



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

Regular Meeting Agenda

**2:00 p.m., October 16, 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: October 9, 2023**

**Approval of Agenda**

- 1) Opening sealed bids:** Reliance & Peddlers Village Road Improvements project
- 2) Opening of proposals:** Regent Square Court Redevelopment Property
- 3) Police Department request:** Approve the promotion of Austin M. Everage #187 from the rank of Lieutenant to Captain
- 4) Police Department request:** Approve the promotion of Nicolas M. Kauffman #174 from the rank of Sergeant to Captain
- 5) Police Department request:** Approve the hiring of Nicholas R. Perry for the position of probationary patrol officer
- 6) Dale Klassen/Bev Lapp request:** Approve credit on future water bills at 417 Gra-Roy in the amount of \$217.90
- 7) Water & Sewer Office request:** Move \$2,974.04 in uncollected finaled accounts from active to collection, sewer liens and write offs
- 8) Legal Department request:** Approve the license and service agreement with Blue Dot Equity, LLC, for the installation of an information kiosk downtown on the sidewalk near Main and Washington streets



**9) Engineering Department request:** Approve an extension of the road closure of College Avenue near Horn Ditch Bridge until Monday, Nov. 6, 2023

**10) Engineering Department request:** Accept the drainage plan for the Keystone Square Fifteenth

**11) Engineering Department request:** Approve the Mayor to sign Change Order No. 5 for a cost increase of \$171,401.00, with 473 additional days added to the contract for the Wastewater Treatment Plant (WWTP) Improvements Project

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD MINUTES OF THE OCTOBER 9, 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, Orv Myers and Barb Swartley

**Absent:** Mary Nichols

**CALL TO ORDER:** Mayor Gina Leichty called the meeting to order at 2:02 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Oct. 2, 2023 Regular Meeting prepared by Clerk-Treasurer Aguirre. Board Member Mike Landis moved to accept the minutes as presented and the motion was seconded by Board Member Barb Swartley. Motion passed 4-0.

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

### **1) Downtown Goshen, Inc. request: Approve a time change to the street closures requested for the Holiday Light Parade route for First Friday on Nov. 3, 2023**

On behalf of **Downtown Goshen Inc., Amanda McMahan, Event Coordinator for Eyedart Creative Studios**, asked the Board to approve a time change for the street closures requested for the Nov. 3, 2023 First Friday parade. **McMahan** asked to a change the time of the street closures for the Holiday Light Parade to 4 p.m. to 8 p.m. except for the intersections of Lincoln and Main streets and Main and Fifth streets, which will be closed starting at 6 p.m.

**Mayor Leichty** said **McMahan** had extensive conversations with City Department heads about this request.

In a memorandum to the Board, **McMahan** wrote that there are businesses on the street affected by the closure that will be informed of the closure. She wrote that the requested street closures can also be found online at [downtowngoshen.org](http://downtowngoshen.org). She added that organizers will request barricades from the City Street Department.

**Landis/Swartley** moved to grant **Downtown Goshen, Inc. permission for the requested street closures for all but the two intersections noted from 6 p.m. to 4 p.m. on Nov. 3, 2023 for the Holiday Light Parade. Motion passed 4-0.**

### **2) Legal Department request: Approve agreement with Elkhart Fraternal Order of Police Lodge 52, Inc**

**City Attorney Bodie Stegelmann** told for the Board that the City and the Elkhart Fraternal Order of Police (FOP) Lodge 52, Inc. have concluded negotiations for a new two-year collective bargaining agreement.

The **City Attorney** said a memorandum included in the Board's agenda packet had a summary of the changes in the contract. He said he wasn't involved in the negotiations, but that the **Mayor** and **Police Chief José Miller** were involved in the negotiations and would be able to answer questions about the agreement.

**The Legal Department provided the following summary of the contract changes:**

**Term** – The term of the new agreement is from January 1, 2024 through December 31, 2026. The parties agree to commence negotiations 120 days before August 1, 2026 to modify or amend the agreement.



**Wages – Wages for the covered positions will be as follows:**

POSITION	2024	2025	2026
Captain	\$77,557	\$79,884	\$82,281
Lieutenant	\$72,519	\$74,695	\$76,936
School Resource Officer**	\$72,519	\$74,695	\$76,936
Detective	\$72,519	\$74,695	\$76,936
Sergeant	\$70,471	\$72,585	\$74,763
Patrol Officer	\$68,045	\$70,086	\$72,189
Probationary Patrol Officer	\$60,386	\$62,198	\$64,064

If the City receives new revenue stream(s) that would make available revenues for public safety wages, either party may request to open only wages by providing written notice.

**Health Insurance** – The employee’s share of the weekly contribution for the health insurance premium is \$101.42 of \$507.08 in 2024; \$106.48 of \$532.40 in 2025; and not to exceed \$112.86 of not to exceed \$564.30 in 2026.

**Overtime/Compensatory Time/Hours of Employment and Days Off** – In the event that the regular workday is extended pursuant to Article XIX, the references made to 9 hours in a workday, 81 hours in a 14-day work period, and the number of workdays in a two-week rotation period, will be updated.

Under Article XIX, the Chief may propose an alternate shift schedule which will be presented to the Lodge for review, a trial period, and a vote.

**Department Strength** – The Chief may propose hiring part-time and/or civilians on a permanent basis which will also be presented to the Lodge for review and a vote.

**Holiday Compensation** – Employees will receive the regular daily wage multiplied by the number of holidays for the calendar year as established by the Common Council, but not less than 11 days.

**Funeral Leave** – In the event of a death in the employee’s immediate family, the employee will be granted three, 9-hour workdays off without loss of pay within the first calendar year immediately following the death. (This was previously within 14 days of the death.)

**Longevity Increase** – Language was clarified to match actual practice.

**Secondary Employment** – The suggested rate of pay for secondary employment is increased to \$40.00 per hour.

**Hiring Bonus** – To be eligible for a hiring bonus, an officer must have separated from another Indiana law enforcement agency as an active reserve officer or paid police officer within 24 months. (This was previously 12 months.)

**Mayor Leichy** said the negotiations were productive.

**Landis/Swartley moved to approve and execute the agreement with the Elkhart FOP Lodge 52, Inc. for 2024 through 2026. Motion passed 4-0.**

**3) Engineering Department request: Approve the partial closure of 10th Street, from Jackson to Reynolds streets, Oct. 16-31, 2023**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that Niblock Excavating has requested permission to close South 10th Street to through traffic from East Jackson Street to East Reynolds Street.

**Sailor** said intersections within the closure will remain open, but flaggers may need to direct traffic at times. The road will be closed from Monday, Oct. 16 until Tuesday, Oct. 31. On-street parking will be restricted during this time.

**Sailor** said Niblock Excavating is requesting this closure to complete planned tree removals in preparation for the Tenth Street Reconstruction project. A map of the closure area was attached to the Board’s meeting packet.

**Landis/Swartley moved to approve the closure of 10th Street, from Jackson Street to Reynolds Street, from Oct. 16 to Oct. 31, 2023. Motion passed 4-0.**



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

**Mayor Leichty opened Privilege of the Floor at 2:07 p.m. There were no comments from the public.**

**At 2:07 p.m., Mayor Leichty temporarily closed the Board of Works & Safety meeting and convened the City of Goshen Stormwater Board to consider two agenda items.**

## **CITY OF GOSHEN STORMWATER BOARD MINUTES OF THE Oct. 9, 2023 REGULAR MEETING**

***Convened at 2:07 p.m. in the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana***

**Members Present:** Mayor Leichty and Mike Landis

**Members Absent:** Mary Nichols

### **4) Accept post-construction stormwater management plan for the Lippert ICC Building Relocation project**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that the developer of the Lippert ICC Building Relocation project, located at 3308 and 3340 Corrie Drive, has submitted a sufficient post-construction plan amendment that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

**Sailor** said this is the second amendment to an existing post-construction stormwater management plan that was accepted by the Stormwater Board on March 31, 2014, for the Lippert Components County Road 40 Site project (JN: 2012-2027) and the first amendment accepted by the Stormwater Board on April 16, 2018, for the Lippert Components Beamline Facility project (JN: 2017-2057).

The Stormwater Department requested the Stormwater Board's acceptance of the plan.

**Landis/Mayor Leichty moved to accept the post-construction stormwater management plan for the Lippert ICC Building Relocation project as it has been found to meet the requirements of City Ordinance 4329 Motion passed 2-0.**

### **5) Accept post-construction stormwater management plan for Lippert Components Corrie Drive Parking Lot**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that the developer of the Lippert Components Manufacturing, Inc. Corrie Drive Parking Lot, affecting one (1) or more acres of land and located south of at 3122 Sourwood Drive, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requested the Stormwater Board's acceptance of the plan.

**Landis/Mayor Leichty moved to accept the post-construction stormwater management plan for Lippert Components Corrie Drive Parking Lot as it has been found to meet the requirements of City Ordinance 4329. Motion passed 2-0.**

**Mayor Leichty adjourned the City of Goshen Stormwater Board and reconvened the Board of Works & Public Safety meeting at 2:10 p.m.**



6) Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 419 North Fifth St. (Ronald E. Davidhizar, property owner)

At 2:11 p.m., Mayor Leichty opened a public hearing on the Order of the City of Goshen Building Commissioner for the property at 419 North Fifth St. (Ronald E. Davidhizar, property owner).

The Board of Public Works and Safety needed to determine whether the property was unsafe and decide whether to affirm, modify, or rescind the Building Commissioner's Order. and determine what action to order concerning the property.

**BACKGROUND:**

On Aug. 30, 2023, through a written order, City Building Commissioner Myron Grise notified Ronald E. Davidhizar, the owner, that his property at 419 N. 5th Street in Goshen was in violation of the Goshen City Code.

Grise reported that the Goshen Building Department first inspected the subject real estate on April 27, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was re-inspected on June 23, 2023, July 19, 2023, and August 14, 2023, which showed no significant improvement to the building.

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

1. The **electric service panel** in the basement is not covered, requiring reinstallation of the cover, as required by Section 6.3.1.1(a).
2. **Wall in the upstairs bedroom is damaged and in disrepair**, requiring repair of the plaster and proper re-coating of the surface, as required by Section 6.3.1.1 (b).
3. The **building's foundation has gaps** that require sealing with mortar (no spray foam) to make rodent proof and weathertight, as required by Section 6.3.1.1(b).
4. **Ceiling in downstairs bedroom consists of loose ceiling tile and is in disrepair**, requiring re-attachment of ceiling tile to prevent from falling and/ or replacement of damaged ceiling tile, as required by Section 6.3.1.1(b).
5. The **roof is leaking at the rear of the property**, requiring repair/replacement, as required by Section 6.3.1.1 (c).
6. One or more **wood and metal surfaces, primarily the porches, are not maintained in good condition**, with the wood support post on the front porch deteriorating, requiring repair or replacement of the damaged wood, as required by Section 6.3.1.1(g).
7. The Building's **siding and masonry joints**, including the perimeter of all windows, doors, and skylights, are **not in good repair nor weathertight**, requiring repair as required by Section 6.3.1.1(bb).
8. The **toilet room and bathroom floor surface are not constructed nor maintained to be reasonably impervious to water** and thus easily kept in a clean and sanitary condition, requiring installation of appropriate floor coverings, as required by Section 6.3.1.4(b).
9. There is **no smoke detector** in the Building's living room and the smoke detector upstairs is outdated, requiring installation and replacement, as required by Section 6.3.1.8.

Grise reported that the building and real estate was unsafe within the meaning of Indiana Code § 36-7-9-4(a)(2) and (a)(5) in that it is a fire hazard and dangerous to person or property because of the listed violations of Goshen City Code Title 6, Article 3, Chapter 1.

Grise ordered Davidhizar to complete all necessary actions and repairs to the real estate and the building to address the listed violations and otherwise bring the real estate and Building into compliance with Goshen City Code Title 6, Article 3, Chapter 1 by Oct. 6, 2023.





**Grise wrote that if Davidhizar failed to comply with this Order, the City of Goshen could take action to make the required corrections and bill him for the costs of such work**, including, the actual costs of the work performed and an amount equal to the average processing expense the City incurred in pursuing this matter. Grise wrote that such amounts could become a lien upon the real estate and ultimately be enforced in the same manner as any other judgment.

