



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

Regular Meeting Agenda

**2:00 p.m., July 17, 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 Gina Leichty**

**Approval of Minutes: July 10, 2023**

**Approval of Agenda**

- 1) Fire Department:** Affirm retirement of Sergeant Jason Miller, effective Aug. 18
- 2) Police Department:** Approve resignation of Officer Matthew Whelchel, effective July 12
- 3) Community-Pro Education request:** Street closures, street barriers and other City services for the Hispanic Heritage Month celebration, 1 p.m.-11 p.m., on Sept. 16
- 4) Downtown Goshen Inc. request:** Closure of East Washington Street, from Main Street to Fifth Street, for the Aug. 4 First Friday, in addition to the organization's original request
- 5) Rob and Rebekah Steury request:** Placement of a dumpster in the 3.5 parking spaces in front of 106 South Main Street during a 10-day demolition project
- 6) Lacasa request:** Partial closure of 8<sup>th</sup> Street, July 20, for water service installation
- 7) Water & Sewer Office:** Request to move \$2,196.06 in uncollected finalized accounts from active to collection, sewer liens and write offs
- 8) Engineering Department:** Approve agreement with Abonmarche Consulting for surveying and design services for the installation of a drywell at 1327-1329 E. Reynolds Street
- 9) Engineering Department:** Approve Change Order No. 1 for the College Avenue Bridge 410 Reconstruction and Utility Relocation in the amount of \$16,666.25

**Approval of Civil City and Utility Claims**

**Adjournment**



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD MINUTES OF THE JULY 10, 2023 REGULAR MEETING

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

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

**Absent:** none

**CALL TO ORDER:** Mayor Gina Leichty called the meeting to order at 2:00 p.m. She introduced Katy Sonner, who will serve as the Mayor's executive assistant.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the June 26, 2023 Regular Meeting. Board Member Mike Landis moved to accept the minutes as presented and the motion was seconded by Board Member Mary Nichols. Motion passed 4-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the meeting agenda as submitted by the Clerk-Treasurer's Office. Board member Landis moved to approve the agenda as presented. Board member Nichols seconded the motion. Motion passed 4-0.

### **1) Goshen Painter's Guild request: Placement of a Free Little Art Gallery at Main and Washington streets in downtown Goshen**

**Linda Wilson**, a member of the Goshen Painter's Guild, who also rents space at the Painted Finch Gallery on East Washington Street, and several artist members submitted a request for the Board's permission to place a Free Little Art Gallery (FLAG) in downtown Goshen. These small wooden artist boxes are being installed in many cities. In her written request, **Wilson** indicated that she has a donor willing to build the small gallery and donate the materials. Wilson is seeking approval for the Free Little Art Gallery to be installed in one of the planters at the corner of Washington Street and Main Street. Wilson said the project's goal "is to provide small pieces of art to anyone who wishes to choose one and also to accept small pieces of art for sharing from the public."

**Mayor Leichty** said she spoke to **Linda Wilson** earlier in the day and recommended that Wilson confirm acceptance of the proposed location for the Free Little Art Gallery with the board of the Downtown Economic Improvement District, which maintains the planters. The Mayor said that once the board confirms the location, Wilson will bring her request back to the Board of Works. She asked if there was a motion to table the request.

**Landis/Nichols moved to table the Goshen Painter's Guild request to a later date. Motion passed 4-0.**

### **Ken Beachy request: Utilities extension to 513 S. Winter Avenue**

**Mayor Leichty** observed that **Ken Beachy of 513 South Winter Ave. in Goshen**, who requested that the Board approve the extension of City utility services to a second primary structure, was not present. So, Mayor Leichty indicated that the matter would be considered later in the meeting to allow Beachy time to arrive.

### **2) Legal Department: Award contract to C.E. Hughes Milling, Inc., dba the Airmarking Co., as the lowest responsible and responsive quoter and authorize Mayor Leichty to execute the agreement for the 2023 Line Striping Project at an estimated cost of \$90,000**

**Brandy Toms**, a paralegal with the City Legal Department, told the Board that the City recently solicited quotes for the 2023 line striping project in accordance with Indiana Code § 5-22-8-3.



**Toms** said the only responsive and responsible quote received was from C.E. Hughes Milling, Inc., doing business as the Airmarking Co., at Twenty-Five Cents per linear foot for yellow line painting and Twenty-Five Cents per linear foot for white line painting. The estimated cost of this project is \$90,000.

**Landis/Nichols moved to award a contract to C.E. Hughes Milling, Inc., dba the Airmarking Co., as the lowest responsible and responsive quoter and authorize Mayor Liechty to execute the agreement for the 2023 Line Striping Project at an estimated cost of \$90,000 Motion passed 4-0.**

**3) Legal Department: Approve and authorize Mayor Leichy to execute the agreement with Martec General Construction for renovations to 1402 W. Wilden Ave. at a cost of \$32,000**

**Brandy Toms, a paralegal with the City Legal Department,** told the Board that the City purchased a building at 1402 W. Wilden Avenue to be utilized, in part, for storage space for the Utilities and Clerk Treasurer's offices.

**Toms** said some renovations need to be made to this building to comply with City Building Code and for better utilization of the space. Attached to the meeting packet for the Board's approval and to authorize Mayor Leichy to execute was an agreement with Martec General Construction for renovations at 402 W. Wilden Ave. Martec General Construction will be paid \$32,000 for these renovations.

**Landis/Nichols moved to approve and authorize Mayor Leichy to execute the agreement with Martec General Construction for renovations to 1402 W. Wilden Ave. at a cost of \$32,000. Motion passed 4-0.**

**4) Legal Department: Approve and authorize Mayor Leichy to execute the amended agreement with Cummins Sales and Service, Inc. for inspection and diagnostic testing of one additional City generator located at 308 Egbert Road, at a cost not to exceed \$459.76**

**Brandy Toms, a paralegal with the City Legal Department,** told the Board that attached to the meeting packet for the Board's approval, and to authorize Mayor Leichy to execute, was an amendment agreement with Cummins Sales and Service, Inc. for inspection and diagnostic testing of City generators. She said the parties have agreed to amend the existing contract by adding one generator, located at 308 Egbert Road in Goshen, to the planned maintenance program at a cost not to exceed \$459.76

**Landis/Nichols moved to approve and authorize Mayor Leichy to execute the amendment agreement with Cummins Sales and Service, Inc. for inspection and diagnostic testing of one additional City generator, located at 308 Egbert Road, at a cost not to exceed \$459.76. Motion passed 4-0.**

**5) Legal Department: Amendment No. 1 to Contract for Solid Waste Collection Services with Borden Waste Away Service, Inc.**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** told the Board that attached to the meeting packet for the Board's consideration and approval was Amendment No. 1 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, Inc.

