whether the submission identifies the beneficiary of the trust and whether the settlor is empowered to revoke or modify the trust.
- 9) The nature of any variance or rezoning requested.
- 10) Whether the sale of the Subject Real Property will further Redevelopment's plan for the development of the surrounding area.
- 11) Whether the proposed purchase will serve the interest of the community.
- 12) What economic impact the proposed purchase will have on the community.

7. **General**

A. **Conflict of Interest/Non-Collusion**

- 1) By submitting a proposal, an entity certifies that the entity has not entered into a combination or agreement relative to the price to be proposed nor taken any action to prevent a person from submitting a proposal; or to induce a person to refrain from submitting a proposal.
- 2) Each proposal must be made without reference to any other proposal, unless specifically so indicated.
- 3) By submitting a proposal, an entity certifies that they are not in a situation where the submitting entity's private interest would interfere with its loyalty or responsibilities to the City of Goshen or raise questions about such interference. The submitting entity agrees not to accept work, enter into a contract, accept an obligation or engage in any activity, paid or unpaid, that is inconsistent or incompatible with the submitting entity's obligations, or the scope of services to be rendered to the Redevelopment Commission. The submitting entity shall warrant that, to the best of their knowledge, there is no other contract or duty on the submitting entity's part that conflicts

with or is inconsistent with the services sought to be provided to the Redevelopment Commission.

4) The submitting entity, if selected, must sign and have notarized the Conflict of Interest / Non-Collusion Affidavit.

B. **Applicable Laws** - Any contract resulting from a proposal submitted will be construed in accordance with and governed by the laws of the State of Indiana.

C. **Trusts** - In accordance with Indiana Code 36-7-14-22, a proposal submitted by a trust (as defined by I.C. 30-4-1-1) must identify the beneficiary of the trust and indicate whether the settlor is empowered to revoke or modify the trust.

D. **Costs for Submitting Proposal** - The City of Goshen or its Redevelopment Commission will not be liable for any costs incurred by the respondents in replying to this Request for Proposals. The City of Goshen or its Redevelopment Commission are not liable for any costs for work or services performed by the selected Proposer prior to the award of a contract.

E. **Authority to Bind Submitting Entity** - The signatory for the entity submitting a proposal represents that he or she has been duly authorized to execute the proposal documents on behalf of the submitting entity and has obtained all necessary or applicable approvals to make this submission on behalf of entity when his or her signature is affixed to the proposal.

EXHIBIT A



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

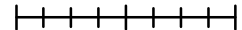
### Millrace Townhomes Subdivision Redevelopment Property

Information as of  
March 2023



Feet

0 50 100 200



1 inch = 175 feet

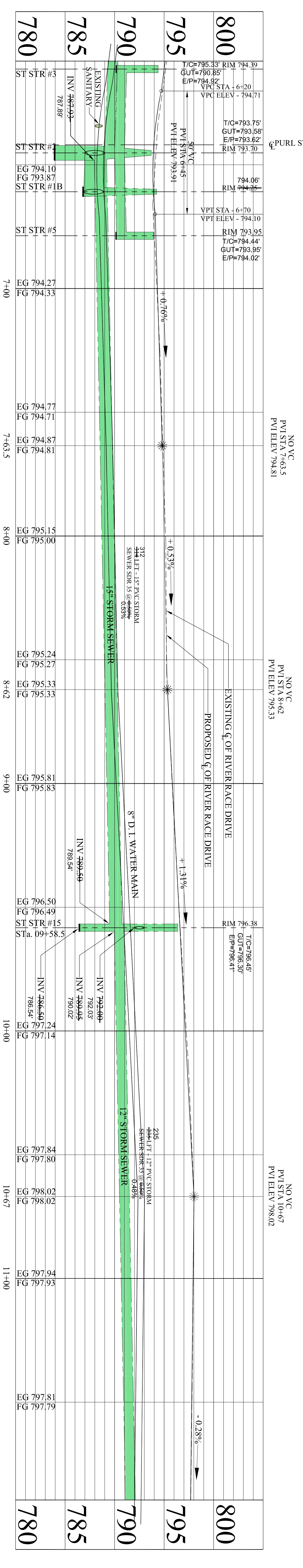
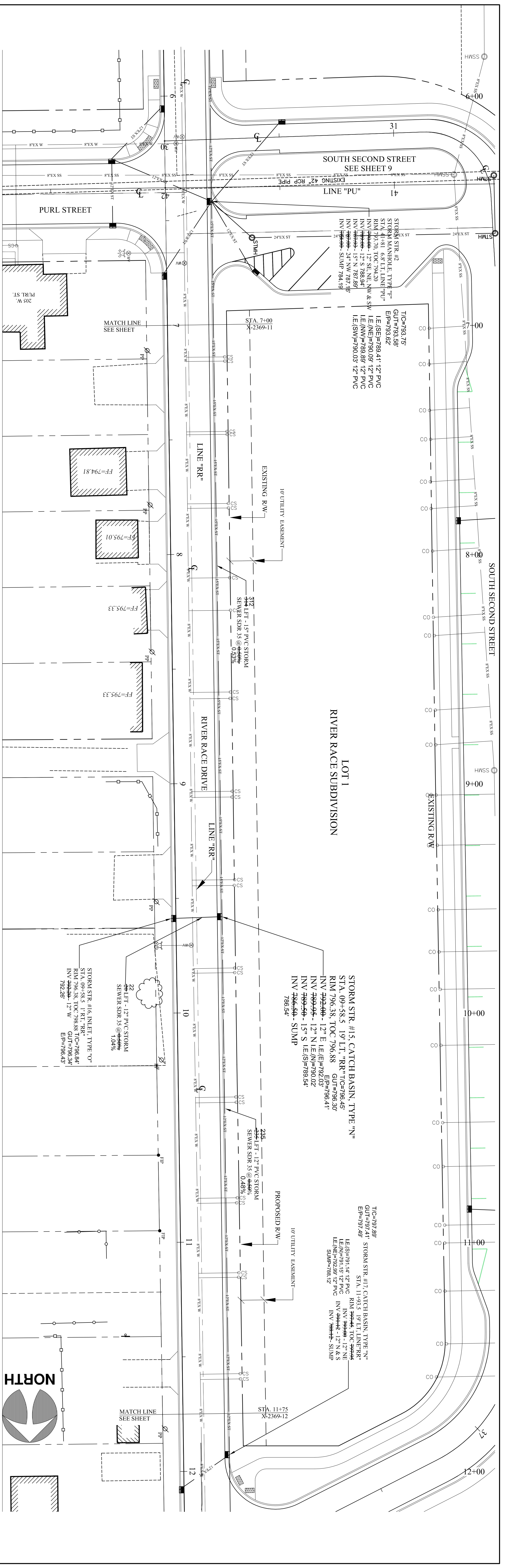
### The City of Goshen

Department of Public Works & Safety  
Office of Engineering

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

EXHIBIT B





**BENCHMARK NO. 3**  
 NORTHWEST BOLT OF FIRE HYDRANT AT  
 NORTHEAST CORNER OF RIVER RACE DRIVE AND  
 PURL STREET AT ELEVATION 797.01 FEET

**BENCHMARK NO. 4**  
 MAG NAIL IN WEST FACE OF NIPSCO POWER POLE  
 677.66 ON EAST SIDE OF RIVER RACE DRIVE 465  
 FEET NORTH OF PURL STREET AT ELEVATION  
 795.99 FEET

**BENCHMARK NO. 5**  
 NORTHWEST BOLT OF FIRE HYDRANT ON EAST  
 SIDE OF RIVER RACE DRIVE 438 FEET NORTH OF  
 PURL STREET AT ELEVATION 799.11 FEET

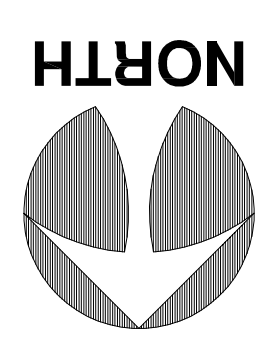
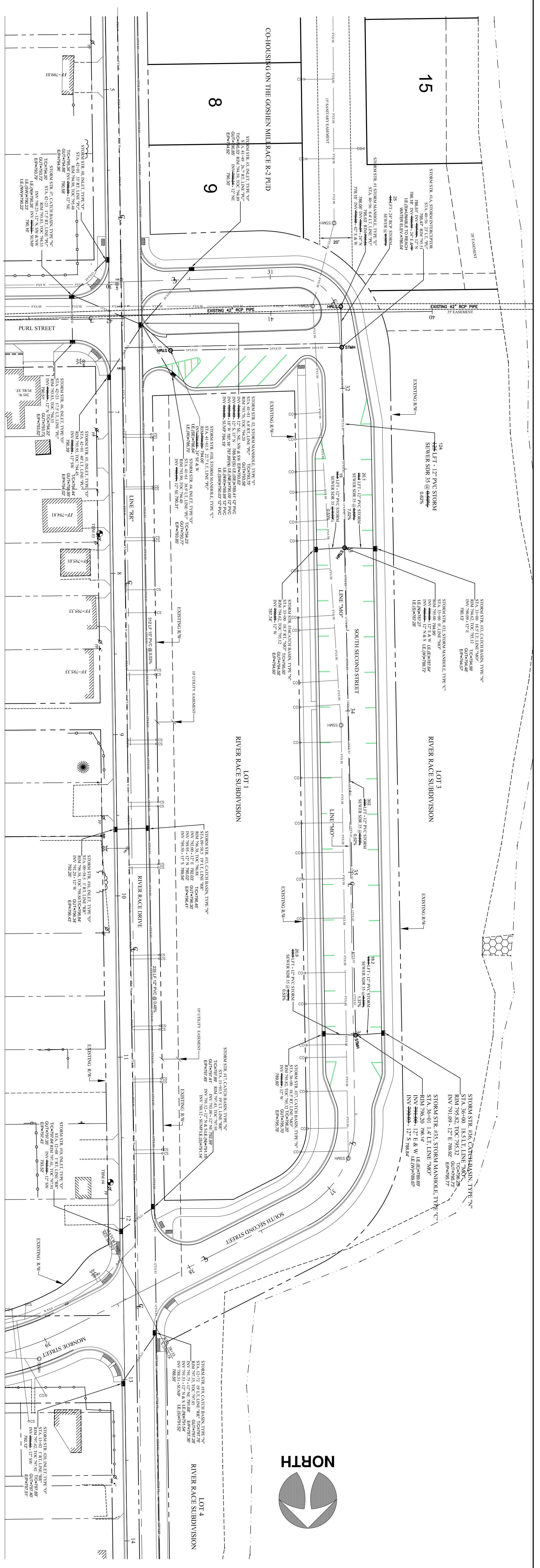
**BENCHMARK NO. 6**  
 MAG NAIL IN WEST FACE OF NIPSCO POWER POLE  
 1055.02 ON EAST SIDE OF RIVER RACE DRIVE 465  
 FEET SOUTH OF MONROE STREET AT ELEVATION  
 798.57 FEET

**PROFILE - RIVER RACE DRIVE - STA. 7+00 TO STA. 11+75 - LINE "RR"**  
 HORIZ: 1" = 20'; VERT: 1" = 5'

DRAWN BY: D.A.J. DATE: 8/17/15 DWG. NO.: A14-35-11	APPROVED BY: G.C.S. PROJ. NO.: 14-084 FILE NAME: 2/20/14-14-084-ASBULT DRAWING R-09-10-X-239-11.dwg	REVISIONS REVISION PER QTY OF GOSHEN REVIEW 12/17/15	PROJECT <b>RIVER RACE DRIVE          ASBULT CONSTRUCTION SURVEY</b>	RIVER RACE DRIVE STA. 7+00 TO STA. 11+75 STREET & STORM SEWER	SHEET NO. 11 OF 18
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**Brads-Ko Engineering  
 & Surveying, Inc.**  
 1009 South Ninth St. Goshen, IN 46826  
 Phone 574 533-9913 Fax 574 533-9911

Gregory C. Stock, P.E.  
 License No. 023911



Scale: 1" = 30'