**Grise** further notified Davidhizar that a hearing would be held before the Goshen Board of Public Works and Safety on Monday, Oct. 9, 2023 at 2 p.m. for the purpose of reviewing the Order of the City of Goshen Building Commissioner.

#### **OCT. 9, 2023 PUBLIC HEARING DISCUSSION AND OUTCOME:**

**Mayor Leichty convened the hearing on the Order of the City of Goshen Building Commissioner for 419 North Fifth St., Ronald E. Davidhizar, property owner, who was not present. She swore in potential witnesses to give truthful testimony. She then and invited comment from City Rental Inspector Ryan Conrad.**

*Before the hearing, **Conrad** distributed a memorandum to the Board which provided an update on the status of 419 North Fifth St. and included photocopies of color photographs (**EXHIBIT #1**).*

Reading from the memo, **Conrad** said that on April 27, 2023, he conducted an inspection of the property at 419 N. 5th St. and determined that several property maintenance violations existed. He notified the property owner, Ron Davidhizar, in writing, that he would have 30 days to correct the violations. Conrad said he re-inspected the property again on June 23, July 19, and August 11 and found that no violations had been corrected.

At a re-inspection of the property two days ago, **Conrad** said the tenants stated that water was leaking into the bedroom when it rains.

**Currently, Conrad said the following violations still exist:**

1. The **electric service panel in the basement is not covered**, requiring reinstallation of the cover, as required by Section 6.3.1.1(a).
2. **Wall in the upstairs bedroom is damaged and in disrepair**, requiring repair of the plaster and proper re-coating of the surface, as required by Section 6.3.1.1(b).
3. The Building's **foundation has gaps that require sealing** with mortar (no spray foam) to make rodent proof and weathertight, as required by Section 6.3. 1.1(b).
4. **Ceiling in downstairs bedroom consists of loose ceiling tile and is in disrepair**, requiring re-attachment of ceiling tile to prevent from falling and/or replacement of damaged ceiling tile, as required by Section 6.3.1.1(b).
5. The **roof is leaking at the rear of the property**, requiring repair or replacement, as required by Section 6.3.1.1(c).
6. **One or more wood and metal surfaces, primarily the porches, are not maintained in good condition**, with the wood support post on the front porch deteriorating, requiring repair or replacement of the damaged wood, as required by Section 6.3. 1.1(g).
7. The Building's **siding and masonry joints, including the perimeter of all windows, doors, and skylights, are not in good repair nor weathertight**, requiring repair as required by Section 6.3.1.1(bb).
8. The **toilet room and bathroom floor surface are not constructed nor maintained to be reasonably impervious to water** and thus easily kept in a clean and sanitary condition, requiring installation of appropriate floor coverings, as required by Section 6.3. 1.4(b).

**Conrad** said, "I have made numerous attempts to reach out to the landlord. I have hand-delivered multiple inspection notices, performed multiple inspections, and have mailed the property owner numerous violation notices since my first inspection on April 27th. Yet, I have not received any response, nor has the property owner or a representative been present at any inspections."



Conrad added that due to the fact that the property owner has not made any effort in correcting the violations, he **recommended that the Board order a civil penalty against the property owner, Ron Davidhizar, in the amount of \$1,000 and not to exceed \$2,500. In addition, Conrad requested another 30 days for abatement of all violations. If violations are not abated within 30 days, he recommended that the City appoint a receiver to complete the necessary repairs or deem the property unsafe for habitation.**

**Mayor Leichty** asked why **Conrad** had not mentioned the smoke detector issue, which was detailed in the Aug. 30, 2023 written order by **City Building Commissioner Myron Grise**.

**Conrad** responded that the tenants replaced the smoke detectors, so that issue has been resolved.

**Board member Landis** asked how there could be tenants in this home in its present condition.

**Conrad** said he spoke to the tenants on Friday and they indicated they are afraid of losing their home because they have no place else to move. He said the tenants "have bent over backward to help with repairs." Conrad said the tenants have offered to purchase materials and do whatever possible to make repairs, but the landlord has not responded. Conrad said there were four tenants.

**Board member Landis** asked **City Attorney Bodie Stegelmann** if the Board had to wait 30 days before addressing the situation. He asked if the Board could appoint a receiver today to make the repairs.

**City Attorney Stegelmann** said the Board could do that.

**Board member Landis** said the situation was "ridiculous." Other Board members agreed. Landis said he was open to other ideas.

**Mayor Leichty** said she was "receptive to accelerating the process."

**Board member Landis** said **Davidhizar** has known about the violations since April and received multiple notices from the City. He said he understands that the tenants don't want to lose their home because it's so difficult to find housing and they don't want to be evicted.

**Mayor Leichty** asked the **City Attorney** how a receivership would affect the tenants.

**City Attorney Stegelmann** said he was pretty sure that if a receiver was appointed, the tenants would have to leave so the repairs could be completed. He said it would probably be 45 to 60 days before a receiver would be appointed. He said the tenants could be informed of the process and timeline so they could find a new home.

**Board member Landis** said if **Davidhizar** was allowed to repair the home, the tenants would be allowed to stay. So, Landis asked why that wouldn't be the case with a receiver.

**City Attorney Stegelmann** said he wasn't saying the tenants would have to leave, but only that the receiver would probably want them to leave so the work could be done. He said if the repairs were less extensive, the tenants could possibly stay, but perhaps not in this case.

**Board member Landis** said it appeared to him that much of the work could be done while the tenants stayed in the home. He said he would recommend the Board require that the receiver allow the tenants to stay in the home while the repairs were made.

**Board member Swartley** asked if the City had people lining up to serve as receivers.

**City Attorney Stegelmann** said he believed there were a "handful" or property owners and property managers who keep in touch with the City Building Department whenever the opportunity arises to serve as receiver.

**Mayor Leichty** asked if the Board could impose the condition that a receiver allow tenants to stay in the home.

**City Attorney Stegelmann** said that when the City goes to court and seeks the appointment of a receiver, that could be one of the conditions for the appointment of a receiver.

**Mayor Leichty** asked if this has ever been required in the past.





**City Attorney Stegelmann** asked **City Rental Inspector Ryan Conrad** if he was aware of this happening.

**Conrad** said this was done for a home on South Main Street – that the tenants stayed while the work was done. He said that on Friday he informed the tenants of 419 North Fifth St. that they might have to vacate the premises, but he added that it wouldn't be immediate and that they would have some time if they had to leave.

**Board member Landis** said he would be open to not requiring a receiver to keep the tenants in the home during repairs, but only encouraging them to do so.

**City Building Commissioner Myron Grise** stepped forward to testify and was sworn in by the **Mayor**. Grise said that he believed it would be difficult to find a receiver willing to do this type of work if the receiver was required to keep the tenants in the home because of the potential liability of tenants claiming an injury during the work. He said it would be better for the home to be empty. Grise added that it may be difficult to find a receiver this time of year.

**Clerk-Treasurer Aguirre** asked **City Attorney Stegelmann** if it would be permissible to have a representative of the City Fire Department testify on the conditions of the home as a potential fire hazard. He added that with the weather becoming colder, the tenants might be operating space heaters, increasing the possible fire hazard.

**City Attorney Stegelmann** said that without a Fire Department employee having first-hand knowledge of the property, such testimony could not be relied upon by the Board. He said the Board's findings are subject to appeal and it's important to create a "clean record" and that the people who testify have first-hand knowledge of matters they are testifying to.

**Aguirre** asked if this could be done if a Fire Department employee had reviewed the inspection report.

**City Attorney Stegelmann** said **Conrad** could provide reliable testimony on that issue, but he would hesitate to have the Board rely on testimony from the Fire Department at this point.

**Conrad** said conditions in the home could pose a fire hazard. However, Conrad said the weather hasn't been very cold so far and he said hasn't seen the use of space heaters in the home. And, he said, to his knowledge the furnace is working properly and the tenants haven't said anything about it.

**Mayor Leichthy** said it appeared the alleged property maintenance violations found during the April 27, 2023 inspection continue to exist except for the lack of smoke detectors, which have been replaced. She said the Board needed to determine if the home was an unsafe building and based on its structural condition if it was a fire hazard, a health hazard, a public nuisance, dangerous to persons and property or vacant and blighted. Based on her understanding, the Mayor said it appeared the home "was certainly dangerous to persons or property and certainly a violation of our statute."

**Mayor Leichthy asked if there was additional discussion by the Board.**

**City Attorney Stegelmann** said before any decisions were made, he wanted to make part of the record the fact that neither the property owner nor his attorney appeared at the hearing today. The City Attorney said he also had a signed "Certificate of Issuance of Building Commissioner Order" regarding the premises at 419 N. 5<sup>th</sup> Street, signed by **Assistant City Attorney Don Shuler**, indicating that notice of today's hearing was sent by certified mail, with return receipt requested, and that both Mr. Davidhizar and the occupant of the house had signed receipts showing that they had received those mailings. City Attorney Stegelmann provided the certificate to **Clerk-Treasurer Aguirre** to make it part of the record. The certificate was recorded as **EXHIBIT #2**.

**Mayor Leichthy** summarized the two issues before the Board: whether to affirm, rescind or modify the recommended Order of the City of Goshen Building Commissioner for 419 North Fifth St. and then determine if there will be any fine or penalty or whether the Board will move to civil action.



**Board member Landis** asked if there could still be fines if the Board also approved a receivership.

**City Attorney Stegelmann** said the Board could still impose a fine, but to do so, the Board would need to find that there was a “willful failure of the property owner” to comply with the Building Commissioner’s order.

**Mayor Leichthy** asked Conrad how many times he contacted **Ronald Davidhizar**.

**Ryan Conrad** said he send **Davidhizar** three notices.

**Mayor Leichthy** said in addition, Davidhizar was sent a certified letter about today’s hearing. She said, “That sounds fairly willful – a refusal to acknowledge the issues at hand.”

**Mayor Leichthy** asked the **City Attorney** about how to proceed and whether the Board should consider two motions – one approving the Building Commissioner’s order and another on any additional action.

**City Attorney Stegelmann** said action could be taken in two motions. The first, he said, would be to affirm, rescind or modify the Order of the City of Goshen Building Commissioner. He said it appeared the smoke detector issue has been corrected, so the order would need to be modified in that regard. In the second motion, he said the Board could address the resolution of the case or remedy, such as additional time for compliance or a referral to the Legal Department for civil action and then whether fines should be imposed.

**Board member Swartley** said she noticed from the photographs that a temporary post has been added to the front porch to provide support for the roof. She asked if that complied with the statute.

**Conrad** said it did not – that it was only a temporary fix and that it should not be allowed to become permanent.

**Mayor Leichthy** asked if there was additional discussion by the Board or a motion.

**Board member Landis** made a motion that the Board find that the Building Department’s memorandum, dated Oct. 9, 2023, indicating eight items that have not been dealt with are still the condition of the property, making it unsafe, and that the Board accepts the memorandum and imposes a fine of \$1,000 not to exceed \$2,500. There was no immediate second to the motion.

**Mayor Leichthy** said the motion should include the modification acknowledging that the smoke detector deficiency was remedied.

**Board member Landis** said his motion only noted the eight violations and did not mention the ninth issue, which involved the smoke detectors. **City Attorney Stegelmann** said the motion didn’t need to mention the smoke detector issue if he referred to numbers 1-8 of the Building Commissioner’s order.

**Board member Landis** restated his motion, clarifying that the Board found that there were violations as stated in numbers 1-8 of the Building Commissioner’s order, noting that No. 9 had been completed and imposing a fine of \$1,000. **Board member Swartley** seconded the motion.

The motion passed 4-0.

**City Attorney Stegelmann** said the issue now before the Board was whether to give the property owner additional time to repair the home or to refer the matter to the Legal Department for civil action.

**Board member Swartley** asked if the Board had to give the property owner 30 days for repairs.

**There was no audible response.**

**Mayor Leichthy** asked if the Board wanted to give the property owner 30 days to make repairs or refer the matter to the Legal Department for civil action.