**Marks** said the amendment establishes the agreed eligible residence count of 10,992 which will be effective for services beginning Aug. 1, 2023. Compensation paid to Borden for services provided from Aug. 1, 2022 through July 31, 2023 is based on an estimated eligible residence count of 11,000. This amendment also documents the amount to be deducted on the invoice for August 2023 services for the excess paid for services since August 1, 2022. She said both of these items were contemplated under the original contract.

Also included in this amendment was an additional one-time compensation to Borden totaling \$3,306.16 for services provided to residences that were not eligible for services under the contract. Although not eligible, these residences were previously receiving services from the City.



Once it was determined that the residences were not eligible for services under the contract, they were notified and given time to make other arrangements for services before the services under the City's contract were discontinued. **Board member Landis** complimented City staff for their close count of City residents covered by the agreement. **Landis/Nichols moved to approve and execute the Amendment No. 1 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, Inc. Motion passed 4-0.**

**6) Legal Department: Agreement Amendment #3 with American Structurepoint, Inc. for Quiet Zone**  
**Shannon Marks, the Legal Compliance Administrator for the City Legal Department**, told the Board that attached to the meeting packet for the Board's approval and execution was the Agreement Amendment #3 between the City and American Structurepoint, Inc.  
**Marks** said this was the continuation of services contracted for by the City to establish a railroad Quiet Zone for the Norfolk Southern Marion Line (along the Ninth Street corridor). The original agreement was in 2013, with prior amendments addressing the term of the agreement, adding services and additional compensation for those added services. This amendment adds services to implement the Quiet Zone, completing the process, and providing compensation to American Structurepoint, Inc. not to exceed \$48,495.00 for said services.  
**Landis/Nichols moved to approve and execute the Agreement Amendment #3 with American Structurepoint, Inc. as presented. Motion passed 4-0.**

**7) Legal Department: Resolution 2023-20, Interlocal Agreement with the County of Elkhart for Public Drainage Infrastructure Project**  
**Shannon Marks, the Legal Compliance Administrator for the City Legal Department** told the Board that the industrial development occurring along College Avenue, on the east side of the City, necessitates improvements to the public drainage infrastructure. The City and County will be making improvements to the public drainage infrastructure as part of the industrial development that is currently underway and the reconstruction of College Avenue that is planned for 2027.  
The proposed interlocal agreement memorializes the City and County's agreement for the initial and future improvements to the public drainage infrastructure necessitated by the industrial development along College Avenue. Resolution 2023-20 is to approve and authorize execution of the Interlocal Agreement.  
**Landis/Nichols moved to adopt Resolution 2023-20, Interlocal Agreement with the County of Elkhart for Public Drainage Infrastructure Project. Motion passed 4-0.**

**8) Engineering Department: Closures for Elkhart County to Perform Bridge Deck Sealing**  
**City Director of Public Works & Utilities Dustin Sailor** told the Board that Elkhart County was requesting various closures of bridges to perform deck sealing. These included: Bridge #411-North Main Street, north of Pike Street, for one day between July 12 and July 14, 2023 and Bridge #408-Lincoln Avenue by Roger's Park on Saturday, July 15. **Sailor** said if it rained on Saturday, July 15, the County would perform the work on Saturday, Aug. 5, to avoid closing the road during the Elkhart County Fair.  
**Landis/Nichols moved to approve the requested bridge closures on the dates specified for Elkhart County to perform bridge maintenance. Motion passed 4-0.**

**9) Engineering Department: Change Order No. 2 for 2023 Asphalt Paving Project**  
**City Director of Public Works & Utilities Dustin Sailor** told the Board that Niblock Excavating was requesting an additional 31 days be added on to the project schedule for the additional work needed on Wilson Avenue.



**Sailor** said the additional work of full depth removal, fine grading the subbase and installing base and surface was previously approved by the Board on Change Order No. 1. He clarified that Change Order 2 was for the complete paving package.

**Landis/Nichols moved to approve Change Order No. 2 to add 31 additional days to the 2023 Paving Project schedule, making the final completion date Sept. 1, 2023. Motion passed 4-0.**

**10) Engineering Department: Lane Closures on East & West Jackson Street**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that One Atlas was requesting lane closures for westbound traffic on East Jackson Street and West Jackson Street. He said the company has received right-of-way permits from the City of Goshen and INDOT for work it will be performing to put an environmental monitoring well across from the 7-11 on South Main Street. The work will be performed on July 18, and is anticipated to require one day to complete.

**Landis/Nichols moved to approve the lane closures of westbound traffic on East Jackson Street and West Jackson Street for One Atlas to install an environmental monitoring well. Motion passed 4-0.**

**11) Engineering Department: NIPSCO Lane Restriction in Front of 1828 Berkey Avenue**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that NIPSCO was asking for a lane restriction on Berkey Avenue, just east of Amberwood Drive, for Tuesday, July 18, 2023 to install a steel gas distribution emergency valve. Sailor said this work was originally planned and approved by Board of Works for June 29, but NIPSCO requested the date change due to resource issues. Flaggers will be used to allow traffic in both directions. The traffic plan was attached to the meeting agenda.

**Landis/Nichols moved to approve the lane restriction on Berkey Avenue, just east of Amberwood Drive, on July 18, 2023, to allow NIPSCO to install a steel gas distribution emergency valve. Motion passed 4-0.**

**12) Engineering Department: Parking Spot Closure by 121 W. Washington Street**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that IWM Consulting requested that the far west parking space on the north side of Washington Street, directly in front of 121 W. Washington Street, be blocked off on Wednesday, July 12, so the company can access the monitoring well located in that parking space.