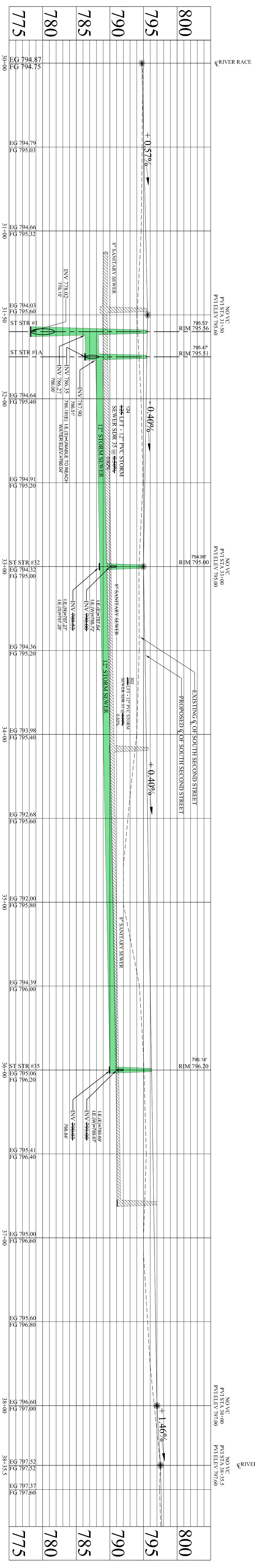
**BENCHMARK NO. 3**  
NORTHWEST CORNER OF FIRE HYDRANT AT  
NORTH/EAST CORNER OF RIVER RACE DRIVE AND  
PURL STREET AT ELEVATION 99.91 FEET

**BENCHMARK NO. 4**  
MAG NAIL IN WEST FACE OF NIPSCO POWER POLE  
EAST SIDE OF RIVER RACE DRIVE - E106  
ELEVATION 99.91 FEET (EAST SIDE OF RIVER RACE  
DRIVE) ELEVATION 99.91 FEET

**BENCHMARK NO. 5**  
NORTHWEST CORNER OF FIRE HYDRANT ON EAST  
SIDE OF RIVER RACE DRIVE, 125 FEET NORTH OF  
PURL STREET AT ELEVATION 99.91 FEET

**BENCHMARK NO. 6**  
MAG NAIL IN WEST FACE OF NIPSCO POWER POLE  
EAST SIDE OF RIVER RACE DRIVE - E106  
ELEVATION 99.91 FEET (EAST SIDE OF RIVER RACE  
DRIVE) ELEVATION 99.91 FEET

**BENCHMARK NO. 7**  
NORTHWEST CORNER OF FIRE HYDRANT AT  
SOUTH/EAST CORNER OF RIVER RACE DRIVE AND  
MONROE STREET AT ELEVATION 99.91 FEET



PROFILE - SOUTH SECOND STREET - STA. 30+00 TO STA. 38+35 - LINE "MO"  
HORIZ: 1" = 30', VERT: 1" = 5'

DRAWN BY: D.A.J. DATE: 8/17/15 DWG. NO.: A14-35-15	APPROVED BY: C.C.S. PROJ. NO.: 14-084 FILE NAME: 2/20/14-14-084-ASBULT DRAWING R-09-10-X-289-7.dwg	REVISIONS REVISION PER CITY OF GOSHEN REVIEW 12/17/15	PROJECT RIVER RACE DRIVE ASBULT CONSTRUCTION SURVEY	SOUTH SECOND STREET STA. 30+00 TO STA. 38+35 STREET & STORM SEWER	SHEET NO. 15 OF 18
--	--	--	---	--	-----------------------

**Brads-Ko Engineering & Surveying, Inc.**  
 1009 South Ninth St. Goshen, IN 46526  
 Phone 574 533-9913 Fax 574 533-9911

EXHIBIT C

Ordinance No. 4784

An Ordinance to Amend Ordinance No. 3011, Known as the Zoning and Use Regulations Ordinance for the City of Goshen, Indiana, by Rezoning the Area of Real Estate Hereinafter Described from Industrial M-1 to Commercial B-2 with a Planned Unit Development (PUD) Overlay District to be known as the Millrace Townhomes PUD

WHEREAS the City of Goshen, Goshen Redevelopment Commission, and Matthews, LLC, submitted an application on the 26th day of March 2014 to rezone the real estate hereinafter described from Industrial M-1 to Commercial B-2 with a Planned Unit Development (PUD) Overlay District and the Goshen City Plan Commission did after proper legal notice conduct a hearing on said Petition as provided by the Law on the 15th day of April 2014, and recommended the adoption of this Ordinance by a vote of 8-0:

NOW, THEREFORE be it ordained by the Common Council of the City of Goshen, Indiana, that:

Property generally located between the south right of way line of Madison Street and the south right of way line of the vacated Purl Street, west from the west side of the north/south alley west of Third Street to the Millrace Canal, and more particularly described as follows:

A PART OF THE NORTHEAST QUARTER OF SECTION 16, AND A PART OF THE SOUTHEAST QUARTER OF SECTION 9, ALL BEING IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 37 IN PURL'S SECOND ADDITION TO THE CITY OF GOSHEN, RECORDED IN DEED RECORD 63, PAGE 427, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY; THENCE SOUTH 00°47'50" EAST ALONG THE WESTERLY RIGHT-OF-WAY OF A NORTH/SOUTH ALLEY, 66.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF VACATED PURL STREET; THENCE SOUTH 89°19'51" WEST ALONG SAID VACATED SOUTHERLY RIGHT-OF-WAY, 234.95 FEET TO THE TOP OF BANK OF THE HYDRAULIC CANAL; THENCE THE FOLLOWING (12) COURSES AND DISTANCES ALONG SAID TOP OF BANK: (1) NORTH 04°00'40" WEST, 122.39 FEET, (2) NORTH 11°00'43" WEST, 76.76 FEET, (3) NORTH 08°42'57" EAST, 148.22 FEET, (4) NORTH 02°29'48" EAST, 129.20 FEET, (5) NORTH 11°47'23" EAST, 75.20 FEET, (6) NORTH 33°07'04" EAST, 24.68 FEET, (7) NORTH 68°13'17" EAST, 147.50 FEET, (8) NORTH 00°03'53" EAST, 158.56 FEET, (9) NORTH 08°27'37" EAST, 81.44 FEET, (10) NORTH 04°45'50" WEST, 68.81 FEET, (11) NORTH 20°09'37" WEST, 51.89 FEET, (12) NORTH 36°34'21" WEST, 79.39 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF MADISON STREET; THENCE NORTH 89°35'09" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY, 107.95 FEET TO THE WESTERLY RIGHT-OF-WAY OF A NORTH/SOUTH ALLEY; THENCE THE FOLLOWING (3) COURSES AND DISTANCES ALONG SAID WESTERLY RIGHT-OF-WAY: (1) SOUTH 00°48'36" EAST, 479.39 FEET, (2) SOUTH 00°57'26" EAST, 164.73 FEET, (3) SOUTH 00°47'50" EAST, 330.20 FEET TO THE POINT OF BEGINNING, AND CONTAINING 3.72 ACRES, MORE OR LESS, AND SUBJECT TO ANY EASEMENTS, COVENANTS, RESTRICTIONS, AND RIGHT-OF-WAY OF RECORD.

All of the above shall be rezoned from Industrial M-1 to Commercial B-2 with a Planned Unit Development (PUD) Overlay District and the zone maps designated and referred to in Ordinance No. 3011 shall hereby be amended and ordered amended to reflect such classification and rezoning of said real estate.

With approval, the following conditions shall be a part of the Millrace Townhomes Planned Unit Development requirements:

1. The Millrace Townhomes PUD is established to permit attached single-family residential uses, including vertical and horizontal dwelling units, to provide residential density within walking distance of downtown,

and to assist in revitalizing areas impacted by the presence of vacant property and/or under-utilized buildings.

2. The approved preliminary PUD site plan is known as *Site Plan and Phases, Goshen Mill Race LLC*, dated 3/24/2014, prepared by Matthews, LLC, with a revised preliminary PUD site plan required, which reflects the required right of way and a final lot layout that is designed to fit with the final infrastructure plan prepared by Goshen Engineering.
3. Elevations will be as typically shown on *Goshen Mill Race, Elevations*, dated 3-26-2014, by Matthews LLC.
4. The PUD will be developed with approximately 24 lots of single-family attached housing in three phases.
5. No minimum lot width or minimum lot area is required.
6. Minimum setbacks of 0' will be permitted for front, rear and side setbacks.
7. Two parking spaces are required for each residential dwelling unit, and will be provided on site and in the adjacent public right of way.
8. Parking shall be as generally depicted on the approved preliminary site plan, with maneuvering and parking within the right of way permitted, subject to final PUD site plan approval.
9. Each residential dwelling unit shall contain no less than 1,200 square feet of occupied space.
10. Up to nine attached single-family dwelling units will be permitted within one structure.
11. Site lighting, parking lot lighting, and building security lighting shall not glare or trespass onto adjoining properties.
12. Landscaping is required following the requirements of the Goshen Zoning Ordinance.
13. B-2 district regulations shall apply, except when in conflict with the provisions of the Millrace Townhomes PUD.
14. The Goshen Plan Commission shall review and approve the overall primary subdivision before any development occurs.
15. The Goshen Plan Commission shall review and approve a PUD final site plan for each phase of development prior to a zoning clearance/building permit being issued.
16. The Goshen Fire Department shall approve the plan for fire protection (including hydrant placement and access) prior to an application for PUD final site plan approval.
17. Final landscape plans, separate from the site plan, and meeting the PUD requirements and the requirements of Goshen Zoning Ordinance Section 5000, including common and botanical names, size at planting and size at maturity, shall be submitted with each PUD final site plan.
18. Site plan approval by Goshen City Engineering is required for site drainage, post construction, site utilities and right-of-way access, as applicable, prior to requesting final PUD site plan approval.

PASSED by the Common Council of the City of Goshen on May 6, 2014.

Allan Kauffman  
Presiding Officer

Attest:

Tina M. Bontrager  
Tina M. Bontrager, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on May 7, 2014 at 11:30 a.m./p.m.

Tina M. Bontrager  
Tina M. Bontrager, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on May 7, 2014.

Allan Kauffman  
Allan Kauffman, Mayor

### LANDSCAPE LEGEND

	MEDIUM TREE
	SMALL, MATURE, ROUND, SPREAD
	LARGE TREE
	MULCH, SHRUB, PALM, SPICE
	ROCK
	SCHOOL, WALK, RUN, BICYCLEWAY
	GRASS
	TURF BED
	TERRAZZO, GRASS, SAND, ASPHALT, ROCK
	SUBSTRATE BED
	TERRAZZO, GRASS, SAND, ASPHALT, ROCK

# PROJECT PHASES



### UNIT MIX AND SQUARE FOOTAGE

Type	# of Units	Building Footprint	Total Building Footprint	Total SQFT per building	Garage and Driveway parking
Muses	7	768 SQFT	5376 SQFT	1536 SQFT	14
16' TH 2-Story	3	768 SQFT	2304 SQFT	1984 SQFT	6
16' TH 3-Story	2	768 SQFT	1536 SQFT	2584 SQFT	4
22' TH 2-Story	4	1056 SQFT	4224 SQFT	2612 SQFT	16
22' TH 3-Story	7	1056 SQFT	7392 SQFT	3412 SQFT	28
22' TH 3-Story End	1	1344 SQFT	1344 SQFT	3700 SQFT	4
<b>Total</b>	<b>24</b>		<b>22176 SQFT</b>		<b>72</b>

### LOT NUMBERS AND SIZES

	Area (SQFT)	Area (Acre)
Lot 1	2280	0.0523
Lot 2	2064	0.0474
Lot 3	2074	0.0476
Lot 4	1507	0.0346
Lot 5	1506	0.0346
Lot 6	2070	0.0475
Lot 7	2068	0.0475
Lot 8	2067	0.0475
Lot 9	2065	0.0474
Lot 10	1500	0.0344
Lot 11	2062	0.0473
Lot 12	2061	0.0473
Lot 13	1502	0.0345
Lot 14	2058	0.0472
Lot 15	2056	0.0472
Lot 16	1495	0.0343
Lot 17	2054	0.0472
Lot 18	1492	0.0343
Lot 19	1492	0.0343
Lot 20	1490	0.0342
Lot 21	1490	0.0342
Lot 22	1489	0.0342
Lot 23	1488	0.0342
Lot 24	1600	0.0367
<b>Total</b>	<b>43030</b>	<b>0.9878</b>