**Board member Landis** said the **City Attorney** indicated that it would take some time for legal action to take effect. He then asked, wouldn't this give time for the property owner to make the necessary repairs before any action if he wanted to do so?

**City Attorney Stegelmann** said a case can be filed quickly, but it would take some time for the court to schedule and then hold a hearing.

**Board member Landis** asked, "But if he finished everything before the hearing actually happened, then wouldn't we say, 'Well, there's no reason to have a hearing?'"

"That's correct," **City Attorney Stegelmann** responded.

**Board member Landis** then made a motion to refer the matter to the **City Legal Department** to pursue civil action. **Board member Swartley** seconded the motion. The motion passed 4-0.

**Mayor Leichty** asked if the Board needed to specify the date the penalty was due.

**City Attorney Stegelmann** said that would be a good idea. He further recommended the property owner be given 30 days to pay the fine.

**Board member Landis** then made a motion that the \$1,000 fine be due in 30 days. **Board member Swartley** seconded the motion. The motion passed 4-0.

With the matter concluded, at 2:33 p.m., **Mayor Leichty** closed the public hearing on the Order of the City of Goshen Building Commissioner for the property at 419 North Fifth St. (Ronald E. Davidhizar, property owner).

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

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

#### **Adjournment**

**Mayor Leichty** adjourned the Board of Works meeting at 2:34 p.m.

**EXHIBIT #1:** *Two-page memorandum and 10 pages of color photographs by City Rental Inspector Ryan Conrad on the status of 419 North Fifth St. The memorandum, dated Oct. 9, 2023, was presented during the hearing on the Order of the City of Goshen Building Commissioner for 419 North Fifth St. (Ronald E. Davidhizar, property owner), agenda item #6.*

**EXHIBIT #2:** *A "Certificate of Issuance of Building Commissioner Order" regarding the premises at 419 N. 5th Street, signed by Assistant City Attorney Don Shuler, indicating that notice of the Oct. 9, 2023 hearing was sent by certified mail, with return receipt requested, and that both Mr. Davidhizar and the occupant of the house had signed receipts showing that they had received those mailings. City Attorney Stegelmann provided the certificate to Clerk-Treasurer Aguirre to make it part of the record.*



**APPROVED:**

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**Mayor Gina Leichy**

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**Mike Landis, Member**

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**Orv Myers, 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**



**Engineering Department  
CITY OF GOSHEN**

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

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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **RELIANCE & PEDDLER'S VILLAGE ROAD IMPROVEMENTS  
PROJECT NO. 2021-0014**

DATE: October 16, 2023

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The Clerk-Treasurer's Office has received bids from contractors today for the Reliance & Peddler's Village Road Improvements project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion: Open the bids received from contractors for the Reliance & Peddler's Village Road Improvements project, read the Bid Total amounts, and refer the bids to the Engineering Department for further review.**

## **NOTICE TO BIDDERS**

### **CITY OF GOSHEN, INDIANA**

**PROJECT TITLE: ELKHART COUNTY COURTS CONSOLIDATION  
PUBLIC INFRASTRUCTURE IMPROVEMENTS**

**PROJECT NUMBER: 2021-0014**

The City of Goshen, Indiana is soliciting sealed proposals for the above referenced public works project (“Project”). This Project includes, but is not limited to reconstruction of Reliance Road and Peddler’s Village Road, including a new roundabout at the intersection, curbs, sidewalks, stormwater drainage improvements, relocation of water and sewer utilities, and other related work as required by the detailed plans and specifications included in the Specification and Contract Documents.

Specifications and Contract Documents may be obtained from Quest CDN online plan room at [www.questcdn.com](http://www.questcdn.com). The Quest CDN Project Number is 8738074, and the documents may be downloaded for a fee of \$22 each. Contact Quest CDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance to set up a free account or to download the documents. A link to Quest CDN online plan room is also provided at City of Goshen’s website at <https://goshenindiana.org/bidding-opportunities>. The City shall not be responsible for documents obtained from any other source.

A sealed proposal must be submitted in accordance with the Instructions and all contractual terms and conditions that are included in the Specifications and Contract Documents.

A proposal must be accompanied by a bid security equal to five percent (5%) of the contract price as evidence of financial responsibility.

A sealed proposal must be received by the Goshen Clerk-Treasurer’s Office at 202 South Fifth Street, Goshen, IN 46528 by 1:45 p.m. (local time) on October 16, 2023. All proposals received will be taken to the October 16, 2023 Goshen Board of Public Works and Safety meeting at 2:00 p.m. to be publicly opened and read aloud. The Board meeting will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

Proposals may be held for a period not-to-exceed sixty (60) days from the date of the proposal opening for the purpose of reviewing the proposals received prior to awarding the bid and contract. In addition to cost, proposals will be evaluated based on whether the bidder is responsible, and if the bidder’s proposal is responsive. The City of Goshen reserves the right to accept or reject any and/or all proposals, delete any portions thereof, to waive any informalities or irregularities in any proposal received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder.





**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: Opening of Proposal for the Regent Square Court Redevelopment Property

DATE: October 16, 2023

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The Redevelopment Commission has issued a Request for Proposals to Purchase Real Property for the Regent Square Court Redevelopment Property. The first deadline for full-priced offers was September 12<sup>th</sup> and no proposals were received. The second deadline for any other offers is on Monday, October 16<sup>th</sup>, by 1:30 pm and they will be opened publicly at the Board of Public Works & Safety meeting. We're asking that any proposals received be opened and the proposer's information be read aloud and then referred to Redevelopment for further consideration.

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

**Regent Square Court 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 undeveloped real estate located east and south of Regent Street, north of Waterford Mills Parkway, and west of Dierdorff Road consisting of part of Parcel Nos. 20-11-27-426-027.000-015 and 20-11-27-326-003.000-015, consisting of approximately 7.15 acres in Goshen, Indiana, as depicted on the map attached to this Request for Proposal as Exhibit A, and is more particularly described as set forth in Exhibit B. The real property described in Exhibit B shall hereinafter be referred to as “Subject Real Estate.”

2. Project Specifications

2.1. Redevelopment Commission’s Goals

The Redevelopment Commission’s goals for the property is to incorporate the existing City of Goshen Parks trailway on the Subject Real Estate into the Cherry Creek Development, as approved by the Goshen Redevelopment Commission and the City of Goshen Common Council.

2.2. Redevelopment Details

2.2.1. Area Description – The Subject Real Estate consists of approximately 7.15 acres of current trailway and greenspace, located just east and south of Regent Street.

2.2.2. Planned Use of Property – The Subject Real Estate will be utilized to incorporate its existing trailway to the construction and development of the Cherry Creek Trailway located within the Cherry Creek Development. The existing trailway will be relocated to connect to the Cherry Creek Trail. In addition, a new public trailway will be designed and constructed to connect the relocated existing trail and the Cherry Creek Trail to the Maple City Greenway

adjacent to Bethany Christian School on the west side of the Norfolk Southern Railroad.

### 3. Submission of Proposals

3.1. Any proposal for the purchase of the Subject Real Estate 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) September 8, 2023. The proposal shall be submitted in a sealed envelope clearly marked as “Proposal to Purchase Regent Square Court Redevelopment Property.”

3.2. Each proposal must include the following:

3.2.1. A signed cover letter on company letterhead that includes the following:

- 3.2.1.1. The entity’s name, address, and telephone number;
- 3.2.1.2. The name of the person authorized to submit/sign the proposal, along with this person’s title, telephone number, and email address;
- 3.2.1.3. The entity’s Federal ID number; and
- 3.2.1.4. The entity’s State ID number.

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

- 3.2.2.1. A conceptual plan with as much detail as possible, including location of the relocated railway, connection with the Cherry Creek Trailway, and connection with the Maple City Greenway, as well as a description of how the development complements and interacts with the surrounding area and the future Cherry Creek Development.
- 3.2.2.2. Any improvements to be made to the Subject Real Property, including any new structures to be constructed.
- 3.2.2.3. A project budget, including estimated soft costs and construction expenses.

3.2.3. 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:

- 3.2.3.1. Time needed to obtain financing.
- 3.2.3.2. Land use approvals.
- 3.2.3.3. Design completion.

- 3.2.3.4. Site preparation.
- 3.2.3.5. Start and completion of construction.

3.2.4. The price to be paid for the purchase of the Subject Real Estate.

3.2.5. 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.

3.3. 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.

3.4. 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.

3.5. 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 thirty (30) days before deciding which proposal, if any, to accept. Proposals shall be maintained through the evaluation period.

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

3.7. 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 or Conditions to be Addressed or Accepted by Proposal

4.1. Term of Purchase – Redevelopment has conducted appraisals of the Subject Real Estate and has determined that the fair value of the Subject Real Estate is One Hundred Eighty-Seven Thousand Five Hundred Dollars (\$187,500.00). The price included in a proposal for the purchase of the Subject Real Estate must be equal to or exceed this amount.

4.2. Condition of Subject Real Property

4.2.1. The proposal to purchase must be for the Subject Real Estate in its present condition.

4.2.2. Any sale of the Subject Real Estate will be conditions 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.

#### 4.3. Use of Subject Real Estate

4.3.1. The proposed development must be constructed in compliance with all applicable laws and regulations of any government entity or public authority, including Indiana Building Code, 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, as applicable.

4.3.2. Purchaser must not use the Subject Real Estate 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.

4.4. Construction of Infrastructure – The selected entity must construct any necessary infrastructure consistent with the planned use of the Subject Real Estate as stated in Section 2.2.2. of this Request for Proposals.

4.5. Indemnification – The successful proposal must hold Redevelopment and the City of Goshen harmless from any loss, claim, damage, or expense arising from the development and/or use of the Subject Real Estate.

4.6. 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.

4.7. 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

- 5.1. Entities intending to submit proposals who have questions or are interested in touring the site should contact Becky Hutsell, Redevelopment Director.
- 5.2. 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](mailto:beckyhutsell@goshencity.com)

- 5.3. 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

- 6.1. The proposals received by Redevelopment will be opened by the Goshen Redevelopment Commission in public at the Commission's meeting on September 12, 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 October 16, 2023 and will be opened by the Board of Public Works and Safety at their meeting on October 16, 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.
- 6.2. 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.

- 6.3. 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.
- 6.4. In determining which proposal is the highest and best proposal, Redevelopment will consider the following:
  - 6.4.1. The experience, the financial capacity and the organizational capacity of the entity submitting the proposal to successfully plan, construct and complete the proposed development.
  - 6.4.2. The overall quality of the submission and the extent to which the proposed development is compatible with the existing area and proposed future development.
  - 6.4.3. The entity's plans and ability to improve the Subject Real Property in accordance with the Planned Use of the Subject Property as provided in Section 2.2.2. with reasonable promptness.
  - 6.4.4. The proposed completion date for the project.
  - 6.4.5. The proposed purchase price to be paid to Redevelopment.
  - 6.4.6. 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.
  - 6.4.7. The nature of any variance or rezoning requested.
  - 6.4.8. Whether the lease of the Subject Real Property will further Redevelopment's plan for the development of the surrounding area.
  - 6.4.9. Whether the proposed purchase will serve the interest of the community.
  - 6.4.10. What economic impact the proposed purchase will have on the community.

## 7. General

### 7.1. Conflict of Interest/Non-Collusion

7.1.1. 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.

7.1.2. Each proposal must be made without reference to any other proposal, unless specifically so indicated.

7.1.3. 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.

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

7.2. 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.

7.3. 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.

7.4. 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.