**Landis/Nichols moved to approve the closure of one parking space on the north side of Washington Street in front of 121 W. Washington Street on July 12, 2023, for access to a monitoring well. Motion passed 4-0.**

**13) Engineering Department: Purl Street and 8th Street Intersection**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that as a result of the coming change of use of the former Chandler Elementary building, it is anticipated that there will be an increase in pedestrian traffic between this facility and Goshen High School. As a result, Sailor said **former Mayor Stutsman** asked the Traffic Commission to consider making the intersection at Purl Street and 8th Street an all-way stop, with the addition of stop signs installed on 8th Street at that intersection.

**Sailor** said the Indiana Manual on Uniform Traffic Control Devices specifies that multi-way stop intersections should be considered near locations that may generate significant traffic and encourages the use of traffic control at all pedestrian crossings in school zones. He said the City Traffic Commission was forwarding a positive recommendation to the Board of Public Works to install two additional stop signs on 8th Street, making the intersection of Purl Street and 8th Street an all-way stop.

**Mayor Leichty** asked if there would be additional striping across 8<sup>th</sup> Street to signify to motorists that there is a street crosswalk at that location.



**Sailor** said stop bars would be added and said there already should be crosswalk striping at that location. **Landis/Nichols** moved to approve the installation of two stop signs on 8th Street making the intersection of Purl Street and 8th Street an all-way stop. Motion passed 4-0.

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**  
**Mayor Leichy** opened Privilege of the Floor at 2:19 p.m. There was no comments from the public.

**14) Ken Beachy request: Utilities extension to 513 S. Winter Avenue**

**Ken Beachy of 511 South Winter Ave. in Goshen**, had asked the Board to approve the extension of City utility services to a second primary structure, designated as 513 South Winter Ave. In his written request, Beachy indicated that he received approval from the Board of Zoning Appeals on July 27, 2023 for a zoning variance allowing two primary buildings where only one is allowed for the construction of an approximately 714 square foot detached garage with a dwelling unit above in addition to an existing home.

**Mayor Leichy** asked if **Ken Beachy** was present. **City Assistant Planning & Zoning Administrator Rossa Deegan** responded that **Beachy** was not present, but said that he could discuss the request. Deegan said the matter could be tabled and that the Engineering Department might have objections to the request.

**Board member Landis** asked if this was a “time-sensitive” matter. **Deegan** responded, “Not for me,” promoting some laughter. Deegan said **Clerk-Treasurer Aguirre** might be able to address the issue. Aguirre said Beachy had asked that the matter be heard on July 10, and he had been advised to attend the meeting and that the Clerk-Treasurer didn’t know why Beachy was not present. **Board member Landis** said the Board could still consider the request.

**Deegan** said the property was on Winter Avenue, in a residential R-2 District. He said the project requires Engineering and Zoning clearance review before building permits can be issued. Deegan said the applicant wants to install a dwelling unit above a garage on the property. At this time, the property has a single-family home with a detached garage, and approval would allow a second unit above the garage.

**Deegan** said the request went before the Board of Zoning Appeals. He said because the garage and home are not attached, they are not one structure and multiple structures are not permitted there. Otherwise, if they were attached, he said there could be a single-family or a duplex use. Deegan said there were “no issues on the planning and zoning side of things and we recommended approval.” He said this type of development would be recommended, but he could not address the technical or utility issues.

**City Director of Public Works & Utilities Dustin Sailor** said the Engineering Department did have some comments about the request. He said the department learned that the new dwelling unit would have a separate address. He said the City ordinance allows a subordinate structure to receive City water and sewer service.

However, since the new dwelling unit will have a separate address, **Sailor** said the Engineering Department wants to make sure there’s no potential for the garage-dwelling unit to be separated from the home. Sailor said separate structures are required to have separate water and sewer utility services. Sailor said he would recommend that language be added to any Board approval to guarantee that there would not be access to separate City sewer and water service for a separate dwelling unit on the same property.

**Board member Landis** said a diagram provided showed that the home, located at 511 South Winter Avenue, and the garage, at 513 South Winter Ave., were practically touching at a corner of each structure.

**Sailor** said the Engineering Department has recently had no objections to similar requests that were approved by the Board. In those cases, he said the separate buildings were not given separate addresses. In those two cases, Sailor said the separate buildings were subordinate structures.



**Board member Landis** asked how the garage-dwelling unit on Winter Avenue could ever be sold since it's so close to the home. **Sailor** responded that he didn't know, but noted that attached condominiums are sold.

**Board member Landis** asked what language could be added to the Board's approval to address Sailor's concerns and ensure the garage was not someday sold as a separate dwelling unit. **Sailor** responded that he discussed the matter with **City Attorney Bodie Stegelmann**, and noted that actions by the Board of Works and Board of Zoning Appeals do not appear on title searches. Sailor said Stegelmann had some thoughts on what could be done.

**City Attorney Stegelmann** said he and **Sailor** discussed the possibility of recording minutes to show, on the public record, that Sailor had a concern that a subordinate unit would not be able to get separate City water and sewer service. Stegelmann said other steps could be taken, but indicated that Sailor had suggested that any approval of this request could include the caveat that if two lots were ever created on this property, and the garage was ever separated from the house, the City could not guarantee separate service.

**Board member Landis** said at this point, the garage unit would be tied to the house permanently for water and sewer service. **Sailor** said this was done for a house on 5<sup>th</sup> Street; the Board of Zoning Appeals granted water and sewer service to a subordinate structure on the condition that the structures could never be separated. Sailor said that provision was not included in the Board of Zoning Appeals' approval for the Winter Avenue property.

**Board member Swartley** asked if there was adequate square footage at 511 South Winter Avenue to separate the house and the garage and its dwelling unit at 513 South Winter Avenue. **Sailor** said he didn't know, but was basing his recommendation on the City ordinance that specifies that only subordinate structures can receive water and sewer service from the same account. Sailor said he wanted the proposed provision included.

There were no further comments or questions from the Board.