### PARKING

Garage Parking	36
Driveway Parking	36
Street Parking	36
<b>Total</b>	<b>108</b>



**MATTHEWS, LLC**  
SOUTH BEND, IN

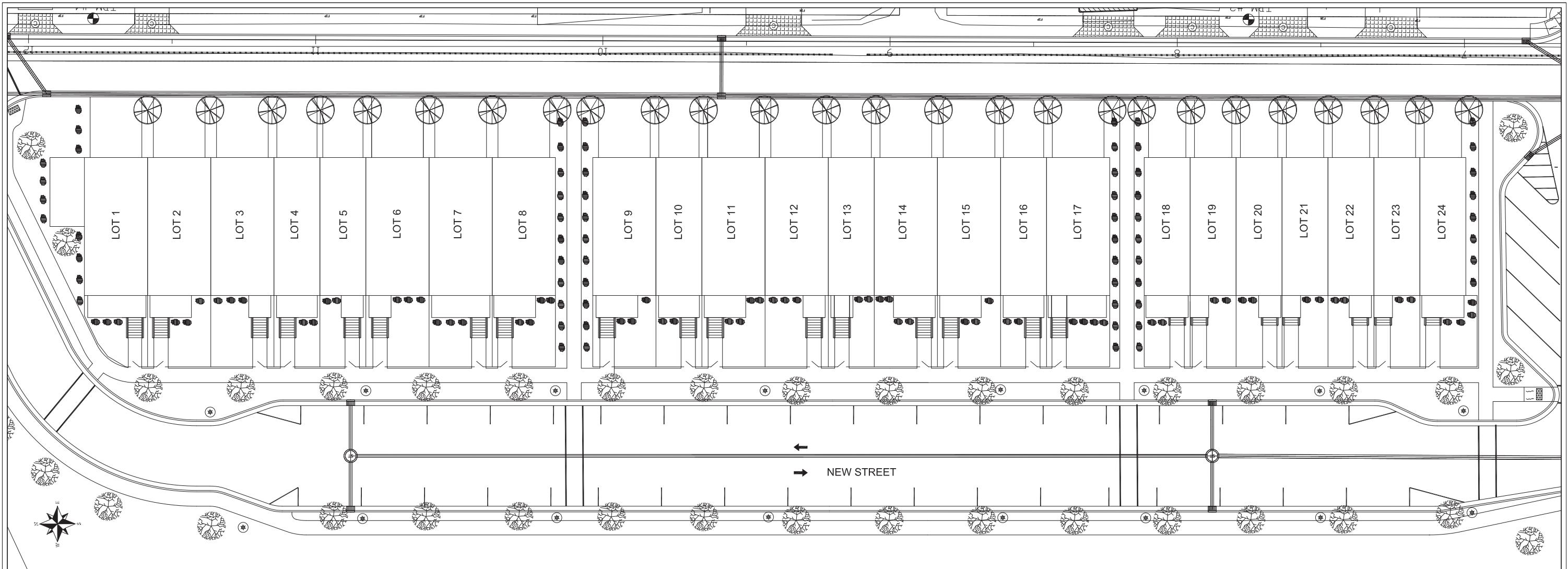
No.	Description	Date

GOSHEN HILL RACE, LLC

### SITE PLAN AND PHASES

Project number: MLL006  
Date: 3/24/2014  
Drawn by: Daniel Connors  
Checked by:

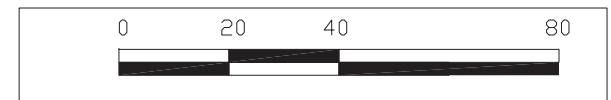
**A1.01**  
Scale: 1:30



SITE PLAN



ELEVATIONS



© MATTHEWS LLC 2014  
DATE 3-26-2014

GOSHEN MILL RACE  
GOSHEN, IN

ELEVATIONS  
SCALE  $\frac{1}{16}'' = 1'-0''$

Ordinance 5039

An Ordinance to Amend Ordinance 4784 of the Millrace Townhomes PUD (Planned Unit Development)

WHEREAS INSITE Development, LLC, and City of Goshen Department of Redevelopment submitted an application on the 26th day of February 2020, to approve a PUD major change to amend the Millrace Townhomes PUD to permit development of duplexes, and the Goshen City Plan Commission did after proper legal notice conduct a hearing on said Petition as provided by the Law on the 17th day of March 2020 and recommended the adoption of a PUD major change and this Ordinance by a vote of 5-0.

NOW, THEREFORE be it ordained by the Common Council of the City of Goshen, Indiana, that:

Ordinance 4784 be amended as follows:

1. In addition to requirements established by Ordinance 4784, additional requirements are established by this Ordinance.
2. That the Goshen Plan Commission did after a public hearing determine the amendment to be a Major Change.
3. The proposed duplex use is functionally similar to the original attached single family use and provides density.
4. The proposed development change is consistent with the Comprehensive Plan, including:
  - Neighborhoods & Housing, Goal N-7: Expand housing options and opportunities
5. The PUD major change will amend the Millrace Townhomes PUD to add duplexes as a permitted use.
6. The approved PUD preliminary site plan is *Millrace Townhomes, Sheet A1.0*, dated 02.26.20, prepared by T2 Design, including typical elevations.
7. A new major residential subdivision application shall be submitted to establish the proposed lots, with an approved, recorded subdivision required to be in place before the first zoning clearance form is issued.
8. A PUD final site plan, including detailed landscape and lighting plans, shall be submitted and approved prior to the first zoning clearance form/building permit being issued, and Staff, on behalf of the Plan Commission, may review and approve PUD final site plans.
9. Site plan approval by Goshen City Engineering is required for site drainage, post construction, site utilities and right-of-way access, as applicable, before the first zoning clearance/building permit is issued.

PASSED by the Common Council of the City of Goshen on April 21, 2020.

Presiding Officer

Attest:

Adam C. Scharf, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on April 22, 2020 at 4:00 a.m./p.m.

Adam C. Scharf, Clerk-Treasurer

APPROVED AND ADOPTED by the Mayor of the City of Goshen on April 22, 2020.

Jeremy P. Suitsman, Mayor





**Unit Matrix**

Lots: 8  
Units: 16

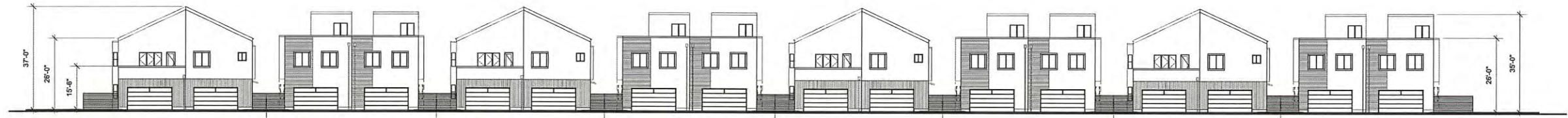
Unit A: 3 Bedroom + 2 1/2 Bath  
2657 Sq. Ft.  
Parking: 2 Garage Spaces  
529 Sq. Ft.

Unit B: 3 Bedroom + 2 1/2 Bath  
2657 Sq. Ft.  
Parking: 2 Garage Spaces  
529 Sq. Ft.

Unit C: 2 Bedroom + 2 1/2 Bath  
1590 Sq. Ft.  
Parking: 2 Garage Spaces  
532 Sq. Ft.

Unit D: 3 Bedroom + 3 Bath  
2782 Sq. Ft.  
Parking: 2 Garage Spaces  
490 Sq. Ft.

Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Lot 7	Lot 8
Lot: 5580 Sq. Ft. = 0.1280 Acre Building Footprint: 2805 Sq. Ft. 3-Story Duplex	Lot: 5439 Sq. Ft. = 0.1260 Acre Building Footprint: 2837 Sq. Ft. 3-Story Duplex	Lot: 5291 Sq. Ft. = 0.1215 Acre Building Footprint: 2805 Sq. Ft. 3-Story Duplex	Lot: 5439 Sq. Ft. = 0.1260 Acre Building Footprint: 2837 Sq. Ft. 3-Story Duplex	Lot: 5291 Sq. Ft. = 0.1215 Acre Building Footprint: 2805 Sq. Ft. 3-Story Duplex	Lot: 5439 Sq. Ft. = 0.1260 Acre Building Footprint: 2837 Sq. Ft. 3-Story Duplex	Lot: 5291 Sq. Ft. = 0.1215 Acre Building Footprint: 2805 Sq. Ft. 3-Story Duplex	Lot: 5568 Sq. Ft. = 0.1278 Acre Building Footprint: 2837 Sq. Ft. 3-Story Duplex



River Race Drive



South Second Street

This Design EXPRESSLY RESERVES COPYRIGHT AND OTHER PROPRIETARY RIGHTS TO ALL DESIGNS AND INFORMATION IN THESE PLANS.  
THESE PLANS ARE NOT TO BE REPRODUCED, COPIED OR OPENED IN ANY FORM OR MANNER WHATSOEVER UNLESS THEY ARE TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF T2 Design.

© T2 Design 2020

**MILLRACE TOWNHOMES**  
Goshen, Indiana

Issue Name:	Date:
PUD Submittal	02.26.20

SCALE: 1"= 20'  
CHECKED BY: TT  
JOB NO: MR1

**REQUEST FOR PROPOSALS**  
**TO PURCHASE REAL PROPERTY**

**3<sup>rd</sup> & Jefferson Redevelopment Property**

The City of Goshen by and through its Redevelopment Commission (hereinafter referred to as "Redevelopment") is requesting proposals for the purchase of certain real property located in the City of Goshen, Indiana.

**1. Real Property to be Purchased**

The real property to be purchased consists of the undeveloped lots west of Third Street, east of River Race Drive, north of Jefferson Street and south of the east/west alley between Jefferson Street and Washington Street consisting of four (4) parcels of real estate identified as tax codes 20-11-09-413-011.000-015 consisting of approximately .18 acres, 20-11-09-413-010.000-015 consisting of .05 acres, 20-11-09-413-009.000-015 consisting of .23 acres and 20-11-09-413-008.000-015 consisting of .23 acres for a total of .69 acres in Goshen, Indiana, as depicted on the map attached to this Request for Proposals as Exhibit A, and is more particularly described as follows:

213 S. Third Street:

Lot Number Ten (10) Barnes' First South Addition to the City of Goshen, Elkhart County, Indiana; as recorded in Deed Record 15 page 273.

219 S. Third Street

Lot Number Eleven (11) in the FIRST ADDITION (sometimes known as BARN'S FIRST SOUTH ADDITION) to the City of Goshen.

223 S Third Street

Lot Number Thirty (30) in Barnes First South Addition to the Town, now City, of Goshen, Indiana, except forty-eight (48) feet off the West end of said Lot; said Plat being recorded in Deed Record 15 page 273 in the Office of the Recorder of Elkhart County, Indiana.

W. Jefferson Street

The West Forty-Eight (48) feet of Lot Number Thirty (30) as the said Lot is known and designated on the recorded Plat of Barn's South Addition to the Town, now City, of Goshen, Indiana; said Plat being recorded in Deed Record 15, page 273 in the Office of the Recorder of Elkhart County, Indiana.

The real property so described shall hereinafter be referred to as "Subject Real Property."

**2. Project Specifications**

**A. Redevelopment Commission's Goals:**

The Redevelopment Commission's goal for the property is to create a pedestrian-oriented residential development to increase the housing opportunities near the downtown. Limited commercial development is also acceptable. However, the primary focus of any

proposal must be the construction of residential units. The exact mix of uses, housing density and price points will be up to the entity submitting a proposal.

B. Redevelopment Details

1) Area Description – The subject real property consists of one-half block of vacant land just west of Main Street in downtown Goshen. The total acreage for the available real estate is .69 acres and was originally developed as residential lots. The City has demolished the homes that previously were on the properties.

2) Access – It is anticipated that access to the project would be from West Jefferson Street, as 3<sup>rd</sup> Street is a state roadway controlled by INDOT with a center median. Public parking is available in the downtown area but it is anticipated that the proposed development will incorporate parking into the redevelopment plan.

3) Utilities – Both public water and sewer are available to serve the subject property. Details regarding location of existing water and sewer mains is available upon request. Due to limited stormwater system capacity in this area, all stormwater must be maintained on the subject property.

4) Zoning – The subject properties are zoned Commercial B-2. The pertinent section of the Zoning Ordinance detailing the regulations for the B-2 district can be found [here](#).

5) Environmental Conditions – There is an environmental restrictive covenant in place for the subject properties due to the proximity to an old dry cleaner that sat on the east side of South Third Street. The restrictions for this property include 1) no daycare or educational facilities, 2) no drinking water wells, 3) no agricultural activities and 4) residential dwellings shall be permitted only if a vapor mitigation is installed for the site. Further information is available upon request.

3. Submission of Proposals

A. Any proposal for the purchase of the Subject Real Property shall be submitted to Becky Hutsell, Redevelopment Director at 204 East Jefferson Street, Goshen, Indiana 46528-3405, no later than 12:00 p.m. (noon) April 11, 2023. The proposal shall be submitted in a sealed envelope clearly marked as “Proposal to Purchase 3<sup>rd</sup> & Jefferson Redevelopment Property.”