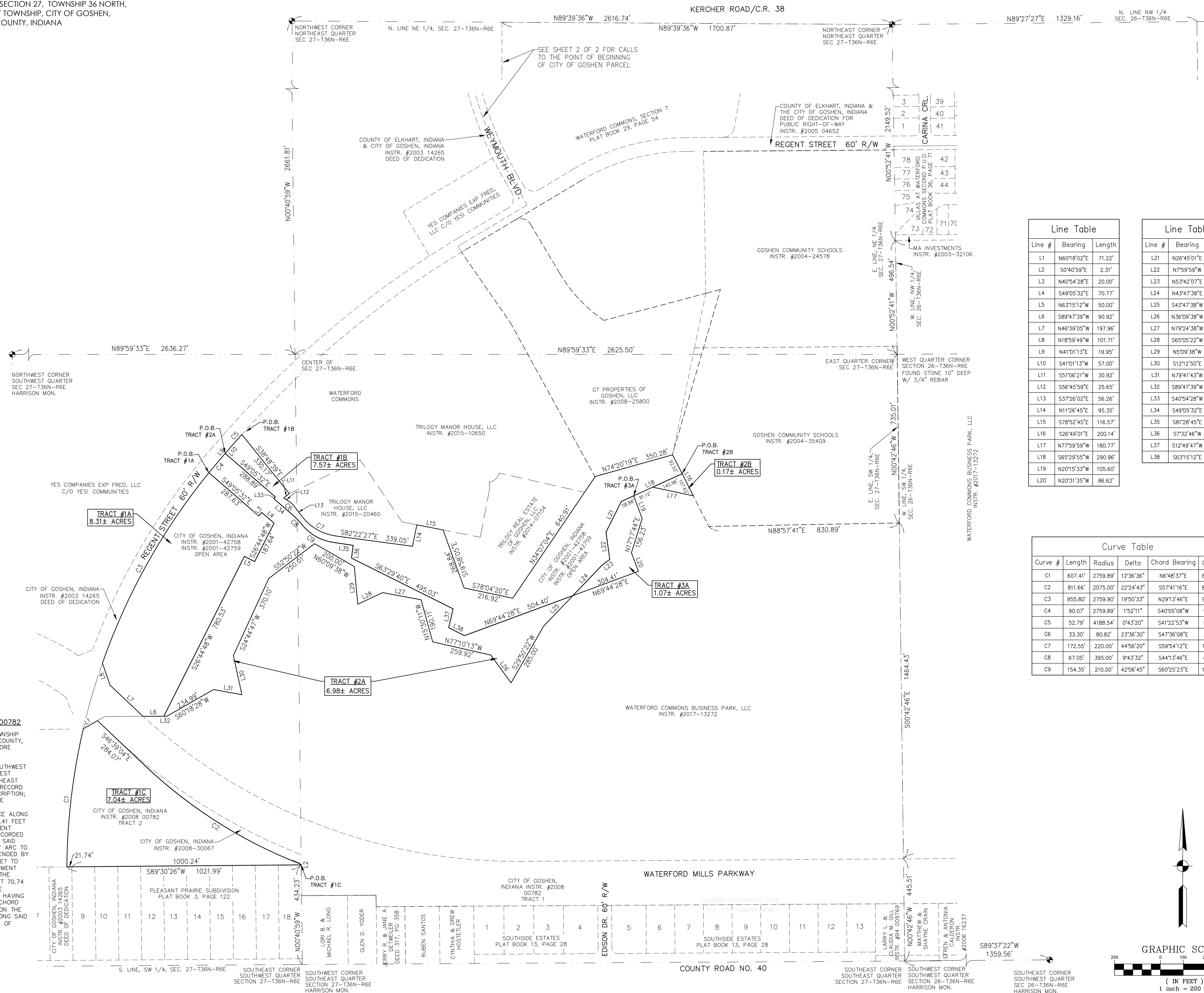
7.5. Authority to Bind Submitting Entity - The signatory for the entity submitting a proposal represents that he or she has been duly authorized to execute the proposal

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

**EXHIBIT SKETCH**

A PART OF SOUTH HALF OF SECTION 27, TOWNSHIP 36 NORTH,  
RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN,  
ELKHART COUNTY, INDIANA



**Line Table**

Line #	Bearing	Length
L1	N60°18'02"E	71.22'
L2	S0°40'59"W	2.31'
L3	N40°54'28"E	20.00'
L4	S49°05'32"E	70.77'
L5	N63°15'12"W	50.00'
L6	S89°47'39"W	90.92'
L7	N46°39'05"W	197.96'
L8	N18°59'49"W	101.71'
L9	N41°01'13"E	19.95'
L10	S41°01'13"W	57.00'
L11	S51°06'21"W	30.92'
L12	S56°45'59"E	25.65'
L13	S37°26'02"E	56.26'
L14	N11°26'45"E	95.35'
L15	S78°52'45"E	116.57'
L16	S26°49'01"E	200.14'
L17	N77°59'59"W	180.77'
L18	S65°29'55"W	290.96'
L19	N20°15'33"W	105.60'
L20	N20°31'35"W	86.62'

**Line Table**

Line #	Bearing	Length
L21	N26°45'01"E	150.00'
L22	N75°59'59"W	120.00'
L23	N53°42'07"E	40.41'
L24	N43°47'38"E	185.14'
L25	S43°47'38"W	184.69'
L26	N36°09'38"W	150.00'
L27	N79°24'38"W	170.00'
L28	S65°05'22"W	120.00'
L29	N5°09'38"W	165.00'
L30	S12°12'50"E	175.01'
L31	N79°41'43"W	125.01'
L32	S89°47'39"W	12.96'
L33	S40°54'28"W	10.00'
L34	S49°05'32"E	103.84'
L35	S81°28'45"E	90.76'
L36	S73°32'46"W	56.04'
L37	S12°49'47"W	84.58'
L38	S63°15'12"E	76.55'

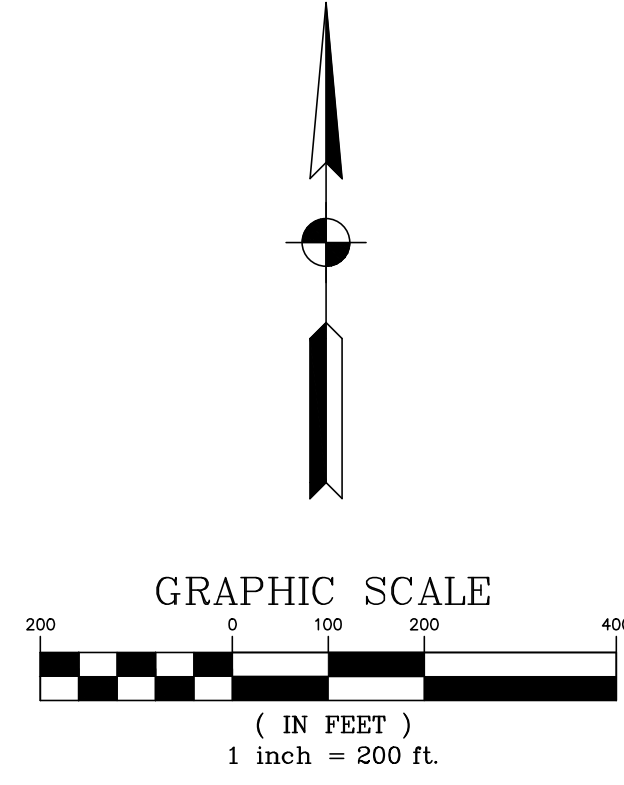
**Curve Table**

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	607.41'	2759.89'	123°36'36"	N6°48'37"E	606.19'
C2	811.66'	2075.00'	22°24'43"	S57°41'16"E	806.49'
C3	955.80'	2759.90'	195°03'33"	N29°13'46"E	951.03'
C4	90.07'	2759.89'	1°52'11"	S40°05'08"W	90.06'
C5	52.79'	4188.54'	0°43'20"	S41°22'53"W	52.79'
C6	33.30'	80.82'	23°36'30"	S47°36'08"E	33.07'
C7	172.55'	220.00'	44°56'20"	S59°54'12"E	168.16'
C8	67.05'	395.00'	9°43'32"	S44°13'46"E	66.97'
C9	154.35'	210.00'	42°06'45"	S60°25'23"E	150.90'

**TRACT 1C  
LEGAL DESCRIPTION PER INSTR. NUMBER 2008-00782**

A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AS DEPICTED ON THE ATTACHED PARCEL PLAT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER NORTH 1°02'18" WEST 434.20 FEET TO THE NORTHEAST CORNER OF PLEASANT PRAIRIE SUBDIVISION, RECORDED IN RECORD 3, PAGE 122, AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE NORTH LINE OF SAID PLEASANT PRAIRIE SUBDIVISION SOUTH 89°09'13" WEST 1000.35 FEET TO THE NORTHEAST CORNER OF LOT 8 IN SAID SUBDIVISION; THENCE ALONG THE SOUTHEAST LINE OF SAID LOT 8 SOUTH 89°09'13" WEST 21.41 FEET TO A POINT ON THE CURVED EASTERLY BOUNDARY OF REGENT STREET, AS DEDICATED AND DESCRIBED BY INSTRUMENT RECORDED IN DEED RECORD 2003-14265; THENCE NORTHERLY ALONG SAID EASTERLY BOUNDARY 607.90 FEET ALONG A NON-TANGENT ARC TO THE RIGHT HAVING A RADIUS OF 2,759.89 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 06°26'03" EAST 606.67 FEET TO THE SOUTH CORNER OF THAT TRACT DESCRIBED BY INSTRUMENT RECORDED IN DEED RECORD 2001-42759; THENCE ALONG THE SOUTHEAST LINE OF SAID TRACT NORTH 59°55'11" EAST 70.74 FEET; THENCE SOUTH 46°52'10" EAST 284.07 FEET; THENCE SOUTHEASTERLY 812.30 FEET ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 2,075.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 58°05'03" EAST 807.12 FEET TO A POINT ON THE SAID EAST LINE OF THE SOUTHWEST QUARTER; THENCE ALONG SAID EAST LINE SOUTH 01°02'18" EAST 2.31 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 7,035 ACRES.



**ABONMARCHÉ**  
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 Goshen, Indiana 46526  
 T: 574.533.9713  
 F: 574.533.9911  
 abonmarche.com  
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 Engineering - Architecture - Land Surveying

PROJECT:  
**A PART OF THE SOUTH HALF OF SECTION 27-T36N-R6E, ELKHART TWP., ELKHART CO., IN**

**EXHIBIT SKETCH**

SHEET TITLE:  
 DRAWN BY: **TRM**  
 DESIGNED BY:  
 PM REVIEW: **BEM**  
 QA/QC REVIEW: **CSB**  
 DATE: **07/14/2023**  
 SEAL:

SIGNATURE:  
 DATE:

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES.  
 SCALE:  
 HORZ: 1" = 200'  
 VERT:  
 ACI JOB #: **22-1784**  
 SHEET NO. **1 of 2**

NO.	REVISION DESCRIPTION:	BY:	DATE:



EXHIBIT SKETCH

A PART OF SOUTH HALF OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA

KERCHER ROAD/C.R. 38

N89°39'36"W 1700.87' N. LINE NE 1/4, SEC. 27-136N-R6E

P.O.C. NORTHEAST CORNER NORTHEAST QUARTER SEC. 27-136N-R6E

E. LINE, NE 1/4 SEC. 27-136N-R6E

LEGAL DESCRIPTION - TRACT 1A

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 39' 36" WEST, 1700.87 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 06' 15" WEST, 211.71 FEET, ALONG THE CENTERLINE OF WEYMOUTH BOULEVARD, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 770.0 FEET AND A DELTA ANGLE OF 14 DEGREES 29' 29"; THENCE SOUTHWARDLY AND SOUTHWESTWARDLY, 194.75 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14 DEGREES 35' 44" WEST, 319.31 FEET, ALONG SAID CENTERLINE, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.92 FEET AND A DELTA ANGLE OF 45 DEGREES 19' 09"; THENCE SOUTHWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30 DEGREES 43' 25" EAST, 128.90 FEET, ALONG SAID CENTERLINE, TO THE POINT OF INTERSECTION OF THE CENTERLINE OF WEYMOUTH BOULEVARD WITH THE CENTERLINE OF REGENT STREET; THENCE SOUTH 59 DEGREES 07' 27" WEST, 330.06 FEET, ALONG THE CENTERLINE OF REGENT STREET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4218.54 FEET AND A DELTA ANGLE OF 00 DEGREES 17' 17"; THENCE SOUTHWARDLY, 21.20 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 31 DEGREES 09' 50" EAST, 30.00 FEET, ALONG A LINE RADIAL TO SAID CURVE, TO A REBAR ON THE SOUTHEASTERLY RIGHT-OF-WAY OF REGENT STREET, MARKING THE NORTHERNMOST CORNER OF WATERFORD CROSSING, THENCE SOUTHWARDLY, 1249.72 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4188.54 FEET AND A DELTA ANGLE OF 17 DEGREES 05' 43", TO A REBAR MARKING THE WESTERNMOST CORNER OF WATERFORD CROSSING AND THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2001-42758 & #2001-42759; THENCE CONTINUING ALONG THE WEST LINE OF SAID CITY OF GOSHEN PARCEL AND THE EAST LINE OF THE RIGHT OF WAY OF REGENT STREET ALONG SAID 4188.54 FOOT RADIUS CURVE, 52.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41 DEGREES 01' 13" WEST, 78.95 FEET TO THE POINT OF CURVATURE OF A 2759.89 FOOT RADIUS CURVE TO THE LEFT, 90.07 FEET (CHORD BEARING SOUTH 40 DEGREES 05' WEST, CHORD DISTANCE 90.06 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 49 DEGREES 05' 32" EAST, 287.63 FEET; THENCE NORTH 40 DEGREES 54' 28" EAST, 20.00 FEET; THENCE SOUTH 49 DEGREES 05' 32" EAST, 70.77 FEET; THENCE SOUTH 26 DEGREES 44' 48" WEST, 187.64 FEET; THENCE NORTH 63 DEGREES 15' 12" WEST, 50.00 FEET; THENCE SOUTH 26 DEGREES 44' 48" WEST, 780.53 FEET TO THE SOUTH LINE OF AFORESAID CITY OF GOSHEN PARCEL; THENCE SOUTH 89 DEGREES 47' 39" WEST ALONG SAID SOUTH LINE, 90.92 FEET TO A REBAR ON THE NORTH RIGHT OF WAY LINE OF WATERFORD MILLS PARKWAY; THENCE NORTH 46 DEGREES 39' 05" WEST ALONG SAID NORTH RIGHT OF WAY OF WATERFORD MILLS PARKWAY, 197.96 FEET TO A REBAR; THENCE NORTH 18 DEGREES 59' 49" WEST ALONG SAID NORTH RIGHT OF WAY OF WATERFORD MILLS PARKWAY, 101.71 FEET TO A REBAR ON THE EAST RIGHT OF WAY LINE OF REGENT STREET BEING A POINT ON A 2759.90 FOOT RADIUS CURVE TO THE RIGHT; THENCE 955.80 FEET ALONG SAID CURVE (CHORD BEARING NORTH 29 DEGREES 13' 48" EAST, CHORD DISTANCE 951.03 FEET) TO THE POINT OF BEGINNING. CONTAINING 8.31 ACRES, MORE OR LESS.

LEGAL DESCRIPTION - TRACT 3A

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 39' 36" WEST, 1700.87 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 06' 15" WEST, 211.71 FEET, ALONG THE CENTERLINE OF WEYMOUTH BOULEVARD, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 770.0 FEET AND A DELTA ANGLE OF 14 DEGREES 29' 29"; THENCE SOUTHWARDLY AND SOUTHWESTWARDLY, 194.75 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14 DEGREES 35' 44" WEST, 319.31 FEET, ALONG SAID CENTERLINE, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.92 FEET AND A DELTA ANGLE OF 45 DEGREES 19' 09"; THENCE SOUTHWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30 DEGREES 43' 25" EAST, 128.90 FEET, ALONG SAID CENTERLINE TO THE POINT OF INTERSECTION OF THE CENTERLINE OF WEYMOUTH BOULEVARD WITH THE CENTERLINE OF REGENT STREET; THENCE SOUTH 59 DEGREES 07' 27" WEST, 330.06 FEET, ALONG THE CENTERLINE OF REGENT STREET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4218.54 FEET; THENCE SOUTHWARDLY, 21.20 FEET, ALONG SAID CURVE AND CENTERLINE, THENCE SOUTH 31 DEGREES 09' 50" EAST, 30.00 FEET, ALONG A LINE RADIAL TO SAID CURVE, TO A REBAR ON THE SOUTHEASTERLY RIGHT-OF-WAY OF REGENT STREET, MARKING THE NORTHERNMOST CORNER OF WATERFORD CROSSING, THENCE SOUTHWARDLY, 1249.72 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4188.54 FEET AND A DELTA ANGLE OF 17 DEGREES 05' 43", TO A REBAR MARKING THE WESTERNMOST CORNER OF WATERFORD CROSSING AND THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2001-42758 & #2001-42759; THENCE CONTINUING ALONG THE WEST LINE OF SAID CITY OF GOSHEN PARCEL AND THE EAST LINE OF THE RIGHT OF WAY OF REGENT STREET ALONG SAID 4188.54 FOOT RADIUS CURVE, 52.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41 DEGREES 01' 13" WEST, 78.95 FEET TO THE POINT OF CURVATURE OF A 2759.89 FOOT RADIUS CURVE TO THE LEFT, 90.07 FEET (CHORD BEARING SOUTH 40 DEGREES 05' WEST, CHORD DISTANCE 90.06 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 49 DEGREES 05' 32" EAST, 287.63 FEET; THENCE NORTH 40 DEGREES 54' 28" EAST, 20.00 FEET; THENCE SOUTH 49 DEGREES 05' 32" EAST, 70.77 FEET; THENCE SOUTH 26 DEGREES 44' 48" WEST, 187.64 FEET; THENCE NORTH 63 DEGREES 15' 12" WEST, 50.00 FEET; THENCE SOUTH 26 DEGREES 44' 48" WEST, 780.53 FEET TO THE SOUTH LINE OF AFORESAID CITY OF GOSHEN PARCEL; THENCE SOUTH 89 DEGREES 47' 39" WEST ALONG SAID SOUTH LINE, 90.92 FEET TO A REBAR ON THE NORTH RIGHT OF WAY LINE OF WATERFORD MILLS PARKWAY; THENCE NORTH 46 DEGREES 39' 05" WEST ALONG SAID NORTH RIGHT OF WAY OF WATERFORD MILLS PARKWAY, 197.96 FEET TO A REBAR; THENCE NORTH 18 DEGREES 59' 49" WEST ALONG SAID NORTH RIGHT OF WAY OF WATERFORD MILLS PARKWAY, 101.71 FEET TO A REBAR ON THE EAST RIGHT OF WAY LINE OF REGENT STREET BEING A POINT ON A 2759.90 FOOT RADIUS CURVE TO THE RIGHT; THENCE 955.80 FEET ALONG SAID CURVE (CHORD BEARING NORTH 29 DEGREES 13' 48" EAST, CHORD DISTANCE 951.03 FEET) TO THE POINT OF BEGINNING. CONTAINING 1.07 ACRES, MORE OR LESS.

LEGAL DESCRIPTION - TRACT 1B

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 39' 36" WEST, 1700.87 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 06' 15" WEST, 211.71 FEET, ALONG THE CENTERLINE OF WEYMOUTH BOULEVARD, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 770.0 FEET AND A DELTA ANGLE OF 14 DEGREES 29' 29"; THENCE SOUTHWARDLY AND SOUTHWESTWARDLY, 194.75 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14 DEGREES 35' 44" WEST, 319.31 FEET, ALONG SAID CENTERLINE, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.92 FEET AND A DELTA ANGLE OF 45 DEGREES 19' 09"; THENCE SOUTHWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30 DEGREES 43' 25" EAST, 128.90 FEET, ALONG SAID CENTERLINE TO THE POINT OF INTERSECTION OF THE CENTERLINE OF WEYMOUTH BOULEVARD WITH THE CENTERLINE OF REGENT STREET; THENCE SOUTH 59 DEGREES 07' 27" WEST, 330.06 FEET, ALONG THE CENTERLINE OF REGENT STREET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4218.54 FEET; THENCE SOUTHWARDLY, 21.20 FEET, ALONG SAID CURVE AND CENTERLINE, THENCE SOUTH 31 DEGREES 09' 50" EAST, 30.00 FEET, ALONG A LINE RADIAL TO SAID CURVE, TO A REBAR ON THE SOUTHEASTERLY RIGHT-OF-WAY OF REGENT STREET, MARKING THE NORTHERNMOST CORNER OF WATERFORD CROSSING, THENCE SOUTHWARDLY, 1249.72 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4188.54 FEET AND A DELTA ANGLE OF 17 DEGREES 05' 43", TO A REBAR MARKING THE WESTERNMOST CORNER OF WATERFORD CROSSING AND THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2001-42758 & #2001-42759 AND THE POINT OF BEGINNING; THENCE SOUTH 38 DEGREES 48' 39" EAST ALONG THE NORTH LINE OF SAID CITY OF GOSHEN PARCEL, 330.17 FEET TO A REBAR ON THE WEST LINE OF A TRACT OF LAND DEEDED TO TRILOGY MANOR HOUSE, LLC AS DESCRIBED AND RECORDED IN INSTRUMENT #2015-20460; THENCE ALONG THE SOUTH LINE OF SAID TRILOGY MANOR HOUSE, LLC PARCEL THE NEXT 7 CALLS: 1) THENCE SOUTH 51 DEGREES 06' 21" WEST, 30.92 FEET TO A REBAR; 2) THENCE SOUTH 56 DEGREES 45' 59" EAST, 25.65 FEET TO A REBAR AND THE POINT OF CURVATURE OF AN 80.82 FOOT RADIUS CURVE TO THE RIGHT; 3) THENCE ALONG SAID CURVE, 33.30 FEET (CHORD BEARING SOUTH 47 DEGREES 36' 08" EAST, CHORD DISTANCE 33.07 FEET) TO A REBAR AND THE POINT OF TANGENCY OF SAID CURVE; 4) THENCE SOUTH 37 DEGREES 26' 02" EAST, 56.26 FEET TO A REBAR AND THE POINT OF CURVATURE OF A 220.00 FOOT RADIUS CURVE TO THE LEFT; 5) THENCE ALONG SAID CURVE 172.55 FEET (CHORD BEARING SOUTH 59 DEGREES 54' 12" EAST, CHORD DISTANCE 168.16 FEET) TO A REBAR AND THE POINT OF TANGENCY OF SAID CURVE; 6) THENCE SOUTH 82 DEGREES 22' 27" EAST, 339.05 FEET TO A REBAR; 7) THENCE NORTH 11 DEGREES 26' 45" EAST, 95.35 FEET TO A REBAR ON THE NORTH LINE OF THE CITY OF GOSHEN PARCEL; THENCE ALONG THE CITY OF GOSHEN PARCEL THE NEXT 6 CALLS: 1) THENCE SOUTH 78 DEGREES 04' 20" EAST, 216.92 FEET TO A REBAR; 2) THENCE SOUTH 78 DEGREES 04' 20" EAST, 216.92 FEET TO A REBAR; 3) THENCE SOUTH 78 DEGREES 04' 20" EAST, 216.92 FEET TO A REBAR; 4) THENCE NORTH 34 DEGREES 07' 04" EAST, 640.91 FEET TO A REBAR; 5) THENCE NORTH 74 DEGREES 20' 19" EAST, 350.28 FEET TO A REBAR; 6) THENCE SOUTH 26 DEGREES 49' 01" EAST, 92.52 FEET; THENCE SOUTH 65 DEGREES 29' 55" WEST, 232.08 FEET TO A POINT ON A SOUTHEASTERLY LINE OF SAID CITY OF GOSHEN PARCEL BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE AFORESAID CITY OF GOSHEN PARCEL FOR THE NEXT 5 CALLS: 1) THENCE SOUTH 65 DEGREES 29' 55" WEST, 58.88 FEET TO A REBAR; 2) THENCE SOUTH 26 DEGREES 45' 01" WEST, 150.00 FEET TO A REBAR; 3) THENCE SOUTH 07 DEGREES 59' 59" EAST, 120.00 FEET TO A REBAR; 4) THENCE SOUTH 53 DEGREES 42' 07" WEST, 40.41 FEET TO A REBAR; 5) THENCE SOUTH 43 DEGREES 47' 38" WEST, 185.14 FEET; THENCE NORTH 69 DEGREES 44' 28" EAST, 304.41 FEET; THENCE NORTH 20 DEGREES 31' 35" WEST, 86.62 FEET; THENCE NORTH 17 DEGREES 17' 44" EAST, 156.23 FEET; THENCE NORTH 20 DEGREES 15' 33" WEST, 105.60 FEET TO THE POINT OF BEGINNING. CONTAINING 7.57 ACRES, MORE OR LESS.