**Landis/Nichols moved to allow City utility services to be extended to the improvement at 513 South Winter Ave., to the new building, with the caveat that after this approval, the City could not guarantee that services could directly be provided to the additional unit. Motion passed 4-0.**

**At 2:27 p.m., Mayor Leichty temporarily closed the Board of Works & Safety meeting and convened the City of Goshen Stormwater Board to consider one Stormwater agenda item.**

## **CITY OF GOSHEN STORMWATER BOARD MINUTES OF THE JUNE 26, 2023 REGULAR MEETING**

***Convened at 2:27 p.m. in the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana***

**Members Present:** Mayor Leichty, Mike Landis and Mary Nichols

**Members Absent:** none

### **15) Stormwater Department: Municipal Separate Storm Sewer System (MS4) General Permit Notice of Intent Amendment (JN: 2002-0039)**

**City Stormwater Coordinator Jason Kauffman** said the City of Goshen is classified as a municipal separate storm sewer system (MS4) community and complies with the Indiana Department of Environmental Management's MS4 general permit, which went into effect on Dec. 18, 2021. The Mayor is identified as the MS4 Operator for the City of Goshen and due to the recent change in the Mayor's Office the City must update its Notice of Intent by submitting an amendment.



**Kauffman** said the amendment, which was a letter attached to the agenda packet, described the change in the Mayor's Office. The letter also included an update in the MS4 Representative contact information found in Appendix B, due to a change in the Stormwater Specialist position.

The Goshen Stormwater Department requested that the Stormwater Board approve having Mayor Leichthy co-sign the letter along with Stormwater Coordinator, Jason Kauffman. The signed letter will be submitted to the IDEM Stormwater Section, Office of Water Quality within the required 30-day timeframe after a change in the MS4 Operator. **Kauffman** said the letter also included an updated City permit number.

**Landis/Nichols moved to approve Mayor Leichthy co-signing the MS4 NOI Agreement Letter to stay in compliance with the Indiana Department of Environmental Management's MS4 general permit requirements. Motion passed 3-0.**

**Mayor Leichthy adjourned the City of Goshen Stormwater Board and reconvened the Board of Works & Public Safety meeting at 2:29 p.m.**

#### **Approval of Civil City and Utility Claims**

**As all matters before the Board of Public Works & Safety were concluded, Mayor Leichthy/Board member Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.**

#### **Adjournment**

**Mayor Leichthy adjourned the Board of Works meeting at 2:29 p.m.**

**APPROVED:**

---

**Mayor Gina Leichthy**

---

**Mike Landis, Member**





---

Mary Nichols, Member

---

Barb Swartley, Member

ATTEST:

---

Richard R. Aguirre, City of Goshen Clerk-Treasurer



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**

209 North Third Street • Goshen, IN 46526-3201

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

July 17, 2023

To: Board of Works and Public Safety

RE: Sergeant Jason Miller Retirement

From: Chief Danny Sink

After 20 years of dedicated service to the Goshen community, **Sergeant Jason Miller has submitted his letter of intent to retire, effective August 18, 2023, and I ask that you affirm Jason's retirement from GFD.**

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



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley

Date: July 17<sup>th</sup>, 2023

From: Chief Jose' Miller

Reference: Request to Accept Officer Matthew Whelchel #224 Resignation

I am requesting for the Board of Public Works and Safety to approve the resignation of Officer Matthew Whelchel #224 effective Wednesday July 12<sup>th</sup>, 2023. On the morning of July 12<sup>th</sup>, 2023, Officer Whelchel requested to speak with me and informed me he wished to resign. Later in the morning, he provided me with his written resignation.

He indicated that he has been struggling with the stresses of the job for a while and has not been able to move past those issues. He decided at this time in life the profession of law enforcement is not right for him. I would like to thank Officer Whelchel for the time he did serve and wish him only the best in his future endeavors.

Respectfully,

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

Jose' Miller #116  
Chief of Police  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**

To whom it may concern,

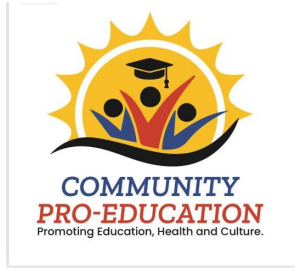
I would like to formally submit my resignation from the Goshen Police Department effective 07/12/2023. I have been struggling with the job for a while now and I kept trying to convince myself that I could work my way through it but the stress of the job is more than I can handle at this time. I am sure that law enforcement is something that I still would like to do with my life, but I do not believe now is the right time for me.

I am very grateful for the opportunities I have had at this department and I appreciate all the work that has gone into trying to make me the best officer I can be. I would like to stress that this is nothing personal against the Goshen Police Department, and if I am able to overcome this obstacle in my life I would possibly be interested in returning as an officer if you would have me.

Thank you,

A handwritten signature in black ink that reads "Matthew Whelchel". The signature is written in a cursive style with a large, looped initial 'M'.

Matthew Whelchel



July 6, 2023

Dear Richard Aguirre, Clerk-treasurer and Board of Works & Safety,

Every year from September 15 to October 15, Americans celebrate National Hispanic Heritage Month by appreciating the community's history, heritage, and contributions of the ancestors of American citizens who came from Mexico, Spain, the Caribbean, and South- and Central America. September 15 is set as the starting date for the month as it is important for many reasons. It is the independence anniversary for Latin American countries El Salvador, Guatemala, Costa Rica, Nicaragua, and Honduras. Hispanic Americans have been integral to the prosperity of the U.S. Their contributions to the nation are immeasurable, and they embody the best of American values. The Hispanic Heritage Festival is an opportunity to celebrate Hispanic American's contributions to the U.S. Having the festival in downtown Goshen is a wonderful venue to celebrate Hispanic Heritage Month.

This year Community-Pro Education is pleased to announce the 3<sup>rd</sup> Annual Hispanic Heritage Month Celebration on Saturday, September 16, 2023, at the Goshen Downtown from 1:00 p.m. to 11:00 p.m.

Last year's event brought over 9000+ individuals and families to Downtown Goshen for the Hispanic Heritage Festival. This year we expect 11,000+ to attend this celebration. It is envisioned that there will be more attendees this year and we are excited to showcase our downtown area to our festival visitors

Our request to the Board of Works is to close Jefferson Street from 3<sup>rd</sup> Street to the North/South Alley on the West side of Main Street. And close Main Street from Jefferson Street to Lincoln Ave. Washington Street East and West will serve as table space and performer practice area. Washington and Main St. will serve as the main stage event for the performance bands and folkloric dancers We have attached a map. This festival setup worked well last year and we would like to expand the vendor space this year. We request closure of all of the streets listed in the map at 7:00 am on the day of the event.