B. Each proposal must include the following:

- 1) A signed cover letter on company letterhead that includes the following:
  - a. The entity’s name, address, and telephone number;
  - b. The name of the person authorized to submit/sign the proposal, along with this person’s title, telephone number, and e-mail address;
  - c. The entity’s Federal ID number; and
  - d. The entity’s State ID number.

2) A detailed description of the intended use and development of the Subject Real Property, including the following:

a. A conceptual plan with as much detail as possible, including land uses, building designs, building elevations and a description of how the development complements and interacts with the surrounding area.

b. All improvements to be made to the Subject Real Property including new structures to be constructed.

c. A description of the components of the development plan that includes information about the building design, size, density and amenities.

d. A project budget, including estimated soft costs and construction expenses.

3) A proposed timeline for the development of the Subject Real Property, including any conditions that must be met before the proposal can be commenced. The schedule should include:

a. Time needed to obtain financing.

b. Land use approvals.

c. Design completion.

d. Site preparation.

e. Start and completion of construction.

4) The price to be paid for the purchase of the Subject Real Property.

5) A financial statement that is specific enough so that a proper determination of the entity's financial capability to fulfill the obligation of the proposal.

C. The proposal shall address all issues contained in the Request for Proposals. Any exceptions to the terms of the Request for Proposals should be clearly noted.

D. Any modifications made to a proposal before submission must be initialed in ink by the submitting entity's authorized representative. A submitting entity may, upon written request, modify or withdraw their proposal at any time prior to the opening date and time. A request to modify or withdraw a proposal must be signed by the same person or persons who signed the original proposal submitted. No proposal may be modified or withdrawn after the opening of the proposals.

E. Redevelopment may require a person or entity submitting a proposal to revise one or more elements of its proposal in accordance with contract negotiations. Redevelopment reserves the right to evaluate proposals for a period of sixty (60) days before deciding which proposal, if any, to accept. Proposals shall be maintained through the evaluation period.

F. All proposals submitted become the property of the City and are a matter of public record.

G. The City of Goshen is not responsible for late or lost proposals due to mail service inadequacies, traffic or other similar reasons. Proposals received after the designated time will not be considered in the selection process.

4. **Terms and Conditions to be Addressed or Accepted by Proposal**

A. **Term of Purchase** – Redevelopment has conducted appraisals of the Subject Real Property and improvements and has determined that the fair value of the Subject Real Property is Two Hundred Thousand dollars (\$200,000.00). The price included in a proposal for the purchase of the Subject Real Property must be equal to or exceed this amount.

B. **Condition of Subject Real Property**

1) The proposal to purchase must be for the Subject Real Property in its present condition.

2) Any sale of the Subject Real Property will be conditioned on the development of the parcels in accordance with the development plan described in the proposal. A proposal may be conditional upon the City of Goshen granting of specific itemized zoning variances or rezoning.

C. **Use of Subject Real Property**

1) The proposed development must be constructed in compliance with all applicable laws and regulations of any government entity or public authority, including Indiana Building Codes, City of Goshen Ordinances, Policies, and Standards, including Zoning Ordinances, Subdivision Standards, Landscaping Ordinances, Construction Site Stormwater Runoff Control Ordinances, and Post Construction Stormwater Management Ordinances.

2) Purchaser must not use the Subject Real Property and any adjacent area in a manner that would be reasonably offensive to the owners or users of neighboring real estate or would tend to create a nuisance.

D. **Construction of Infrastructure** - The selected entity must construct any needed water building lines, sewer building lines, and storm water facilities for any structure constructed on the Subject Real Property. The selected entity must construct sidewalks to City specifications adjacent to the parcels, along all dedicated public streets.

E. **Indemnification** – The successful proposal must hold Redevelopment harmless from any loss, claim, damage or expense arising from the development and/or use of the Subject Real Property.

F. **Proposals Submitted by a Trust** - Any proposal submitted by a trust must identify each beneficiary of the trust and whether the settler is empowered to revoke or modify the trust

G. **Purchase Agreement** - The successful person or entity submitting a proposal will be required to enter into a purchase agreement incorporating the terms of the Request for Proposals, the terms included in the successful proposal, and other provisions deemed appropriate by Redevelopment.

5. **Requests for Clarifications and Addenda**

A. Entities intending to submit proposals who have questions or are interested in touring the site should contact Becky Hutsell, Redevelopment Director.

B. All requests for clarification to this solicitation must be received at least one (1) week before the opening date to allow for the issuance of any addendums determined by the City to be necessary. A Proposer shall rely only on written addenda issued by Becky Hutsell, Redevelopment Director. Requests shall be made in writing and may be directed to:

Becky Hutsell, Redevelopment Director  
City of Goshen Redevelopment Commission  
204 East Jefferson Street, Suite 6  
Goshen, Indiana 46528  
E-Mail: beckyhutsell@goshencity.com

C. Interpretations or clarifications determined necessary by the City will be issued by addenda mailed or otherwise delivered to all parties recorded by the City as having received the proposal documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. **Selection Process and Schedule**

A. The proposals received by Redevelopment will be opened by the Goshen Redevelopment Commission in public at the Commission's meeting on April 11, 2023 commencing at 3:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. If no proposal meets the minimum offer price, additional proposals will be received until 1:30 p.m. on May 15, 2023 and will be opened by the Board of Public Works and Safety at their meeting on May 15, 2023 commencing at 2:00 p.m. in the Goshen City Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana. After accepting proposals for the additional period, the Redevelopment Commission may select the highest and best proposal using the criteria set forth in this section with no minimum price.

B. The proposals will be considered by the Goshen Redevelopment Commission. The Redevelopment Commission reserves the right to refer the proposals received to Becky Hutsell, Redevelopment Director, and such other staff as the Commission deems appropriate to review the proposals and make a recommendation to the Redevelopment Commission. The Commission reserves the right to interview the parties submitting proposals or to request the parties submitting proposals to provide supplemental information.

C. This Request for Proposals does not commit Redevelopment to sell the Subject Real Property. Redevelopment reserves the right to accept or reject any or all proposals received, to negotiate with qualified persons or entities who submit a proposal, or to cancel the Request for Proposals. Redevelopment may require a person or entity submitting a proposal to submit any additional data or information Redevelopment deems necessary.

D. In determining which proposal is the highest and best proposal, Redevelopment will consider the following:

- 1) The experience, the financial capacity and the organizational capacity of the entity submitting the proposal to successfully plan, construct and complete the proposed development.
- 2) The overall quality of the submission and the extent to which the proposed development is compatible with the existing neighborhood.
- 3) The entity's plans and ability to improve the Subject Real Property with reasonable promptness.
- 4) The proposed completion date for the project.
- 5) The size and character of the improvements proposed to be made on the Subject Real Property and/or improvements.
- 6) Whether adequate parking for the development is included in the plan.
- 7) The proposed purchase price to be paid to Redevelopment.
- 8) Whether the entity submitting the proposal is a trust and whether the submission identifies the beneficiary of the trust and whether the settlor is empowered to revoke or modify the trust.
- 9) The nature of any variance or rezoning requested.
- 10) Whether the lease of the Subject Real Property will further Redevelopment's plan for the development of the surrounding area.
- 11) Whether the proposed purchase will serve the interest of the community.
- 12) What economic impact the proposed purchase will have on the community.

7. **General**

A. **Conflict of Interest/Non-Collusion**

- 1) By submitting a proposal, an entity certifies that the entity has not entered into a combination or agreement relative to the price to be proposed nor taken any action to prevent a person from submitting a proposal; or to induce a person to refrain from submitting a proposal.
- 2) Each proposal must be made without reference to any other proposal, unless specifically so indicated.
- 3) By submitting a proposal, an entity certifies that they are not in a situation where the submitting entity's private interest would interfere with its loyalty or responsibilities to the City of Goshen or raise questions about such interference. The submitting entity agrees not to accept work, enter into a contract, accept an obligation or engage in any activity, paid or unpaid, that is inconsistent or incompatible with the submitting entity's obligations, or the scope of services to be rendered to the Redevelopment Commission. The submitting entity shall warrant that, to the best of their knowledge, there is no other contract or duty on the submitting entity's part that conflicts with or is inconsistent with the services sought to be provided to the Redevelopment Commission.

4) The submitting entity, if selected, must sign and have notarized the Conflict of Interest / Non-Collusion Affidavit.

B. **Applicable Laws** - Any contract resulting from a proposal submitted will be construed in accordance with and governed by the laws of the State of Indiana.

C. **Trusts** - In accordance with Indiana Code 36-7-14-22, a proposal submitted by a trust (as defined by I.C. 30-4-1-1) must identify the beneficiary of the trust and indicate whether the settlor is empowered to revoke or modify the trust.

D. **Costs for Submitting Proposal** - The City of Goshen or its Redevelopment Commission will not be liable for any costs incurred by the respondents in replying to this Request for Proposals. The City of Goshen or its Redevelopment Commission are not liable for any costs for work or services performed by the selected Proposer prior to the award of a contract.

E. **Authority to Bind Submitting Entity** - The signatory for the entity submitting a proposal represents that he or she has been duly authorized to execute the proposal documents on behalf of the submitting entity and has obtained all necessary or applicable approvals to make this submission on behalf of entity when his or her signature is affixed to the proposal.



EXHIBIT A

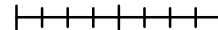


The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee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



Feet

0 40 80 160



1 inch = 150 feet

### 3rd & Jefferson Redevelopment Property

Information as of  
March 2023

### The City of Goshen

Department of Public Works & Safety  
Office of Engineering

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



## CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

May 15, 2023

**To:** Goshen Board of Public Works and Safety

**From:** Shannon Marks, Legal Compliance Administrator

**Subject:** Goshen Police Department Conditional Offer of Employment to Diego Murillo-Magallanes

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Diego Murillo-Magallanes, as well as approve the attached Conditional Offer of Employment Agreement and authorize the Mayor to execute the agreement on behalf of the City and the Board.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Once employed, Diego will be required to successfully complete all training requirements, including complete the Tier I basic training requirements and obtain certification with the Indiana Law Enforcement Training Board.

The Police Department will request the Board 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 Diego Murillo-Magallanes as a probationary patrol officer.
- (2) Move to approve the Conditional Offer of Employment Agreement with Diego Murillo-Magallanes, and authorize the Mayor to execute the agreement.

## **GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2023, which is the date of the last signature set forth below, by and between **Diego Murillo-Magallanes** ("Murillo-Magallanes") and **City of Goshen, 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, City and Murillo-Magallanes agree as follows:

### **CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

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

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Murillo-Magallanes understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Murillo-Magallanes understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Murillo-Magallanes agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Murillo-Magallanes understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Murillo-Magallanes to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Murillo-Magallanes's expense. If additional reports and/or testing are required, Murillo-Magallanes may elect to terminate this agreement.
- (4) InPRS will determine whether Murillo-Magallanes has any Class 3 excludable conditions. Murillo-Magallanes understands that if InPRS finds that Murillo-Magallanes has any Class

3 excludable conditions, Murillo-Magallanes will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Murillo-Magallanes's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Murillo-Magallanes understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Murillo-Magallanes if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Murillo-Magallanes accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment with City and Goshen Police Department, Murillo-Magallanes is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Murillo-Magallanes agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Murillo-Magallanes's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Murillo-Magallanes agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Murillo-Magallanes agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Murillo-Magallanes will be paid for the time Murillo-Magallanes spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Murillo-Magallanes fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Murillo-Magallanes's first day of employment with Goshen Police Department, Murillo-Magallanes's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

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

**SEVERABILITY**

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

**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.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

\_\_\_\_\_  
Diego Murillo-Magallanes

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor  
City of Goshen, Indiana

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

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



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
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Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

May 15, 2023

**To:** Goshen Board of Public Works and Safety  
**From:** Shannon Marks, Legal Compliance Administrator  
**Subject:** Goshen Police Department Conditional Offer of Employment to Austin J. Shapland

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Austin J. Shapland, as well as approve the attached Conditional Offer of Employment Agreement and authorize the Mayor to execute the agreement on behalf of the City and the Board.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Once employed, Austin will be required to successfully complete all training requirements, including complete the Tier I basic training requirements and obtain certification with the Indiana Law Enforcement Training Board.

The Police Department will request the Board 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 Austin J. Shapland as a probationary patrol officer.
- (2) Move to approve the Conditional Offer of Employment Agreement with Austin J. Shapland, and authorize the Mayor to execute the agreement.