LEGAL DESCRIPTION - TRACT 2A

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 39' 36" WEST, 1700.87 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 06' 15" WEST, 211.71 FEET, ALONG THE CENTERLINE OF WEYMOUTH BOULEVARD, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 770.0 FEET AND A DELTA ANGLE OF 14 DEGREES 29' 29"; THENCE SOUTHWARDLY AND SOUTHWESTWARDLY, 194.75 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14 DEGREES 35' 44" WEST, 319.31 FEET, ALONG SAID CENTERLINE, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.92 FEET AND A DELTA ANGLE OF 45 DEGREES 19' 09"; THENCE SOUTHWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30 DEGREES 43' 25" EAST, 128.90 FEET, ALONG SAID CENTERLINE, TO THE POINT OF INTERSECTION OF THE CENTERLINE OF WEYMOUTH BOULEVARD WITH THE CENTERLINE OF REGENT STREET; THENCE SOUTH 59 DEGREES 07' 27" WEST, 330.06 FEET, ALONG THE CENTERLINE OF REGENT STREET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4218.54 FEET AND A DELTA ANGLE OF 00 DEGREES 17' 17"; THENCE SOUTHWARDLY, 21.20 FEET, ALONG SAID CURVE AND CENTERLINE; THENCE SOUTH 31 DEGREES 09' 50" EAST, 30.00 FEET, ALONG A LINE RADIAL TO SAID CURVE, TO A REBAR ON THE SOUTHEASTERLY RIGHT-OF-WAY OF REGENT STREET, MARKING THE NORTHERNMOST CORNER OF WATERFORD CROSSING, THENCE SOUTHWARDLY, 1249.72 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4188.54 FEET AND A DELTA ANGLE OF 17 DEGREES 05' 43", TO A REBAR MARKING THE WESTERNMOST CORNER OF WATERFORD CROSSING AND THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2001-42758 & #2001-42759; THENCE CONTINUING ALONG SAID 4188.54 RADIUS FOOT CURVE AND THE WEST LINE OF SAID CITY OF GOSHEN PARCEL AND THE EAST LINE OF THE RIGHT OF WAY OF REGENT STREET ALONG SAID 4188.54 FOOT RADIUS CURVE, 52.79 FEET (CHORD BEARING SOUTH 41 DEGREES 01' 13" WEST, CHORD DISTANCE 52.79 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41 DEGREES 01' 13" WEST, ALONG SAID EAST LINE OF REGENT AND SAID WEST LINE OF THE CITY OF GOSHEN PARCEL, 57.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 49 DEGREES 05' 32" EAST, 288.89 FEET; THENCE SOUTH 40 DEGREES 54' 28" WEST, 10.00 FEET; THENCE SOUTH 49 DEGREES 05' 32" EAST, 103.84 FEET TO THE POINT OF CURVATURE OF A 210.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, 67.05 FEET (CHORD BEARING SOUTH 44 DEGREES 13' 46" EAST, CHORD DISTANCE 66.97 FEET) TO THE POINT OF REVERSE CURVATURE; THENCE ALONG A 210.00 FOOT RADIUS CURVE TO THE LEFT, 154.35 FEET (CHORD BEARING SOUTH 60 DEGREES 25' 23" EAST, CHORD DISTANCE 150.90 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 81 DEGREES 28' 45" EAST, 90.76 FEET; THENCE SOUTH 07 DEGREES 32' 46" WEST, 56.04 FEET; THENCE SOUTH 63 DEGREES 29' 40" EAST, 495.03 FEET; THENCE SOUTH 12 DEGREES 49' 47" WEST, 84.58 FEET; THENCE SOUTH 63 DEGREES 15' 12" EAST, 76.55 FEET; THENCE NORTH 69 DEGREES 44' 28" EAST, 504.40 FEET TO THE EAST LINE OF AFORESAID CITY OF GOSHEN PARCEL; THENCE ALONG THE SOUTH LINE OF SAID CITY OF GOSHEN PARCEL FOR THE NEXT 15 CALLS: 1) THENCE SOUTH 43 DEGREES 47' 38" WEST, 184.69 FEET TO A REBAR; 2) THENCE SOUTH 29 DEGREES 50' 22" WEST, 285.00 FEET TO A REBAR; 3) THENCE NORTH 36 DEGREES 09' 38" WEST, 150.00 FEET TO A REBAR; 4) THENCE NORTH 77 DEGREES 10' 13" WEST, 259.92 FEET TO A REBAR; 5) THENCE NORTH 15 DEGREES 30' 11" WEST, 190.11 FEET TO A REBAR; 6) THENCE NORTH 79 DEGREES 24' 38" WEST, 170.00 FEET TO A REBAR; 7) THENCE SOUTH 65 DEGREES 05' 22" WEST, 120.00 FEET TO A REBAR; 8) THENCE NORTH 05 DEGREES 09' 38" WEST, 165.00 FEET TO A REBAR; 9) THENCE NORTH 60 DEGREES 09' 38" WEST, 200 FEET TO A REBAR; 10) THENCE SOUTH 52 DEGREES 50' 22" WEST, 250.01 FEET TO A REBAR; 11) THENCE SOUTH 24 DEGREES 44' 47" WEST, 370.10 FEET TO A REBAR; 12) THENCE SOUTH 12 DEGREES 12' 50" EAST, 175.01 FEET TO A REBAR; 13) THENCE NORTH 79 DEGREES 41' 43" WEST, 125.01 FEET TO A REBAR; 14) THENCE SOUTH 60 DEGREES 18' 28" WEST, 234.99 FEET TO A REBAR; 15) THENCE SOUTH 89 DEGREES 47' 39" WEST, 12.96 FEET; THENCE NORTH 26 DEGREES 44' 48" EAST, 780.53 FEET; THENCE SOUTH 63 DEGREES 15' 12" EAST, 50.00 FEET; THENCE NORTH 26 DEGREES 44' 48" EAST, 187.64 FEET; THENCE NORTH 49 DEGREES 05' 32" WEST, 70.77 FEET; THENCE SOUTH 40 DEGREES 54' 28" WEST, 20.00 FEET; THENCE NORTH 49 DEGREES 05' 32" WEST, 287.63 FEET TO THE EAST RIGHT OF WAY LINE OF REGENT STREET AND THE WEST LINE OF AFORESAID CITY OF GOSHEN PARCEL; THENCE ALONG THE EAST LINE OF REGENT STREET ALONG A 2759.89 FOOT RADIUS CURVE TO THE RIGHT, 90.07 FEET (CHORD BEARING NORTH 40 DEGREES 05' 08" EAST, CHORD DISTANCE 90.06 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 41 DEGREES 01' 13" EAST ALONG SAID EAST RIGHT OF WAY LINE OF REGENT STREET, 19.95 FEET TO THE POINT OF BEGINNING. CONTAINING 6.98 ACRES, MORE OR LESS.

LEGAL DESCRIPTION - TRACT 2B

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 39' 36" WEST, 1700.87 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 06' 15" WEST, 211.71 FEET, ALONG THE CENTERLINE OF WEYMOUTH BOULEVARD, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 770.0 FEET AND A DELTA ANGLE OF 14 DEGREES 29' 29"; THENCE SOUTHWARDLY AND SOUTHWESTWARDLY, 194.75 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14 DEGREES 35' 44" WEST, 319.31 FEET, ALONG SAID CENTERLINE, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.92 FEET AND A DELTA ANGLE OF 45 DEGREES 19' 09"; THENCE SOUTHWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30 DEGREES 43' 25" EAST, 128.90 FEET, ALONG SAID CENTERLINE, TO THE POINT OF INTERSECTION OF THE CENTERLINE OF WEYMOUTH BOULEVARD WITH THE CENTERLINE OF REGENT STREET; THENCE SOUTH 59 DEGREES 07' 27" WEST, 330.06 FEET, ALONG THE CENTERLINE OF REGENT STREET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4218.54 FEET; THENCE SOUTHWARDLY, 21.20 FEET, ALONG SAID CURVE AND CENTERLINE, THENCE SOUTH 31 DEGREES 09' 50" EAST, 30.00 FEET, ALONG A LINE RADIAL TO SAID CURVE, TO A REBAR ON THE SOUTHEASTERLY RIGHT-OF-WAY OF REGENT STREET, MARKING THE NORTHERNMOST CORNER OF WATERFORD CROSSING, THENCE SOUTHWARDLY, 1249.72 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4188.54 FEET AND A DELTA ANGLE OF 17 DEGREES 05' 43", TO A REBAR MARKING THE WESTERNMOST CORNER OF WATERFORD CROSSING AND THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2001-42758 & #2001-42759; THENCE CONTINUING ALONG THE WEST LINE OF SAID CITY OF GOSHEN PARCEL, 330.17 FEET TO A REBAR ON THE WEST LINE OF A TRACT OF LAND DEEDED TO TRILOGY MANOR HOUSE, LLC AS DESCRIBED AND RECORDED IN INSTRUMENT #2015-20460; THENCE ALONG THE SOUTH LINE OF SAID TRILOGY MANOR HOUSE, LLC PARCEL THE NEXT 7 CALLS: 1) THENCE SOUTH 51 DEGREES 06' 21" WEST, 30.92 FEET TO A REBAR; 2) THENCE SOUTH 56 DEGREES 45' 59" EAST, 25.65 FEET TO A REBAR AND THE POINT OF CURVATURE OF AN 80.82 FOOT RADIUS CURVE TO THE RIGHT; 3) THENCE ALONG SAID CURVE, 33.30 FEET (CHORD BEARING SOUTH 47 DEGREES 36' 08" EAST, CHORD DISTANCE 33.07 FEET) TO A REBAR AND THE POINT OF TANGENCY OF SAID CURVE; 4) THENCE SOUTH 37 DEGREES 26' 02" EAST, 56.26 FEET TO A REBAR AND THE POINT OF CURVATURE OF A 220.00 FOOT RADIUS CURVE TO THE LEFT; 5) THENCE ALONG SAID CURVE 172.55 FEET (CHORD BEARING SOUTH 59 DEGREES 54' 12" EAST, CHORD DISTANCE 168.16 FEET) TO A REBAR AND THE POINT OF TANGENCY OF SAID CURVE; 6) THENCE SOUTH 82 DEGREES 22' 27" EAST, 339.05 FEET TO A REBAR; 7) THENCE NORTH 11 DEGREES 26' 45" EAST, 95.35 FEET TO A REBAR ON THE NORTH LINE OF THE CITY OF GOSHEN PARCEL; THENCE ALONG THE CITY OF GOSHEN PARCEL THE NEXT 6 CALLS: 1) THENCE SOUTH 78 DEGREES 04' 20" EAST, 216.92 FEET TO A REBAR; 2) THENCE SOUTH 78 DEGREES 04' 20" EAST, 216.92 FEET TO A REBAR; 3) THENCE SOUTH 78 DEGREES 04' 20" EAST, 216.92 FEET TO A REBAR; 4) THENCE NORTH 34 DEGREES 07' 04" EAST, 640.91 FEET TO A REBAR; 5) THENCE NORTH 74 DEGREES 20' 19" EAST, 350.28 FEET TO A REBAR; 6) THENCE SOUTH 26 DEGREES 49' 01" EAST, 92.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 26 DEGREES 49' 01" EAST ALONG SAID CITY OF GOSHEN PARCEL, 107.62 FEET TO A REBAR; THENCE NORTH 77 DEGREES 59' 59" WEST ALONG SAID CITY OF GOSHEN PARCEL, 180.77 FEET TO A REBAR; THENCE NORTH 65 DEGREES 29' 55" EAST, 140.96 FEET TO THE POINT OF BEGINNING. CONTAINING 0.17 ACRES, MORE OR LESS.