We request street barriers E Washington St and Main, Lincoln Ave and Main, Jefferson and S 3<sup>rd</sup> and Jefferson to the 3<sup>rd</sup> St. The open area on the west side of Jefferson will serve as the parking for the horses and riders. We also request trash bins on Jefferson Street in the empty parking area across from El Baresito. Community Pro-Education will work to provide private security officers and contract with three off-duty Goshen Police Department officers. We will have security officers and police officers presence on Main/Lincoln and Madison and Main from 3pm-11pm.

Thank you for your time and consideration,

Manuel Cortez  
Board of Directors President  
Community Pro-Education

Antique Mall  
Not too busy



S Main St

Biebs & Ash  
Top rated



Lincolnway S



Embassy Cof  
Less busy than u



gton St

BEER GARDEN

SPONSOR & VIP SECTION

STAGE

Entertainment set-up area

Entertainment parking

E Washington

Fables Books  
Book store



15



stant Spring



Universal Tama  
Mexican

Horses

son St

S Main St

E Jefferson S



324 S 5th St. Goshen, IN 46528  
amanda@eyedart.com  
(574) 203-2034 ext. 2

Board of Works Request  
Jun 29, 2023

Downtown Goshen Inc. is requesting closures for the August 4th First Friday in addition to our original request.

1. What parking spaces/streets do you want to close/use? East Washington from Main Street to Fifth Street.
2. Why do you want to close them? What activities will take place? Downtown Goshen First Fridays - food trucks and vendors
3. When do you want to start the closure, and when will the closure end? 8 am to 10 pm
4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? There are businesses on the street affected by the closure. They will be informed of our intent to attend the next Board of Works meeting in case of any concerns. These street closures can also be found online at [downtowngoshen.org](http://downtowngoshen.org).
5. Do you require any barricades from the Street Department to accomplish the closure for your event? Yes we will need barricades at each end of our closures.

Thank you for your consideration.

Amanda McMahan  
Event Coordinator  
Eyedart Creative Studios



**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

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

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

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

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** July 17, 2023  
**Subject:** Request to place a dumpster in the 3.5 parking spaces in front of 106 South Main Street for a 10-day demolition project

***The Clerk-Treasurer received the following request on July 12, 2023:***

The need for this request is that we recently purchased the building at 106 South Main and to transform the space into our vision of the interior, it requires a renovation including removal of much of the current inside – carpet, drop ceiling, etc. – to the degree that a large dumpster is needed.

I have attached a drawing of our proposed placement. In reality, however, we would also be OK with using any of the parking spaces directly in front of our building at 106 South Main Street. There is not an accessible alley to the side or back of the building, which is also why we are requesting the use of the parking spaces on the street in front.

As you can see, there are 3 spaces directly in front of our property, but continuing to the corner north of our building, there is an additional space, making a total of 4 spaces with the additional of non-parking space. The dumpster in question will be 8' x 22' (the height could vary depending on size), but the 8x22 stays constant. At that size, you can see that it will not fill all of 3 parking spaces but would not be able to fit entirely into 2.

With regards to a timing and duration of this request, I spoke with Borden Waste as to the availability of these dumpsters and they told me that the lead time on one is usually 1.5 - 2 weeks out. So, if approved, I would think we are talking around the first week of August or somewhere around there. But would opt for a running approval so we would be ready to have it delivered as soon as Borden has one available. Borden informed me that the rental of the dumpster would be for 10 days delivery to pickup with overage charges after that. Our intention would be that it sits no longer than the ten-day allotment.

We do not have a business name as of yet however my and my wife's names are:

**Rob and Rebekah Steury**

**Phones 574.903.1795 and 260.463.1021**

**Emails: [rob.steury@gmail.com](mailto:rob.steury@gmail.com) and [Rebekah.steury@gmail.com](mailto:Rebekah.steury@gmail.com)**

Please let me know if you have any further questions for me. We would be available to join the Board of Works and Safety meeting this coming Monday the 17th.

Thank you. Have a great day!





**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

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

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

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

***Please review the following photo of the proposed dumpster placement***





**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

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

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

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

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** July 17, 2023  
**Subject:** Request from Lacasa for partial closure of 8<sup>th</sup> Street, on July 20, 2023,  
for the installation of new water service at 214 South 8<sup>th</sup> Street

***The Clerk-Treasurer received the following request on July 14, 2023:***

I am working towards getting a new water service installed at 214 S. 8<sup>th</sup> St. Despite my best efforts to line it up in time to get on the formal agenda for the BOW, our contractor can do it next Thursday only.

Can I get on the BOW agenda to ask for a partial closure of 8<sup>th</sup> St. next Thursday the 20<sup>th</sup>? It will only be a one day thing and we won't have to close the road.

I have attached the site plan detailing the work being done and the extent of the closure. I have also filed for the ROW permit this morning.

Thanks.



*Strong foundations.*

*For everyone.*

**Brad Hunsberger**

VP Real Estate Development

O: (574) 533-4450 ext. 25

M: (574) 370-3985

202 N. Cottage Ave.

Goshen, IN 46528

[Brad.hunsberger@Lacasainc.net](mailto:Brad.hunsberger@Lacasainc.net)

[www.lacasainc.net](http://www.lacasainc.net)