## **GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2023, which is the date of the last signature set forth below, by and between **Austin J. Shapland** ("Shapland") and **City of Goshen, 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, City and Shapland agree as follows:

### **CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

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

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Shapland understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Shapland understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Shapland agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Shapland understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Shapland to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Shapland's expense. If additional reports and/or testing are required, Shapland may elect to terminate this agreement.
- (4) InPRS will determine whether Shapland has any Class 3 excludable conditions. Shapland understands that if InPRS finds that Shapland has any Class 3 excludable conditions, Shapland will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Shapland's employment if the disability is related to the Class 3



excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Shapland understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Shapland if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Shapland accepts City's withdrawal and this agreement shall be terminated.

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment with City and Goshen Police Department, Shapland is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Shapland agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Shapland's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Shapland agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Shapland agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Shapland will be paid for the time Shapland spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Shapland fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Shapland's first day of employment with Goshen Police Department, Shapland's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

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

#### **SEVERABILITY**

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

**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.

**ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

\_\_\_\_\_  
Austin J. Shapland

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

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor  
City of Goshen, Indiana

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

**West Goshen Neighborhood Association:  
Friends and neighbors coming together  
to promote community awareness, neighborhood unity,  
and the safety and security of our residents**

**To: Goshen Board of Public Works  
From: West Goshen Neighborhood Association  
Re: Reduced price for city trash trailer  
Date: May 8, 2023**

**The West Goshen Neighborhood Association's Neighborhood Clean-up Day is scheduled for Saturday, June 24, 8 a.m. until the trailer is full. This annual WGNA event is at Bakersfield Park, where the Goshen street department will provide a scheduled trailer. The WGNA provides volunteers to insure no one dumps items not allowed in the county landfill.**

**We advertise this event via our 80-plus email contact list, on our WGNA Facebook page, and with yard signs around the neighborhood.**

**We request the lowered fee of \$35.00 offered to neighborhood associations for this service.**

**Thank you for your consideration,**

**Sandy Fribley  
WGNA Secretary  
for the WGNA Board  
sfribley@gmail.com  
Phone: 574-333-676**

# HISTORIC SOUTHSIDE NEIGHBORHOOD ASSOCIATION



508 South 7th Street Goshen, IN 46526 574-312-9259

Dear Board of Works,

Historic Southside Neighborhood Association requests to be added to the agenda of the Board of works meeting on either May 15th or 22nd, 2023. We propose a reduction of trailer rental rates for our semiannual "Clean-Ups". As an organized neighborhood, the board adjusts the \$75 per trailer by half price. These trailers will be placed for neighbors to dispose of larger items (no yard waste). We have signage to attach to the trailers to alert folks as to what cannot be dumped. We also turn over the sign marked "FULL" printed on the back to indicate when the trailer can no longer have items added. This information is also sent to all on our email list, as well as on our private Facebook page. Neighbors are informed if a trailer is located in front of their home, these folks also monitor the trailers for the entire weekend. Our "Spring Clean-up" is scheduled with the Goshen Street Department for the weekend of June 9th. Locations will be 500 Block of S 7th, the 600 block of S 6th and 200 block of E Monroe Streets. Fall "Clean-up" will be at the same locations with the exception of the trailer on Sixth Street will be located in the 700 block and it will be the weekend of September 8th 2022.

We would also like to request the closure of the 500 block of S 7th Street for our annual picnic. This block party would run from 4 p.m. to 8 p.m. on Saturday August 19th. We look forward to having representatives from the Police and Fire departments join us again this year.

I will be attending your Board of Works meeting to answer any further questions.

Thank you for this opportunity to enhance our neighborhood,

Terri Wentz HSNA Board advisor



**City Clerk-Treasurer  
CITY OF GOSHEN**

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

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

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

**To:** Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** May 15, 2023  
**Subject:** Driveway request for 1914 Woodward Place

***The Clerk-Treasurer's Office received the following request:***

May 5, 2023  
Richard Aguirre  
Clerk-Treasurer, City of Goshen  
202 S. 5th Street #2  
Goshen, IN 46528

Dear Mr. Aguirre:

I am writing to request inclusion on the May 15, 2023 Goshen Board of Works agenda. The reason for this request is to petition for a variance to the requirement regarding width of a driveway at its connection to the right of way. Subject driveway is part of a new construction located at 1914 Woodward Place, and the requested width is 34 feet where 24 feet is the prescribed maximum.

Both Planning and Engineering departments have been consulted on this matter and do not have objections. Further, neighboring properties at 1910 Woodward Place and 1908 Woodward Place have driveways that exceed the prescribed maximum. Their dimensions at the right of way are 31 feet and 36 feet respectively, demonstrating precedent in the neighborhood.

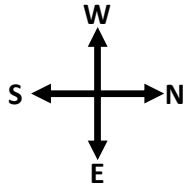
Please let me know if you require further information.

Sincerely,

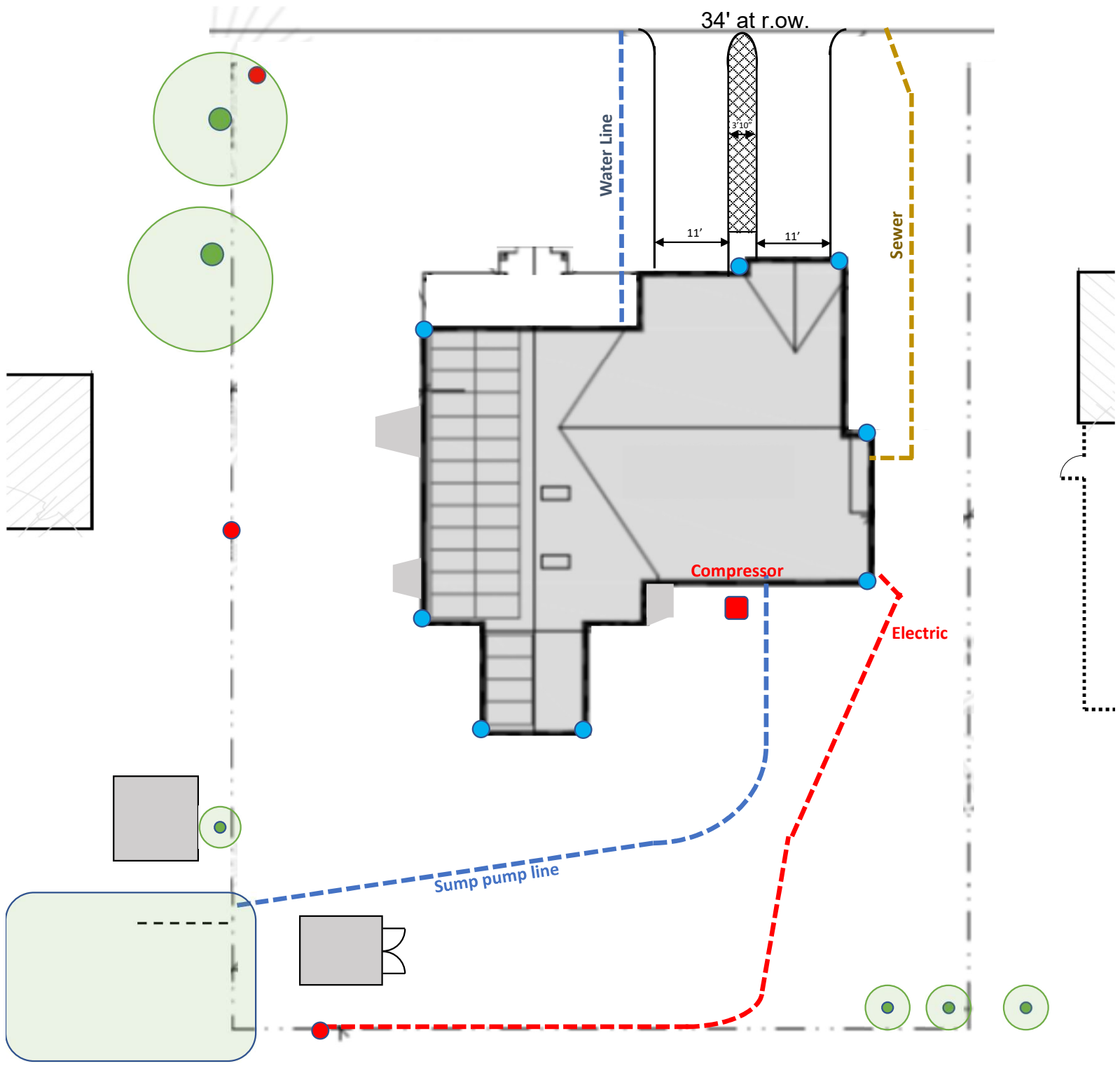
Nathan Mateer Rempel  
Partner, Dana Miller Building Solutions, Inc.

**Suggested motion: Approve the request from Nathan Mateer Rempel to allow a driveway width of 34 feet at a new home at 1914 Woodward Place.**

Woodward Place



34' at r.o.w.





May 5, 2023

To Whom It May Concern,

Lacasa, Inc. is applying to temporarily close Cottage Ave immediately south of E Jefferson St for a few days. We are replacing the sewer line from 410 E Jefferson into the sewer main under cottage. (See attached map) This work is dependent on weather but will take place sometime between May 8<sup>th</sup> and May 29<sup>th</sup>.

We know that depending on which days this work takes place, garage/recycling pick-up may be affected. We offer to move the garbage/recycling bins to the end of that block to minimize the disruption for the trucks and local residents.

We dropped off the attached information notice and map to all 8 houses that boarder the section of S Cottage Ave from E Jefferson South to the alley.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Lehman".

Aaron Lehman

Housing Development Manager

Lacasa, Inc.

Lacasa - Goshen  
202 N. Cottage Ave.  
Goshen, IN 46528  
(574) 533-4450

Lacasa - Elkhart  
516 S. Main Street  
Elkhart, IN 46516  
(574) 533-4450



Work to replace the lateral from the house at 410 E Jefferson St to the sewer main located under S Cottage Ave.



**Request: Close the street for excavation and worker / work site protection for a few days sometime between May 8th - May 29th.**





Strong foundations. For everyone.

May 5, 2023

To Whom It May Concern,

Lacasa, Inc. is applying to temporarily close Cottage Ave immediately south of E Jefferson St for a few days. We are replacing the sewer line from 410 E Jefferson into the sewer main under cottage. (See attached map) This work is dependent on weather, but will take place sometime between May 8<sup>th</sup> and May 29<sup>th</sup>.

If you have any questions or comments, please feel free to contact me at (574) 533-4450 ext. 42.

The Goshen Board of Works meeting to authorize this closure will be Monday, May 8<sup>th</sup> at 2pm at 211 E Jefferson St in Goshen.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Lehman".

Aaron Lehman

Housing Development Manager

Lacasa, Inc.

Lacasa - Goshen  
202 N. Cottage Ave.  
Goshen, IN 46528  
(574) 533-4450

Lacasa - Elkhart  
516 S. Main Street  
Elkhart, IN 46516  
(574) 533-4450





Goshen Theater  
216 S Main Street  
Goshen, IN 46526

May 11, 2023

To: Goshen City Board of Works

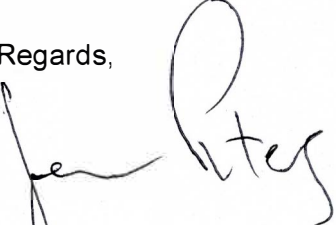
Requested hearing date: Monday, May 15 @ 2:00pm.

Goshen Theater (216 S Main St.) requests permission to partially block the sidewalk under/adjacent to the theater marquee. Also, we request permission to block off 2 parking spots (as shown in the attached site plan) for several hours (time TBD).

We will use a scaffold to do the project. The scaffold will alternate from the street side of the sidewalk to the building side as needed. The sidewalk is 17' wide. Scaffold is typically ~6-8' long, so less than 50% of the sidewalk will be blocked at any time. We work on the north and south sides of the marquee first (scaffold on sidewalk), then work on the street (west) side (scaffold in parking spots). The electrician estimates the entire job will take 2-3 days.

We will install appropriate safety measures (cones, caution tape) around the scaffold. For blocking the parking spaces, Goshen Theater requests that Goshen City deliver (but not install, we'll do that) two wooden barricades. We will call the street department for delivery prior to the project dates. Goshen Theater will set up and move the barricades as we progress through the project.

We're currently waiting on the electrician to provide us with a date for the execution of the project. We anticipate it will happen before the end of June, weather permitting.