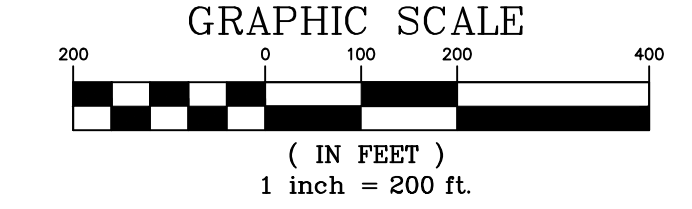
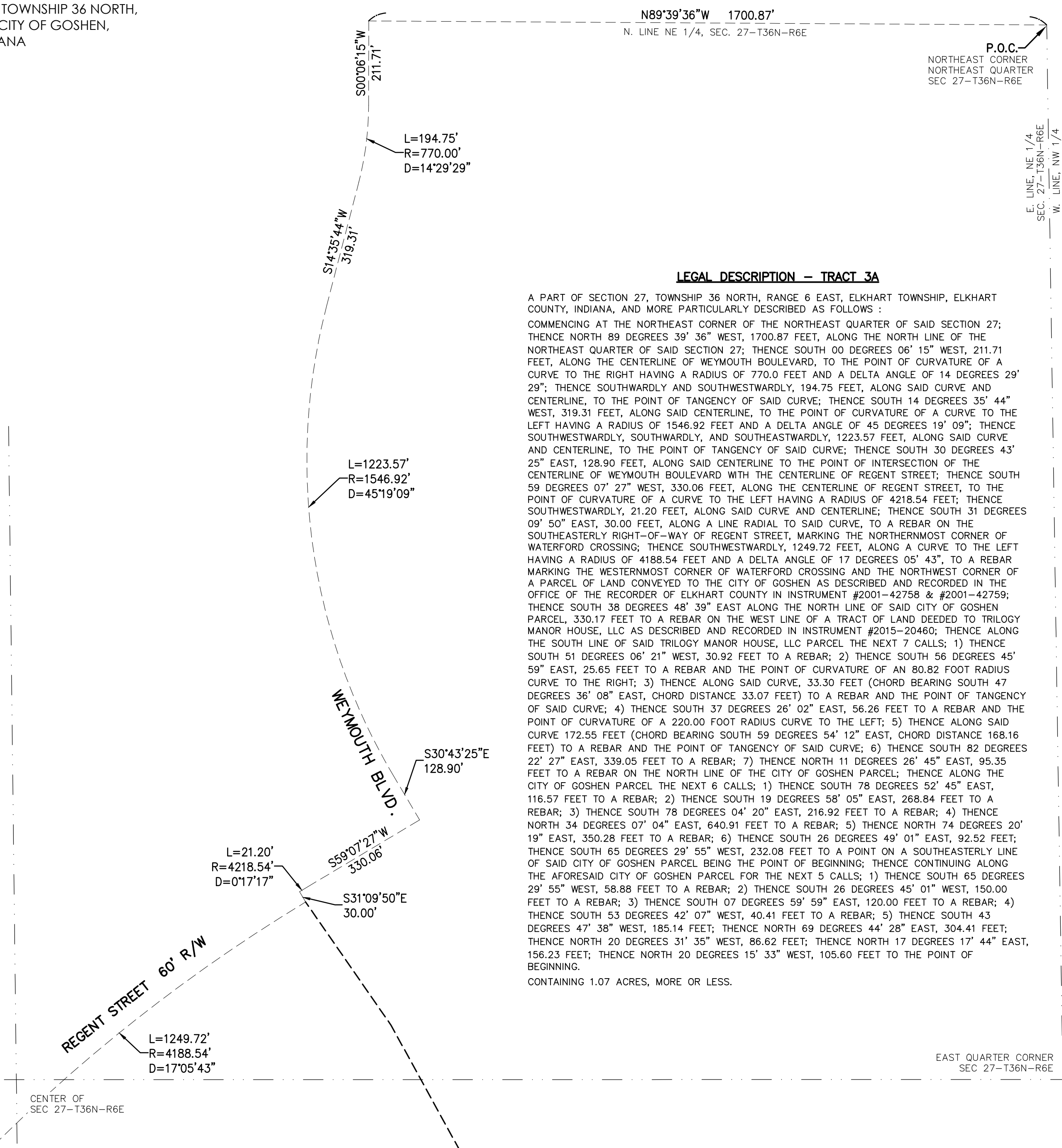
ABONMARCHÉ logo and contact information including address, phone, and website.

A PART OF THE SOUTH HALF OF SECTION 27-136N-R6E, ELKHART TWP., ELKHART CO., IN

EXHIBIT SKETCH

Project information table with fields for SHEET TITLE, DRAWN BY, DESIGNED BY, PM REVIEW, QA/QC REVIEW, DATE, and SEAL.

Signature and date fields, including a note about hard copy and scale.



DETAIL SCALE: 1" = 200'

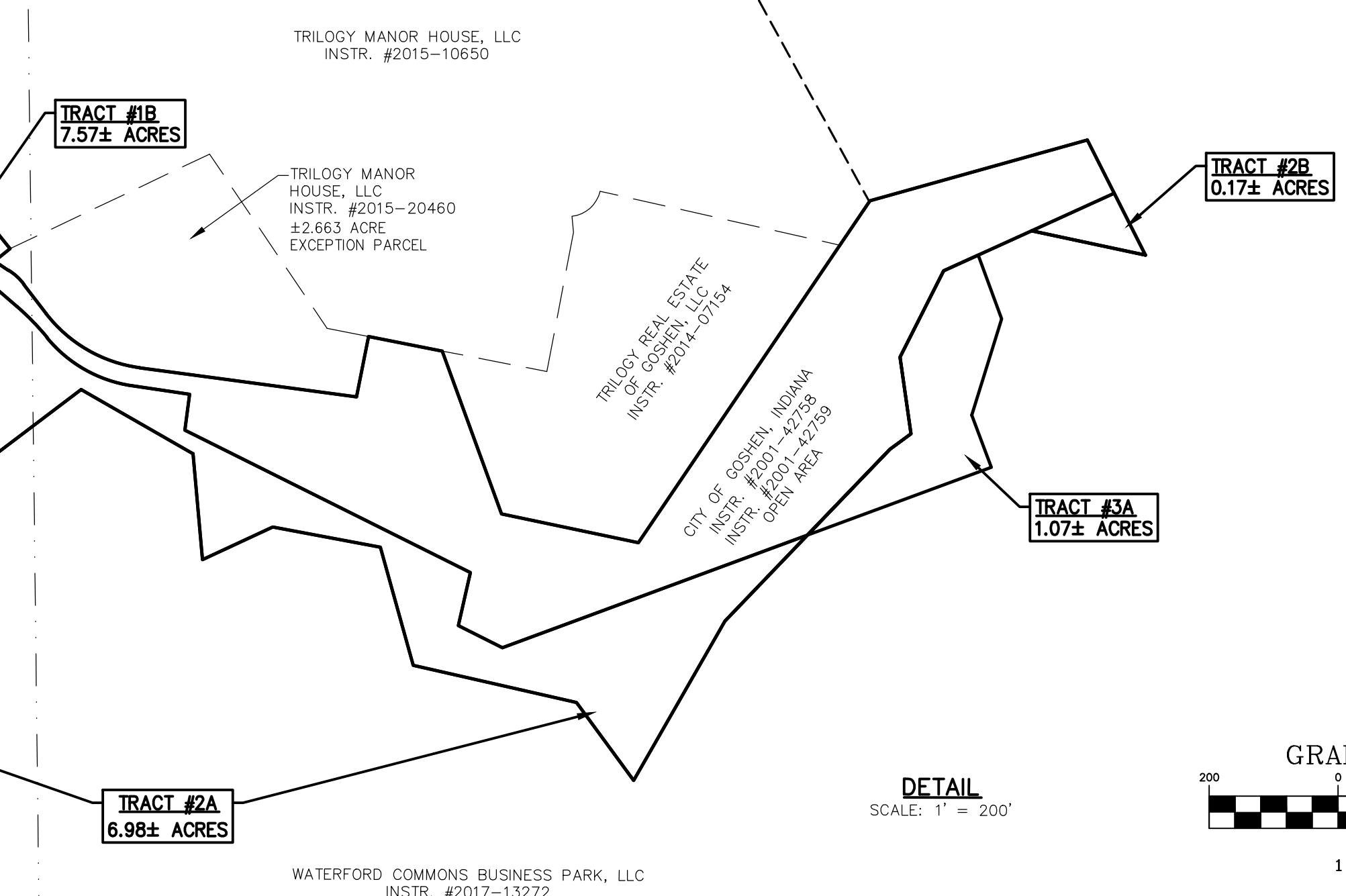


Table with columns for NO., REVISION DESCRIPTION, BY, and DATE.



## EXHIBIT B

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS :  
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 39' 36" WEST, 1700.87 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 06' 15" WEST, 211.71 FEET, ALONG THE CENTERLINE OF WEYMOUTH BOULEVARD, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 770.0 FEET AND A DELTA ANGLE OF 14 DEGREES 29' 29"; THENCE SOUTHWARDLY AND SOUTHWESTWARDLY, 194.75 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14 DEGREES 35' 44" WEST, 319.31 FEET, ALONG SAID CENTERLINE, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.92 FEET AND A DELTA ANGLE OF 45 DEGREES 19' 09"; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30 DEGREES 43' 25" EAST, 128.90 FEET, ALONG SAID CENTERLINE, TO THE POINT OF INTERSECTION OF THE CENTERLINE OF WEYMOUTH BOULEVARD WITH THE CENTERLINE OF REGENT STREET; THENCE SOUTH 59 DEGREES 07' 27" WEST, 330.06 FEET, ALONG THE CENTERLINE OF REGENT STREET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4218.54 FEET AND A DELTA ANGLE OF 00 DEGREES 17' 17"; THENCE SOUTHWESTWARDLY, 21.20 FEET, ALONG SAID CURVE AND CENTERLINE; THENCE SOUTH 31 DEGREES 09' 50" EAST, 30.00 FEET, ALONG A LINE RADIAL TO SAID CURVE, TO A REBAR ON THE SOUTHEASTERLY RIGHT-OF-WAY OF REGENT STREET, MARKING THE NORTHERNMOST CORNER OF WATERFORD CROSSING; THENCE SOUTHWESTWARDLY, 1249.72 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4188.54 FEET AND A DELTA ANGLE OF 17 DEGREES 05' 43", TO A REBAR MARKING THE WESTERNMOST CORNER OF WATERFORD CROSSING AND THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2001-42758 & #2001-42759; THENCE CONTINUING ALONG SAID 4188.54 RADIUS FOOT CURVE AND THE WEST LINE OF SAID CITY OF GOSHEN PARCEL AND THE EAST LINE OF THE RIGHT OF WAY OF REGENT STREET, 52.79 FEET (CHORD BEARING SOUTH 41 DEGREES 22' 53" WEST, CHORD DISTANCE 52.79 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41 DEGREES 01' 13" WEST, ALONG SAID EAST LINE OF REGENT AND SAID WEST LINE OF THE CITY OF GOSHEN PARCEL, 57.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 49 DEGREES 05' 32" EAST, 288.89 FEET; THENCE SOUTH 40 DEGREES 54' 28" WEST, 10.00 FEET; THENCE SOUTH 49 DEGREES 05' 32" EAST, 103.84 FEET TO THE POINT OF CURVATURE OF A 395.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, 67.05 FEET (CHORD BEARING SOUTH 44 DEGREES 13' 46" EAST, CHORD DISTANCE 66.97 FEET) TO THE POINT OF REVERSE CURVATURE; THENCE ALONG A 210.00 FOOT RADIUS CURVE TO THE LEFT, 154.35 FEET (CHORD BEARING SOUTH 60 DEGREES 25' 23" EAST, CHORD DISTANCE 150.90 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 81 DEGREES 28' 45" EAST, 90.76 FEET; THENCE SOUTH 07 DEGREES 32' 46" WEST, 56.04 FEET; THENCE SOUTH 63 DEGREES 29' 40" EAST, 495.03 FEET; THENCE SOUTH 12 DEGREES 49' 47" WEST, 84.58 FEET; THENCE SOUTH 63 DEGREES 15' 12" EAST, 76.55 FEET; THENCE NORTH 69 DEGREES 44' 28" EAST, 504.40 FEET TO THE EAST LINE OF AFORESAID CITY OF GOSHEN PARCEL; THENCE ALONG THE SOUTH LINE OF SAID CITY OF GOSHEN PARCEL FOR THE NEXT 15 CALLS; 1) THENCE SOUTH 43 DEGREES 47' 38" WEST , 184.69 FEET TO A REBAR; 2) THENCE SOUTH 29 DEGREES 50' 22" WEST, 285.00 FEET TO A REBAR; 3) THENCE NORTH 36 DEGREES 09' 38" WEST, 150.00 FEET TO A REBAR; 4) THENCE NORTH 77 DEGREES 10' 13" WEST, 259.92 FEET TO A REBAR; 5) THENCE NORTH 15 DEGREES 30' 11" WEST, 190.11 FEET TO A REBAR ; 6) THENCE NORTH 79 DEGREES 24' 38" WEST, 170.00 FEET TO A REBAR ; 7) THENCE SOUTH 65 DEGREES 05' 22" WEST, 120.00 FEET TO A REBAR ; 8) THENCE NORTH 05 DEGREES 09' 38" WEST, 165.00 FEET TO A REBAR; 9) THENCE NORTH 60 DEGREES 09' 38" WEST, 200 FEET TO A REBAR ; 10) THENCE SOUTH 52 DEGREES 50' 22" WEST, 250.01 FEET TO A REBAR ; 11) THENCE SOUTH