# LA CASA - 214 S. 8th STREET - REMODEL

214 S. 8TH STREET

GOSHEN, INDIANA

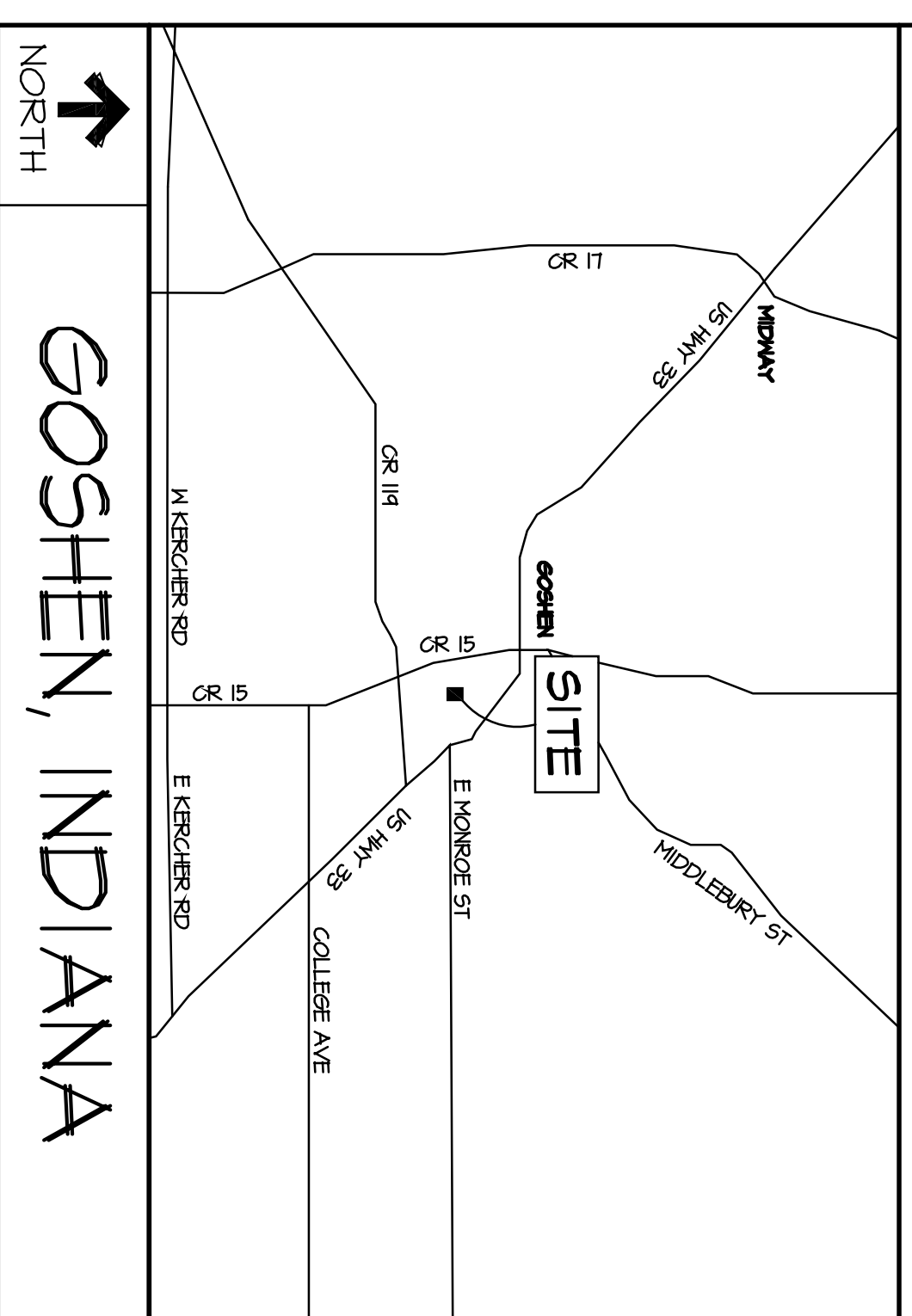
## CODE DATA:

BUILDING AREA:	2,504 SQ.FT. TOTAL
FIRST FLOOR	1,412 SQ.FT. (EXISTING)
SECOND FLOOR	853 SQ.FT. (EXISTING) 184 SQ.FT. (ADDITION)
OCCUPANCY GROUP	R-2 2,504 SQ.FT. (TOTAL BOTH FLOORS)
NUMBER OF STORIES	TWO
TYPE OF CONSTRUCTION	V-B
FIRE SUPPRESSION	NONE

NOTE 1:  
EXISTING BASEMENT SHALL NOT BE OCCUPIED BY TENANTS OR USED FOR STORAGE. SPACE IS TO UTILIZED FOR MECHANICAL EQUIPMENT SPACE ONLY.

NOTE 2:  
IN REGARDS TO CONCHECK, ALL CEILING AND WALL CAVITIES SHALL BE FILLED WITH R-3/INCH MINIMUM INSULATION. NEW LIGHT FIXTURES, SPACE AND WATER HEATING APPLIANCES TO BE REPLACED

## SITE LOCATION MAP



## SHEET INDEX:

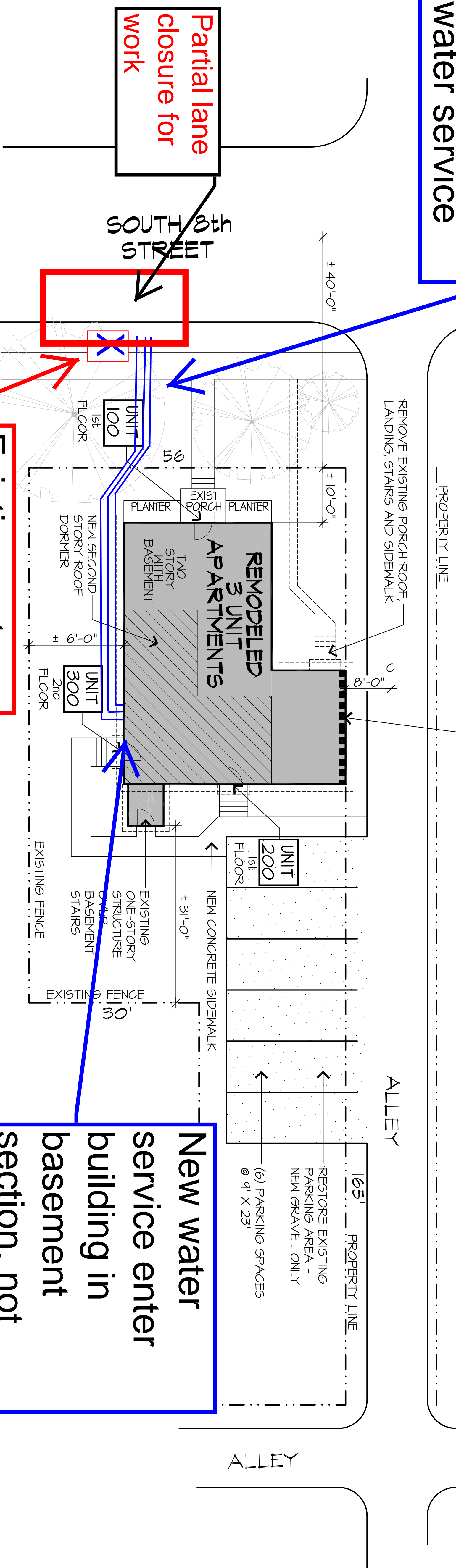
GS	ARCHITECTURAL SITE PLAN
X1	EXISTING FLOOR PLANS
X2	EXISTING EXTERIOR ELEVATIONS
D1	DEMOLITION FLOOR PLANS
D2	DEMOLITION EXTERIOR ELEVATIONS
GN	GENERAL NOTES
A1	BASEMENT FLOOR PLAN
A2	FIRST FLOOR PLAN
A3	SECOND FLOOR PLAN
A4	EXTERIOR ELEVATIONS
A5	EXTERIOR ELEVATIONS
P1	PLUMBING PLANS
M1	HVAC PLANS
E1	ELECTRICAL PLANS
S1	SECOND FLOOR PLAN