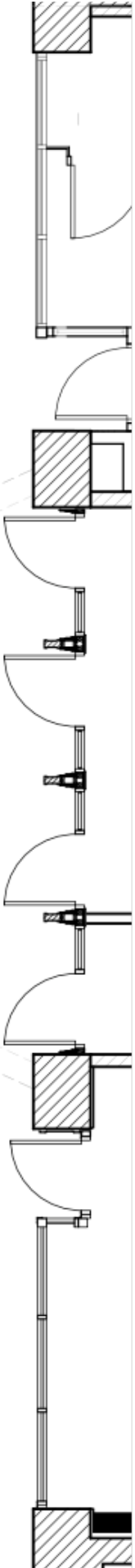
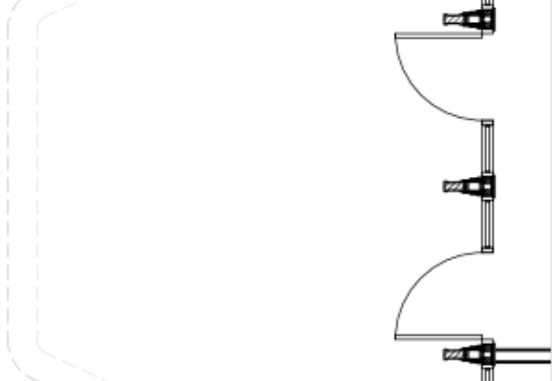
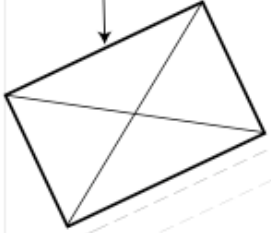
Regards,  


Jerry Peters  
Technical Director  
Goshen Theater, Inc.  
574.370.6211 - mobile

M A I N S T R E E T

BENCH

SCAFFOLD  
(shown for  
proportion)







## Department of Environmental Resilience

410 West Plymouth Avenue • Goshen, IN 46526  
Phone (574) 534-0076 • [www.goshenindiana.org](http://www.goshenindiana.org)  
Aaron Sawatsky-Kingsley, Department Head



Date: May 9, 2023

To: Board of Works

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

Shae Dirks, AmeriCorps Member

Subject: Goshen Women's Ride

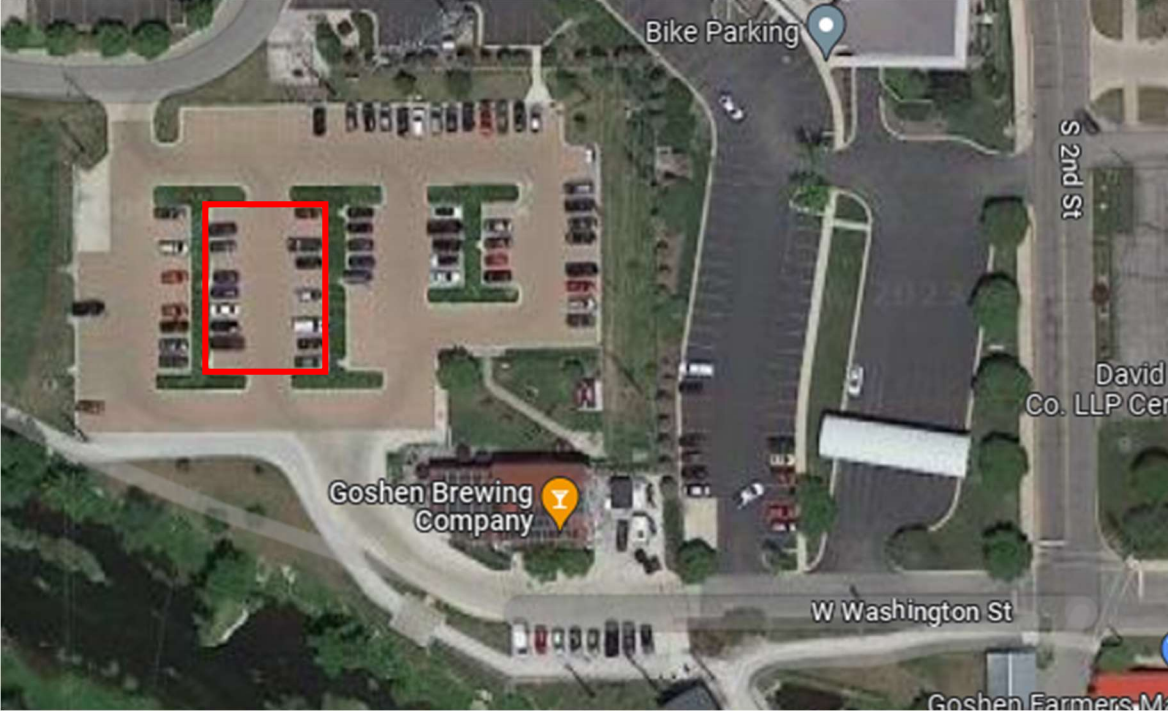
Attachments: Parking Lot Map, Brochure

The Department of Environmental Resilience is coordinating the Goshen Women's Ride on May 21<sup>st</sup> at 2:00 pm. Women make up less than 30% of those who ride bicycles. Concern for safety is a leading reason why. The Goshen Women's Ride will offer a safe, casual event for those who want to ride but have been hesitant in the past.

We request that the middle section of the public parking lot located at the 300 block of W. Washington Street be closed to traffic (see attached map) from 12:00 pm- 3:30 pm. Jesse Sensenig, the owner of Goshen Brewing Company, confirmed that this would be the best space. Goshen Brewing Company, The Electric Brew, Fables Books, Lincoln Ave Cycling, and Maple City Market are the five Bicycle-Friendly sponsors of the Goshen Women's Ride.

Participants will ride down the mill race to downtown Goshen from the parking lot. This ride features three stops where actresses will perform a short living history of women who lived in Goshen in the late 1800s.

Jeremy Stutsman  
Mayor of Goshen

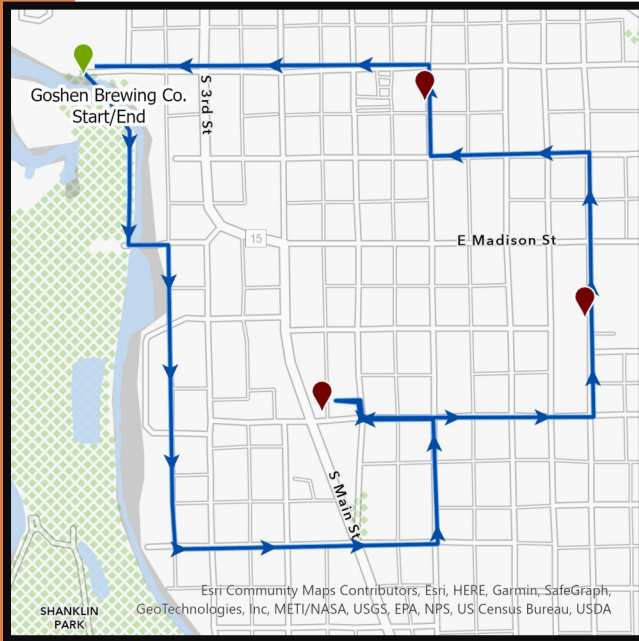


# A Ride Through History

Join the Department of Environmental Resilience on May 21<sup>st</sup> for Goshen's Women's Ride!

Bring your bicycles and meet beside Goshen Brewing Company (315 W Washington St, Goshen) at 2:00 pm.

The 2.5-mile easy ride will begin in the parking lot and continue through downtown Goshen. Along the way, the group will make three short living history stops to learn about a few iconic women who lived in Goshen in the late 1800s-early 1900s.



To register scan QR code



## Ride made possible by Bike Friendly Businesses & Sponsors

The Electric Brew  
Fables Books  
Goshen Brewing Company  
Lincoln Ave Cycling  
Maple City Market

## Special thanks to

### Actresses

Johanna Burkley played by Jamie Lake  
Emma Chandler played by Mara Miller  
Alice Mummert played by Anusha Jha

### Additional Contributors

Rebecca Akens for her research on the history of these women  
Carrie Lee Bland-Kendall for helping in the presentation and video work of the ride.  
Michiana Area Council of Governments (MACOG)



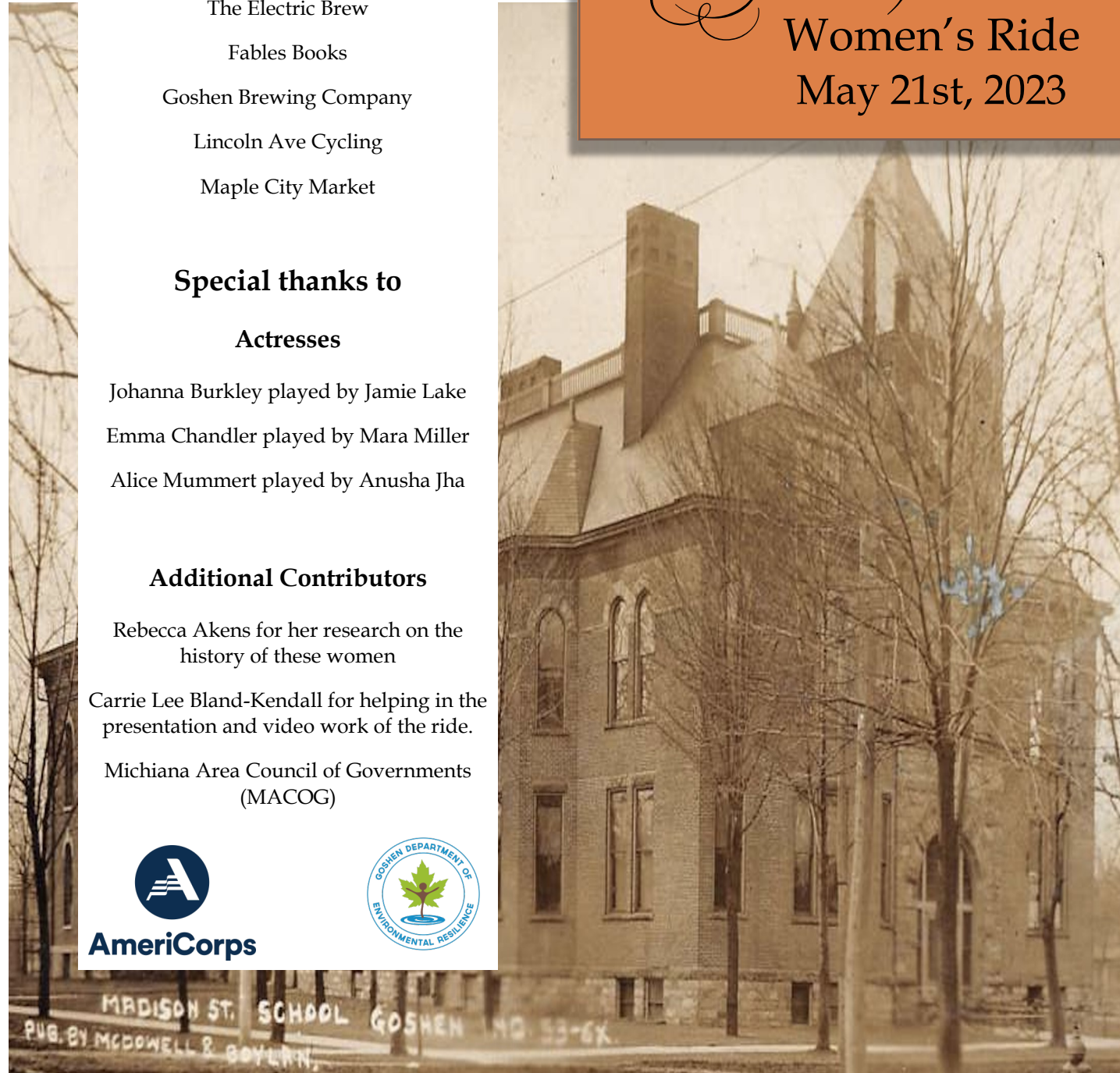
AmeriCorps



# Goshen

## Women's Ride

### May 21st, 2023



## Johanna Burkley—521 S. Main St.

Johanna Burkley was born in Germany on the 25<sup>th</sup> of October, 1833. She immigrated to the US in 1857 and settled in Goshen, Indiana. Johanna was a well-known nurse who cared for sick children, especially those who may not have had anyone else to care for them. In 1901, a woman found Johanna and sought her help with her sick baby. There was considerable gossip about the child's mother, saying that the mother was sent to



Johanna to "hide her shame."

There was speculation that Johanna protected the woman's identity by using an alias when speaking of her, and when the child passed away, Johanna paid for all the funeral expenses.

The baby boy is buried on the Burkley lot in Oakridge cemetery. Johanna looked out for other tenacious women practicing medicine in Goshen.