One new 1.5" water service

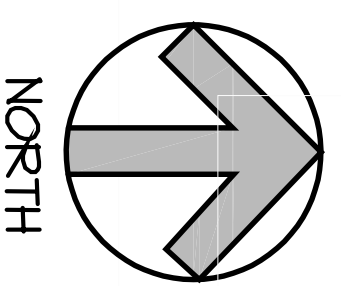
Partial lane closure for work

Existing water service to be abandoned.

New water service enter building in basement section, not crawlspace.



ONE-HOUR RATED EXTERIOR WALL. (SEE FIRE-RESISTIVE NOTE ② ON SHEET GN) EXISTING EXTERIOR WALL SHALL HAVE A FIRE-RESISTANCE RATING OF 1-HOUR BASED ON FIRE SEPARATION DISTANCE PER TABLE 602. (RATED FROM BOTH SIDES) NOTE THAT NO OPENINGS ARE PROVIDED.



SITE PLAN

SCALE: 1" = 20'-0"

DATE	REVISIONS	BY
3-15-22	RELEASED FOR STATE PLAN REVIEW	AKE
3-24-22	SCALE ADDED TO DRAWINGS	AKE
	BUILDING DATA INFO REVISED	
12-27-22	POST-DEMO REVISIONS	AKE

PROJECT TITLE  
214 S. 8th STREET

OWNER  
LA CASA, INC.  
202 N. COTTAGE AVENUE  
GOSHEN, INDIANA

DATE  
1-4-22  
JOB NO.  
122  
DRAWN BY  
AKE  
CHECKED BY

C1

SHEET NUMBER



**\*\*\*REQUEST\*\*\***

**DATE: Monday, July 17, 2023**

**TO: GOSHEN BOARD OF WORKS**

**FROM: GOSHEN WATER & SEWER  
KELLY SAENZ**

**RE: UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$5,541.74**  
Collection letters were sent out and payments of **\$3,345.68** had been collected.

The **uncollected amount equals \$2,196.06**

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

These are accounts for the most part were finalized thru **Friday, April 14, 2023**

**WATER: \$1,306.89**  
**SEWER: \$889.17**

## TOTALS

REPORT TOTAL		\$5,541.74
BPS TOTAL	<b>\$1,294.03</b>	\$4,247.71
COUNTY TOTAL	<b>\$872.07</b>	\$3,375.64
W-WRITE OFF	<b>\$12.86</b>	\$3,362.78
S-WRITE OFF	<b>\$17.10</b>	\$3,345.68
PAYMENT TOTAL	<b>\$3,345.68</b>	\$0.00
AGREEMENT TOTAL		



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **AGREEMENT FOR SURVEYING & DESIGN SERVICES AT 1327-1329 E. REYNOLDS - JN: 2020-0017**

DATE: July 17, 2023

---

Attached is an Agreement with Abonmarche Consultants for surveying and design services for a drywell at 1327 & 1329 E. Reynolds Street in the amount of \$4,650.00. When the City reconstructed E. Reynolds Street, the roadwork impacted the onsite drainage at 1327 & 1329 E. Reynolds Street. It was then agreed upon the City would design and install improvements to drainage.

**Requested Motion: Approve the Agreement with Abonmarche Consulting in the amount of \$4,650.00 for surveying and design services for the installation of a drywell at 1327-1329 E. Reynolds Street.**

**AGREEMENT**  
**Professional Surveying Services**  
**For A Drywell System for 1327-1329 E. Reynolds Street, Goshen.**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2023, by and between **Abonmarche Consultants, Inc.** (“Contractor”), whose mailing address is 303 River Race Dr., Unit 206, Goshen, Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

**Section 1. Scope of Services.**

Contractor shall provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to survey, evaluate, and design a new drywell system to alleviate water ponding at 1327 and 1329 East Reynolds Street, Goshen, Indiana (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Contractor will perform a topographic survey of the two driveways, adjacent lawn, and adjacent street to locate existing features and elevations.
- (B) Upon completion of the field survey, Contractor will create a single sheet showing the existing conditions, elevations, drainage calculations, proposed drywell system with stone surround, and any re-grading and concrete drive replacement needed.
- (C) Contractor will design an appropriate stone surround for a typical 1,200 or 1,800 gallon drywell.
- (D) Contractor agrees to use the county soil survey’s estimated permeability rate.

**Section 2. Effective Date; Term.**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor anticipates the project would take approximately six (6) to seven (7) weeks following the execution of this agreement to complete

**Section 3. Compensation.**

City will pay Contractor a lump sum of Four Thousand Six Hundred Fifty Dollars (\$4,650) for the duties performed in accordance with the scope of services of this agreement.

**Section 4. Payment.**

- (A) City shall pay Contractor for professional surveying services satisfactorily completed under this agreement.

- (B) Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Engineering Department  
204 E. Jefferson Street, Ste 1  
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Abonmarche is required to have a current W9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

### **Section 5. Ownership of Documents.**

City acknowledges Contractor's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

### **Section 6. Independent Contractor.**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

### **Section 7. Non-Discrimination.**

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



## **Section 8. Employment Eligibility Verification.**

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

## **Section 9. Contracting with Relatives.**

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

## **Section 10. Indemnification.**

Contractor shall indemnify and hold harmless the City of Goshen and City's officers and employees from and against liability, damages or injuries to the extent caused by the negligent act or omission of the Contractor, its officers and employees and others for whom Contractor is legally liable in the performance of services under this agreement. Such indemnity shall be limited by the amount of insurance coverage required under this agreement.