In 1889, Dr. Luella Day was arrested and imprisoned for allegedly performing an abortion. The case ended with a three-year sentence behind bars and a \$50 fine. Despite the conviction, Johanna paid the \$2500 bail – a significant amount back then. Johanna passed away on February 23<sup>rd</sup>, 1924, at 90 and is buried with her three children in Oakridge Cemetery.



## Emma Chandler—Chandler Elementary

Emma Chandler was born on the 22<sup>nd</sup> of May, 1833, in Westport, New York, to John and Rhoda Chandler. Emma graduated from Mt. Holyoke Seminary in 1862. After she graduated, she traveled to Indiana and started teaching in La Porte and South Bend. Later, she moved to Goshen, where she and her sister started a private school. They quickly became cherished by the community.

In 1871, Emma accepted the position of the first principal of what was then Madison Street School. Emma's heart was in education and with the children of Goshen. In 1894, after twenty-three years, Emma was replaced as principal by her assistant Lillian Michael. Twenty years later, the board of education took action to rename Madison Street School after Emma in recognition of her service to the community.

Emma was a beloved part of the Goshen community for many years, and at the age of 87, she developed cancer in her jaw. On the 24<sup>th</sup> of October, 1920, she passed away and is buried in Oakridge Cemetery.



## Alice Mummert—209 S. 6th St.

Alice was born on the 30<sup>th</sup> of July, 1865, to a well-endowed family. She married "one of Goshen's most promising young attorneys" in 1890 and became an accomplished woman at a young age. In 1904 Alice was elected president of one of the first "feminist" groups in Indiana, The State Federation of Women's Clubs. The Federation fought against numerous censorious remarks from the Mayor of Muncie, such as "the highest mission of women is to be wives and mothers," and "club women neglect their homes and babies".

It wasn't until 1913 that Goshen was presented with the opportunity to participate in the national fight for women's suffrage. Multiple women pushed Goshen to fight alongside them, but nothing came to fruition until 1917, when the Franchise League was organized. Alice was elected president, and through numerous



meetings, speeches, and protests, the women of Goshen won the right to vote in the Indiana constitutional convention election in 1917. Side by side with other powerful women of her day, Alice had a tremendous influence on the suffrage movement both in Goshen and Indiana. Alice passed away on March 12<sup>th</sup>, 1947, and is buried in Oakridge Cemetery.







**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](http://www.goshenindiana.org)

May 15, 2023

**To:** Board of Public Works and Safety

**From:** Brandy L. Toms

**Subject:** Amendment Agreement with Cummins Sales and Service, Inc to add two additional generators for inspection and diagnostic testing.

Attached for the Board's approval, and to authorize Mayor Stutsman to execute, is an amendment agreement with Cummins Sales and Service, Inc for inspection and diagnostic testing of City generators. The parties have agreed to amend the existing contract by adding 2 generators, located at the 22<sup>nd</sup> Street Fire Station and at the Lift Station located at 3950 Midway Road respectively, to the planned maintenance program at a cost not to exceed \$1,719.44.

**Suggested Motion:**

Approve and authorize Mayor to execute the amendment agreement with Cummins Sales and Service, Inc for inspection and diagnostic testing of the two additional City generators at a cost not to exceed \$1,719.44.

**AGREEMENT AMENDMENT**  
**Inspection and Diagnostic Testing of City Generators**

THIS AGREEMENT AMENDMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, between Cummins, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City entered into an Agreement with Contractor dated December 21, 2017 for Contractor to provide inspections and diagnostic testing on twenty-five (25) City of Goshen generators.

WHEREAS, the City desires add two (2) additional generators to the maintenance agreement for the remaining duration of the agreement through and including August 31, 2024. One located at the 22<sup>nd</sup> Street Fire Station and one at the Lift Station located at 3950 Midway Road.

WHEREAS, the City agrees to compensate Cummins for the planned maintenance of the two (2) additional generators located at the 22<sup>nd</sup> Street Fire Station and at the Lift Station located at 3950 Midway Road respectively, based on the rates set forth in the proposal attached and marked as Exhibit A; but in no event will the total compensation exceed One Thousand Seven Hundred Nineteen Dollars and Forty-Four Cents (\$1,719.44).

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the December 21, 2017 Agreement for inspections and diagnostic testing on the City of Goshen generators, the parties agree as follows:

The Parties agree to add to the Planned Equipment Maintenance list for the City of Goshen, two (2) additional generators for inspection and/or full service located at the 22<sup>nd</sup> Street Fire Station and at the Lift Station located at 3950 Midway Road respectively, based on the rates set forth in the proposal attached and marked as Exhibit A; but in no event will the total compensation for these two additions exceed One Thousand Seven Hundred Nineteen Dollars and Forty-Four Cents (\$1,719.44).

All other terms and conditions of the December 21, 2017 Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

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

**Cummins, Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



# Planned Equipment Maintenance Proposal to City of Goshen



To the attention of: City of Goshen

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

## **Cummins Available Planned Maintenance Services:**

Cummins offers the following services - based on your selected packages these may or may not be included:

**System Inspections:** Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.

**Oil & Coolant Analysis:** Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.

**Planned Maintenance:** Clean filters and oil changes included in Full Service keeps your product ready to run.

**Load Bank Testing:** Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.

**Transfer Switch & Switchgear:** Cummins takes care of your whole system.

**Cummins Branded Parts:** Maintenance always includes Cummins Genuine Parts where applicable.

**Warranty:** Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.

**Digital Monitoring:** Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.

**Additional Available Services:** Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

## **Pricing for Services:**

This 2 year proposal has been customized for your equipment and operations as described here:

<u>Customer Information:</u>	<u>Contact Information:</u>
City of Goshen	Name: Jeff Halsey
	Phone Number: 574-533-8626,574-206-3111
	Email: jeffhalsey@goshencity.com



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>		<u>Equipment Information:</u>	
3951 Midway Rd Goshen, Indiana 46526 United States		<b>Manufacturer:</b> Cummins Model	<b>Model:</b> Cummins Model
<b>Access:</b> Standard		<b>Genset Serial Number:</b> D220073022	<b>Quantity:</b> 1
<b>Access Notes:</b>			

<u>Year 1</u>	<b>Service Type</b>	<b>Frequency</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
	Inspection +	Once	1	241.51	241.51
				<b>Year 1 Total:</b>	241.51
<u>Year 2</u>	<b>Service Type</b>	<b>Frequency</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
				<b>Year 2 Total:</b>	0.00

**Price of Services per Unit: USD 241.51**  
**Total Price of Services: USD 241.51**



The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>			<u>Equipment Information:</u>		
201 S 22nd St Goshen, Indiana 46528 United States			<b>Manufacturer:</b>	Cummins Model	
<b>Access:</b> Standard			<b>Model:</b>	Cummins Model	
<b>Access Notes:</b>			<b>Genset Serial Number:</b>	4225292	
			<b>Quantity:</b>	1	
<u>Year 1</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Inspection +	Once	1	280.01	280.01
	Full Service	Annually	1	598.96	598.96
				<b>Year 1 Total:</b>	878.97
<u>Year 2</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Full Service	Annually	1	598.96	598.96
				<b>Year 2 Total:</b>	598.96

**Price of Services per Unit: USD 1,477.93**  
**Total Price of Services: USD 1,477.93**

<b>Year 1 Total:</b>	USD 1,120.48
<b>Year 2 Total:</b>	USD 598.96
<b>Total Agreement - PreTax:</b>	USD 1,719.44

**Notes:**

This is an estimate to complete Full Services in March & Inspections with Samples in September annually and will align with customer's current contract to expire on August 31,2024.

**Anything not specifically addressed above is not included.**

**Customer Responsibilities:**

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

**Proposal Considerations:**



1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. The pricing in this quotation will remain the same over the duration of the term.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <https://www.cummins.com/regional-terms-and-conditions/powercare> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

**To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.**

Sincerely,

Jillian Wippel  
 Senior PEM Sales Executive - PG  
 (260) 918-2424  
 jillian.wippel@cummins.com  
 www.cummins.com

**Please return signed agreement to:** jillian.wippel@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

**Customer Approval ( Quote ID Q-163055 )**

**Approval Cummins Sales & Service - Mishawaka IN**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

# Generator Planned Equipment Maintenance



## INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

### BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

### FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis\*

### COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis\*

### LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis\*

### GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

### INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement\*
- Optional - Clean crankcase breather or replace filters\*

### GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

### TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

### AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

### SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

## FULL SERVICE

INCLUDES INSPECTION

### OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

### LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

\* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

**Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.**





## CITY OF GOSHEN LEGAL DEPARTMENT

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

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[www.goshenindiana.org](http://www.goshenindiana.org)

**To:** Board of Public Works and Safety  
**From:** Bodie J. Stegelmann  
**Date:** May 15, 2023  
**Subject:** Resolution 2023-16 – Authorizing Acceptance of Real Property, Grant of Easement, and Grant of Temporary Easement

City staff have been in discussions with Goshen Community Schools for the transfer of certain real property located at the Riverdale Elementary School site. The Schools and City staff have agreed to the transfer of the playground area of the Riverdale School site to the City for use as a public park. The City commits to improving the vacated portion Huron Street (north of Wilkinson Street) and the Schools will grant an easement over the vacated Huron Street. It is recommended that the Board approve Resolution 2023-16 for the acceptance of transfer of the real property, acceptance of the Grant of Easement, and acceptance of a temporary easement for work required for the improvement of the vacated Huron Street.

**Suggested Motion:** Move to approve Resolution 2023-16 - Authorizing Acceptance of Real Property, Grant of Easement, and Grant of Temporary Easement.

**BOARD OF PUBLIC WORKS AND SAFETY  
RESOLUTION 2023-16**

**Authorizing Acceptance of Real Property, Grant  
of Easement, and Grant of Temporary Easement**

WHEREAS Goshen Community Schools owns real estate in Elkhart County, Indiana, described particularly as follows:

PARCEL 1: Lots Numbered 63, 64, 65, 66, 67, 68, and 69 in Hess Riverdale Addition to City of Goshen, as per the plat thereof recorded in Deed Record, Volume 84, Page 421 (Document No. D00084-00421) in the Office of the Recorder of Elkhart County, Indiana, together with the vacated north-south alley located immediately west of and adjacent to Lots 63 and 65 and immediately east of and adjacent to Lots 66, 68 and 69 on the west.

PARCEL 2: The vacated portion of Lanah Street, as named in the plat of Hess Riverdale Addition, as per the plat thereof recorded in Deed Record, Volume 84, Page 421 (Document No. D00084-00421) in the Office of the Recorder of Elkhart County, Indiana, now known as Huron Street, located north of Wilkinson Street and south of Hydraulic Street, as named in the plat of Hess Riverdale Addition, now known as Chicago Avenue, such vacated street being located immediately west of and adjacent of Lots 67, 68, and 69 of Hess Riverdale Addition and east of and adjacent to Lots 96, 97, 98, a vacated alley lying between Lots 98 and 99, and Lots 99, 100, and 101 of Hess Riverdale Addition.

PARCEL 3: Lots Numbered 96, 97, 98, a vacated alley lying between Lots 98 and 99, and Lots 99, 100, and 101 in Hess Riverdale Addition of the City of Goshen, as per the plat thereof recorded in Deed Record, Volume 84, Page 421 (Document No. D00084-00421) in the Office of the Recorder of Elkhart County, Indiana.

Collectively known as 785 West Wilkinson Street, Goshen, Indiana, and formerly comprising the campus of Riverdale Elementary School;

WHEREAS the City of Goshen, Indiana, wishes to acquire Parcel 1 for development and use as a public park;

WHEREAS the City of Goshen, Indiana, wishes to acquire an easement over Parcel 2 for public access to the public park that will be developed on Parcel 1;

WHEREAS the City of Goshen, Indiana, wishes to make improvements to the area of the easement over Parcel 2 for the benefit of the public utilizing the easement to obtain access to the public park that will be developed on Parcel 1 and for the benefit of persons utilizing the area of the easement over Parcel 2 to obtain access to Parcel 3;

WHEREAS the City of Goshen, Indiana, wishes to obtain a temporary easement over the east 15 feet of Parcel 3 in order to facilitate its improvement of Parcel 2, said temporary easement to include the right to grade and level the ground within the temporary easement;

WHEREAS Goshen Community Schools has no present need of Parcel 1 for school

purposes, but can envision the development of a public park easily accessible by persons utilizing Parcel 3 as an enhancement of Parcel 3;

WHEREAS Goshen Community Schools expects that the improvements of the easement area will result in a benefit for persons utilizing Parcel 3 and that the temporary easement will not result in injury to Parcel 3; and

WHEREAS instruments, approved by counsel, effecting transfer of Parcel 1 from Goshen Community Schools to the City of Goshen, Indiana, granting an easement by Goshen Community Schools to the City of Goshen, Indiana, over Parcel 2, and granting a temporary easement by Goshen Community Schools to the City of Goshen, Indiana, over the east 15 feet of Parcel 3 have been presented to the Board of School Trustees of Goshen Community Schools and approved by the Board; now, therefore,

BE IT RESOLVED that Goshen Community Schools transfer Parcel 1 to the City of Goshen, Indiana, grant said easement over Parcel 2 to the City of Goshen, Indiana, and grant said temporary easement over the east 15 feet of Parcel 3 to the City of Goshen, Indiana; and

BE IT FURTHER RESOLVED that Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana, is hereby authorized to execute on behalf of the City of Goshen, Indiana an acceptance of deed of Easement over Parcel 2 and Right of Entry Agreement providing for said temporary easement over the east 15 feet of Parcel 3.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on May \_\_\_\_, 2023.