## **Section 11. Force Majeure.**

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

## **Section 12. Default.**

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

## **Section 13. Termination.**

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

## **Section 14. Notice.**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses,

or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

Contractor: Abonmarche Consultants, Inc.  
303 River race Drive, Unite 206  
Goshen, IN 46526

### **Section 15. Subcontracting or Assignment.**

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

### **Section 16. Amendments.**

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

### **Section 17. Waiver of Rights.**

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

### **Section 18. Applicable Laws.**

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

### **Section 19. Miscellaneous.**

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of these agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**Section 20. Severability.**

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

**Section 21. Binding Effect.**

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

**Section 22. Entire Agreement.**

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

**Section 23. Authority to Execute.**

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

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

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

**Abonmarche Consultants, Inc.**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Bradley E. Mosness, PE  
Vice President

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

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



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **COLLEGE AVE. BRIDGE 410 UTILITY RELOCATION  
CHANGE ORDER NO. 1**

DATE: July 17, 2023

---

Existing utility alignments prevented the connection of the proposed 12 in. water main to the existing water main as planned, and pipe diameters for existing water services did not match those on the project plans. Change Order No. 1 includes pricing for fittings and water main necessary to make connections to the existing water main and existing services.

Change Order No. 1 also includes upsizing of storm structures and adding a heavier-duty pavement section expanded to include all of College Avenue in anticipation of a longer period under traffic before the County bridge project begins. Limestone aggregate was also needed to restore shoulder areas impacted by construction. It also extends the substantial completion date from April 4, 2023 until May 3, 2024, as the final lift station equipment installation will occur sometime in April 2024.

**Requested Motion: Approve Change Order No. 1 for the College Avenue Bridge 410 Reconstruction and Utility Relocation in the amount of \$16,666.25, bringing the total Contract to \$1,701,943.75, an increase of .99%.**

**CHANGE ORDER FORM**

Pg 1 of 4

Change Order No. 1  
Date: 7/17/2023

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

OWNER: City of Goshen  
PROJECT NAME: College Avenue Bridge No. 410 Reconstruction and Utility Relocation  
PROJECT NUMBER: 2018-0022  
CONTRACTOR: Niblock Excavating, Inc.

**I. DESCRIPTION OF WORK INVOLVED**

Existing utility alignments prevented the connection of the proposed 12 in. water main to the existing water main as planned, and pipe diameters for existing water services did not match those on the project plans. Change Order No. 1 includes pricing for fittings and water main necessary to make connections to the existing water main and existing services.

Change Order No. 1 also includes pricing for upsizing from a 48" to a 60" storm structure; upsizing the valve vault from 72" to a 96" structure; increasing the wet well hatch size from 36" x 48" to 36" x 60"; and a credit for 12" EZ valves, which were provided by Goshen Water. The larger storm structure was needed in order to better fit the existing 24" storm pipes. The larger valve vault was needed to better fit all proposed equipment and allow for room for maintenance. A larger hatch was advisable to allow easier removal of proposed pumps for maintenance, as well as allow for the possibility of installing larger pumps in the future.

The heavier-duty pavement section was expanded to include all of College Avenue, in anticipation of a longer period under traffic before the County bridge project begins. Limestone aggregate was also needed to restore shoulder areas impacted by construction. Both these costs are included in Change Order No. 1, as well.

Due to extended lead times and changes in Engineering project management, it is anticipated the final lift station equipment installation will occur sometime in April, 2024. In order to account for this additional time, Change Order No. 1 extends the date of substantial completion from April 4, 2023 until May 3, 2024.

CO1.1	Water Main Tee, 12 in. x 8 in.	1 EA	@	\$1,900.00	-----	\$1,900.00
CO1.2	Water Main Reducer, 12 in. x 10 in.	1 EA	@	\$1,183.00	-----	\$1,183.00
CO1.3	Water Main Elbow, 90°, 12 in.	2 EA	@	\$1,500.00	-----	\$3,000.00

## CHANGE ORDER FORM

Pg 2 of 4

Change Order No. 1

CO1.4	Water Main Elbow, 45°, 10 in.	2 EA	@ \$1,486.00	-----	\$2,972.00
CO1.5	Water Main Elbow, 11.25°, 8 in.	1 EA	@ \$1,300.00	-----	\$1,300.00
CO1.6	Water Main Solid Sleeve, 10 in.	1 EA	@ \$1,052.00	-----	\$1,052.00
CO1.7	Water Main Solid Sleeve, 8 in.	1 EA	@ \$1,150.00	-----	\$1,150.00
CO1.8	Water Main, DI, 10 in.	6 LFT	@ \$86.00	-----	\$516.00
CO1.9	Water Main, DI, 8 in.	5 LFT	@ \$76.00	-----	\$380.00
CO1.10	Water Main Gate Valve, 8 in.	1 EA	@ \$2,575.00	-----	\$2,575.00
CO1.11	EZ Valve, 12 in. (Credit) Goshen Water provided insertion valves	3 EA	@ -\$12,070.00	-----	-\$36,210.00
CO1.12	Storm Sewer Manhole, 60 in.	1 EA	@ \$7,500.00	-----	\$7,500.00
CO1.13	HMA Base, Additional Heavy Duty	210 TON	@ \$97.50	-----	\$20,475.00
CO1.14	Tracer Wire Access Pit	4 EA	@ \$70.00	-----	\$280.00
CO1.15	Upsize Valve Vault and Wet Well Hatch	1 LS	@ \$4,032.35	-----	\$4,032.35
CO1.16	Compacted Aggregate, Topcoat, No. 53 Limestone	39.66 TON	@ \$115.00	-----	\$4,560.90
				Subtotal -	\$16,666.25

# CHANGE ORDER FORM

Pg 3 of 4

Change Order No. 1

## II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$1,685,277.50
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 1 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement	\$1,685,277.50
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$16,666.25
5. Amount of Contract, including this supplemental	\$1,701,943.75
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$16,666.25
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)	0.99%

## III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended~~/~~reduced~~ by 395 calendar days, making the final completion date May 3, 2024.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.



CHANGE ORDER FORM

Pg. 4 of 4

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE

 7.14.23

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

ACCEPTED: CONTRACTOR

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title