---

Jeremy P. Stutsman, Mayor

---

Mary Nichols, Member

---

Michael A. Landis, Member

---

Barb Swartley, Member



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **EXTENSION OF COLLEGE AVENUE ROAD CLOSURE  
(JN: 2020-0036)**

DATE: May 15, 2023

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Due to continued construction activities for the East College Avenue Industrial Park, College Avenue / CR 36 has remained closed to through traffic from Century Drive to County Road 31. Abonmarche has notified the Engineering Department that a hard closure of College Avenue / CR 36 will be required east of Brinkley Way East through CR 31 from Tuesday, May 16 until Friday, July 7, 2023. Temporary road patching has been completed, so that College Avenue may be re-opened to traffic from Century Drive to Brinkley Way East.

Following additional pavement restoration, College Avenue will be re-opened to through traffic in time for the Elkhart County Fair.

An updated overall road closure map will be provided at the Board of Works meeting.

**Requested Motion: Approve the extension of College Avenue road closure, east of Brinkley Way East.**

**City of Goshen**  
**Board of Works & Safety**

\_\_\_\_\_  
Jeremy Stutsman, Mayor

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

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

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



**Engineering Department  
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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FOR TEMPORARY SPEED LIMIT REDUCTION ON E. COLLEGE AVENUE - (JN: 2020-0036)**

DATE: May 15, 2023

---

Due to continued construction activities for the East College Avenue Industrial Park and current pavement conditions, the Engineering Department is requesting the speed limit along College Avenue from Century Drive to Brinkley Way East be temporarily reduced from 45 MPH to 30 MPH. The construction speed limit will be posted within the construction zone.

A map showing the construction speed limit zone will be provided at the Board of Works Meeting.

**Requested Motion: Approve the temporary construction speed limit of 30 MPH along College Avenue, from Century Drive to Brinkley Way East.**

**City of Goshen**  
**Board of Works & Safety**

\_\_\_\_\_  
Jeremy Stutsman, Mayor

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

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

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



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **REQUEST FOR TEMPORARY SUSPENSION OF PERMIT ISSUANCE**

DATE: May 12, 2023

In early March, Comcast removed a sidewalk panel along White Blossom Dr. to complete their necessary work. While Comcast did obtain a permit for this work, they have not replaced the sidewalk panel or requested the required inspections as part of the permit. Staff reached out to them on March 27<sup>th</sup> to inform them that the panel cannot be left as is and must at least be filled with suitable aggregate and compacted as a suitable solution until the concrete panel is replaced. Staff have yet to receive a response. At this time, the engineering department is requesting permission to temporarily suspend the issuance of any permits to Comcast until the issue is resolved.

**Requested Motion: Approve the Engineering Department to temporarily suspend the issuance of any permits to Comcast.**

City of Goshen  
Board of Works & Safety

\_\_\_\_\_  
Jeremy Stutsman, Mayor

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

\_\_\_\_\_  
Mike Landis, Board Member

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



# SOUTH SIDIE

# SODA SHOP

1122 SOUTH MAIN STREET, GOSHEN, INDIANA 46526 PHONE: 534-3790

April 27, 2023

TO whom it may concern,  
we would like to request a  
meeting with the board of works  
to discuss the evaluation the boiler  
water department has sent  
regarding ordinance 4625 at  
- our restaurant.

Thank you

Nick and Charity Boyd



**FOOD SERVICE FACILITY  
GREASE TRAP INSPECTION FORM**

Facility Name: South Side Soda Shop Permit #: 89

Address: 1122 South Main Street Email: SSSS@southsidesodashop  
dincr.com

Contact Name: Nick & Charity Boyd Title: Owners/Proprietors

Inspector: Micky Reese Date of Inspect: 4/6/23  
Date: 4/10/2023

Check all boxes that apply to facility. If an item does not apply, check the "NA" box.

Does this facility have:	YES	NO	NA	
Fryers	✓			
Dishwasher	✓			✓
3-Bay Sink	✓			
Mop Sink	✓			✓
Floor drains in kitchen		✓		
Drivethrough		✓		
Washable plate service	✓			
Garbage disposal		✓		
				Connected to Trap

How is trap cleaned?  Self  Contractor # of Seats \_\_\_\_\_

If contractor, who: \_\_\_\_\_  
SIZE OF TRAP: 20 GPM: 20 POUNDS CAPACITY 40

SIZE OF TRAP: \_\_\_\_\_ GPM: \_\_\_\_\_ POUNDS CAPACITY \_\_\_\_\_

Comments: HAZARDS: According to Ordinance 4625 South Side Soda Shop is in excess of the requirements for a simple grease trap. Further interaction will be discussed. Reviewed 4625 exhibit A point system.

Signature Micky Reese



Mick Reese, Environmental Compliance Administrator  
WASTEWATER UTILITY, CITY OF GOSHEN

1000 West Wilden Avenue Goshen, IN 46528-2532

Phone (574) 534-5802 • Fax (574) 534-4350 • TDD (574) 534-3185  
foginspector@goshencity.com • www.goshenindiana.org

Board of Public works,

May 11, 2023

I visited the Southside Soda shop on April 6 2023. I met with Mr. and Mrs. Boyd. We went over the point system together. Southside Soda Shop Scores a value of 29 on Exhibit A of ordinance 4625. The facility has a grease trap connected to a dishwasher. It was evaluated that South Side Soda Shop qualifies as a Category A facility.

To my understanding, South Side Soda Shop is stating that the three-bay sink is used strictly as a hand wash sink and should be deducted from the Exhibit A evaluation. This would cut their points from 29 points to 24 points; therefore, getting the facility closer to not having to conform to a class A facility standard. The three bay Sink is currently not connected to the grease trap.

Attached:

Letter of Violation Notice

Excerpt from ordinance 4625.

Exhibit A with point summation.

Regards,

Micky Reese

A handwritten signature in cursive script that reads "Micky Reese".

Environmental Compliance Administrator

City of Goshen



Mick Reese, Environmental Compliance Administrator  
WASTEWATER UTILITY, CITY OF GOSHEN

1000 West Wilden Avenue Goshen, IN 46528-2532

Phone (574) 534-5802 • Fax (574) 534-4350 • TDD (574) 534-3185  
foginspector@goshencity.com • www.goshenindiana.org

Southside Soda Shop  
Attn: Nick and Charity Boyd  
1122 South Main Street  
Goshen IN, 46526

April 21, 2023

Mr. and Mrs. Boyd,

Upon reviewing documents of Southside Soda Shop, it has been evaluated that South Side Soda Shop is in the class A category (Ordinance 4625) for a restaurant.

This was discussed among City Department Staff. According to 4625 Exhibit A (Attached), South Side Soda Shop scores a point total of 29 points.

A term of 6 months, from the date of this notice, has been set to comply. If you choose to contest this evaluation, please contact The City for a Board of Works review. You have 30 days from the receipt of this letter, to make an appointment with the board of works. This appointment can be made by contacting the City Clerk Treasurer's Office at 574-533-8625.

Respectfully,

A handwritten signature in cursive script that reads "Micky Reese".

Micky Reese  
Environmental Compliance Administrator  
City of Goshen WWTP  
1000 West Wilden Ave.  
Goshen, In 46528

CC: Jim Kerezman, Superintendent WWTP  
Dustin Sailor, City Utility Manager  
Jeremy Stutzman, Mayor



Mick Reese, Environmental Compliance Administrator  
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## Excerpt from Ordinance 4625

### 4.07 Grease Traps/Grease Interceptors.

#### A) **Categories of Commercial Food Preparers.**

- a. Any commercial user who sells food to be consumed on site or prepares food for sale or

consumption must apply for a food service permit. At the time of original application or at the time or renewal of any existing permit, the Superintendent or a designee may require the applicant to submit information pertaining to the type of food prepared, the size of the operation, the food preparation facilities on site, and the hours of operation. Based on this information and the facility's records fog water consumption at the location, an applicant shall be given points as set forth in the schedule attached as Exhibit A.

#### B) **Category Requirements.**

- 1) Category A. Any applicant for a food service permit who is designated as Category

A must install a one thousand (1, 000) gallon grease interceptor that captures flows from all floor drains, mop sinks, dishwashers and three (3) bay sinks. However, if a Category A applicant's building occupies at least ninety-five percent (95%) of the real estate on which the building is located, the Board of Public Works and Safety may allow a mechanical grease trap of at least thirty-five (35) gpm flow rate. The food service permit shall designate the minimum frequency that the grease interceptor or mechanical grease trap is serviced. The maintenance schedule shall be set to keep the grease interceptor or mechanical grease trap, in good working order and to minimize the introduction of fats, oils and grease into the City's sewer system. All mechanical grease traps must include an alarm system to alert the user when the trap requires cleaning.

- 2) Category B. Any applicant for a food service permit who is designated as Category

B must install a grease trap that captures flows from all kitchen floor drains, mop sinks, prep sinks and three (3) bay sinks. The food service permit shall designate the minimum frequency that the grease interceptor or grease trap is serviced. The maintenance schedule shall be set to keep the grease interceptor or grease trap in good working order and to minimize the introduction of fats, oils and grease into the City's sewer system. All grease traps shall have a flow restrictor that is properly sized to meet the design flow rate of the trap.

EXHIBIT A

Categories of Commercial Food Preparers

Food service operating hours per week:

- One hundred (100) hours or more .....five (5) points
- Between fifty (50) and ninety-nine (99)..... four (4) points
- 3 Between twenty-five (25) and forty-nine (49) hours..... three (3) points
- Between fifteen (15) and twenty-four (24) hours .....two (2) points
- Less than fifteen (15) hours ..... one (1) point

Monthly flow attributable to food service by cubic feet:

- 8,021 cubic feet or more .....five (5) points
- Between 6,684 and 8,020 cubic feet ..... four (4) points
- Between 5,348 and 6,683 cubic feet ..... three (3) points
- Between 4,011 and 5,347 cubic feet .....two (2) points
- 1 Less than 4,011 cubic feet..... one (1) point

Seating capacity or maximum number of meals normally served at one time if less than seating capacity (not assessed for church facilities):

- One hundred fifty (150) seats/meals or more .....five (5) points
- Between seventy-five (75) and one hundred forty-nine (149) seats/meals..... four (4) points
- 3 Between fifty (50) and seventy-four (74) seats/meals ..... three (3) points
- Between twenty-five (25) and forty-nine (49) seats/meals .....two (2) points
- Less than twenty-five (25) seats/meals ..... one (1) point

Serving practices:

- 5 Full kitchen and serves food on dishes that are washed on site.....five (5) points
- Full kitchen and serves food on disposable dishes or dishes that are not washed on site four (4) points
- Prepares prepackaged food and serves food on dishes that are washed on site ..... three (3) points
- Prepares prepackaged food and serves food on disposable dishes .....two (2) points
- Limited use kitchen - bakery or carry-in food prep and clean-up ..... one (1) point
- 5 Deep fryer used as part of normal food preparation.....five (5) points
- Deep fryer present but not part of normal food preparation .....two (2) points
- 4 Facility has commercial dishwasher ..... four (4) points
- 5 Facility has three (3) bay sink and/or prep sink .....five (5) points
- 3 Facility has mop sink..... three (3) points
- Facility has floor drains ..... three (3) points
- Facility has drive-thru ..... one (1) point

An applicant shall be assigned a category by the Superintendent based on the following point total:

- 29 Twenty-four (24) or more points - Category A
- Six (6) to twenty-three (23) points - Category B
- Less than six (6) points - Category C