24 DEGREES 44' 47" WEST, 370.10 FEET TO A REBAR ; 12) THENCE SOUTH 12 DEGREES 12' 50" EAST, 175.01 FEET TO A REBAR ; 13) THENCE NORTH 79 DEGREES 41' 43" WEST, 125.01 FEET TO A REBAR ; 14) THENCE SOUTH 60 DEGREES 18' 28" WEST, 234.99 FEET TO A REBAR ; 15) THENCE SOUTH 89 DEGREES 47' 39" WEST, 12.96 FEET; THENCE NORTH 26 DEGREES 44' 48" EAST, 780.53 FEET; THENCE SOUTH 63 DEGREES 15' 12" EAST, 50.00 FEET; THENCE NORTH 26 DEGREES 44' 48" EAST, 187.64 FEET; THENCE NORTH 49 DEGREES 05' 32" WEST, 70.77 FEET; THENCE SOUTH 40 DEGREES 54' 28" WEST, 20.00 FEET; THENCE NORTH 49 DEGREES 05' 32" WEST, 287.63 FEET TO THE EAST RIGHT OF WAY LINE OF REGENT STREET AND THE WEST LINE OF AFORESAID CITY OF GOSHEN PARCEL; THENCE ALONG THE EAST LINE OF REGENT STREET ALONG A 2759.89 FOOT RADIUS CURVE TO THE RIGHT, 90.07 FEET (CHORD BEARING NORTH 40 DEGREES 05' 08" EAST, CHORD DISTANCE 90.06 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 41 DEGREES 01' 13" EAST ALONG SAID EAST RIGHT OF WAY LINE OF REGENT STREET, 19.95 FEET TO THE POINT OF BEGINNING. CONTAINING 6.98 ACRES, MORE OR LESS.

AND

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS : COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89 DEGREES 39' 36" WEST, 1700.87 FEET, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00 DEGREES 06' 15" WEST, 211.71 FEET, ALONG THE CENTERLINE OF WEYMOUTH BOULEVARD, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 770.0 FEET AND A DELTA ANGLE OF 14 DEGREES 29' 29"; THENCE SOUTHWARDLY AND SOUTHWESTWARDLY, 194.75 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14 DEGREES 35' 44" WEST, 319.31 FEET, ALONG SAID CENTERLINE, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1546.92 FEET AND A DELTA ANGLE OF 45 DEGREES 19' 09"; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY, 1223.57 FEET, ALONG SAID CURVE AND CENTERLINE, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 30 DEGREES 43' 25" EAST, 128.90 FEET, ALONG SAID CENTERLINE, TO THE POINT OF INTERSECTION OF THE CENTERLINE OF WEYMOUTH BOULEVARD WITH THE CENTERLINE OF REGENT STREET; THENCE SOUTH 59 DEGREES 07' 27" WEST, 330.06 FEET, ALONG THE CENTERLINE OF REGENT STREET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4218.54 FEET; THENCE SOUTHWESTWARDLY, 21.20 FEET, ALONG SAID CURVE AND CENTERLINE; THENCE SOUTH 31 DEGREES 09' 50" EAST, 30.00 FEET, ALONG A LINE RADIAL TO SAID CURVE, TO A REBAR ON THE SOUTHEASTERLY RIGHT-OF-WAY OF REGENT STREET, MARKING THE NORTHERNMOST CORNER OF WATERFORD CROSSING; THENCE SOUTHWESTWARDLY, 1249.72 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4188.54 FEET AND A DELTA ANGLE OF 17 DEGREES 05' 43", TO A REBAR MARKING THE WESTERNMOST CORNER OF WATERFORD CROSSING AND THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO THE CITY OF GOSHEN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2001-42758 & #2001-42759; THENCE SOUTH 38 DEGREES 48' 39" EAST ALONG THE NORTH LINE OF SAID CITY OF GOSHEN PARCEL, 330.17 FEET TO A REBAR ON THE WEST LINE OF A TRACT OF LAND DEEDED TO TRILOGY MANOR HOUSE, LLC AS DESCRIBED AND RECORDED IN INSTRUMENT #2015-20460; THENCE ALONG THE SOUTH LINE OF SAID TRILOGY MANOR HOUSE, LLC PARCEL THE NEXT 7 CALLS; 1) THENCE SOUTH 51 DEGREES 06' 21" WEST, 30.92 FEET TO A REBAR; 2) THENCE SOUTH 56 DEGREES 45' 59" EAST, 25.65 FEET TO A REBAR AND THE POINT OF CURVATURE OF AN 80.82 FOOT RADIUS CURVE TO THE RIGHT; 3) THENCE ALONG SAID CURVE, 33.30 FEET (CHORD BEARING SOUTH 47 DEGREES 36' 08" EAST, CHORD DISTANCE 33.07 FEET) TO A REBAR AND THE POINT OF TANGENCY OF SAID CURVE; 4) THENCE SOUTH 37 DEGREES 26' 02" EAST, 56.26 FEET TO A REBAR AND THE POINT OF CURVATURE OF A 220.00 FOOT RADIUS CURVE TO THE LEFT; 5) THENCE ALONG SAID CURVE 172.55 FEET (CHORD

BEARING SOUTH 59 DEGREES 54' 12" EAST, CHORD DISTANCE 168.16 FEET) TO A REBAR AND THE POINT OF TANGENCY OF SAID CURVE; 6) THENCE SOUTH 82 DEGREES 22' 27" EAST, 339.05 FEET TO A REBAR; 7) THENCE NORTH 11 DEGREES 26' 45" EAST, 95.35 FEET TO A REBAR ON THE NORTH LINE OF THE CITY OF GOSHEN PARCEL; THENCE ALONG THE CITY OF GOSHEN PARCEL THE NEXT 6 CALLS; 1) THENCE SOUTH 78 DEGREES 52' 45" EAST, 116.57 FEET TO A REBAR; 2) THENCE SOUTH 19 DEGREES 58' 05" EAST, 268.84 FEET TO A REBAR; 3) THENCE SOUTH 78 DEGREES 04' 20" EAST, 216.92 FEET TO A REBAR; 4) THENCE NORTH 34 DEGREES 07' 04" EAST, 640.91 FEET TO A REBAR; 5) THENCE NORTH 74 DEGREES 20' 19" EAST, 350.28 FEET TO A REBAR; 6) THENCE SOUTH 26 DEGREES 49' 01" EAST, 92.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 26 DEGREES 49' 01" EAST ALONG SAID CITY OF GOSHEN PARCEL, 107.62 FEET TO A REBAR; THENCE NORTH 77 DEGREES 59' 59" WEST ALONG SAID CITY OF GOSHEN PARCEL, 180.77 FEET TO A REBAR; THENCE NORTH 65 DEGREES 29' 55" EAST, 140.96 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.17 ACRES, MORE OR LESS.



**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  
Member Orv Myers

**Date:** October 16<sup>th</sup>, 2023

**From:** Jose' Miller, Chief of Police

**Reference:** Request to Promote Austin M. Everage #187 from Lieutenant to Captain

I am requesting the Goshen Board of Public Works and Safety approve the promotion of **Austin M. Everage** from the rank of Lieutenant to the rank of Captain assigned to the Midnight Shift.

Austin has been an officer at the Goshen Police Department for over six (6) years and currently serves as a Lieutenant assigned to Day Shift. Austin has moved up through the ranks of the department quickly and has demonstrated his great leadership skills on our department.

I am requesting this promotion to be effective Friday October 20<sup>th</sup>, 2023.

**\*\*Austin will be present for the swear in\*\***

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

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

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

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



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

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

**Date:** October 16<sup>th</sup>, 2023

**From:** Jose' Miller, Chief of Police

**Reference:** Request to Promote Nicolas M. Kauffman #174 from Sergeant to Captain

I am requesting the Goshen Board of Public Works and Safety **approve the promotion of Nicolas M. Kauffman from the rank of Sergeant to the rank of Captain.**

Nick will be assigned to the Afternoon Shift. He has been an officer at the Goshen Police Department for over eight (8) years and currently serves as an appointed Lieutenant in the Proactive Investigation Team. Previous to this appointment to P.I.T., Nick was a Sergeant assigned to Midnight Shift. He has demonstrated repeatedly that he will be a great asset to our department.

I am **requesting this promotion to be effective Friday October 20<sup>th</sup>, 2023.**

**\*\*Nick will be present for the swear in\*\***

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

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

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**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

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

**Date:** October 16<sup>th</sup>, 2023

**From:** Jose' Miller, Chief of Police

**Reference:** The hiring of Nicholas R. Perry #227

I am requesting that the Board of Public Works and Safety **approve the hiring of Nicholas R. Perry for the position of probationary patrol officer.**

Nick has passed all exams and has been approved by both the local and State pension boards. We are thrilled to have Nick as a new police officer serving our community.

**I would like this hiring to be effective today, Monday October 16<sup>th</sup>, 2023.**

\*Nick will be present for the Board of Works Meeting\*

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

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

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

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

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



**Kelly Saenz, Manager**  
**WATER & SEWER UTILITIES BUSINESS OFFICE**  
**CITY OF GOSHEN**

203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961  
watersewer@goshencity.com • www.goshenindiana.org

October 6, 2023

To: Board of Public Works and Safety

From: Kelly Saenz, Utility Billing Office Manager

Subject: Request for Relief of flat sewer fees for 417 Gra-Roy

Attached is a letter from Dale Klassen & Beverly Lapp, residents of 619 S. 7<sup>th</sup> Street Goshen In.

Mr. Klassen and Ms. Lapp are requesting relief of flat sewer fees for 417 Gra-Roy Dr. Goshen In.

On 1/23/23 Mr. Klassen's flat sewer account for 417 Gra- Roy Dr. was placed "on hold" per Board of Works Approval.

On 1/23/23 Mr. Klassen purchased a water meter, meter horn & smart point reader at the Utility Billing Office.

On 9/7/23 Mr. Klassen scheduled an appointment with Goshen Utilities to have the water meter installed. Meter was installed.

Utility bills were placed "on hold" at 417 Gra-Roy Dr. for billing dates 1/1/23 thru 7/1 2023.

**Mr. Klassen is now seeking relief for utility bills issued 7/1/23 thru 9/7/2023. (when the water meter was installed)**

**The Utility Billing Office does not have the authority to grant such request.**

10/01/23

To: City of Goshen Indiana Board of Works.

From: Dale Klassen & Beverly Lapp, 619 S 7<sup>th</sup> St Goshen IN,

Re: Request for relief of flat sewer fees for 417 Gra-Roy. Goshen IN.

We are writing to request that the Board of Works give credit on our future water bills at 417 Gra-Roy in the amount of \$217.90.

This amount represents the flat sewer charges for the months of July and August 2023 for 417 Gra-Roy, a house that Dale is currently renovating and that is unoccupied.

In January we were given release of flat sewer charges for six months as Dale continues working on this property, with an understanding that more time could be granted if needed. This agreement ended in June 2023.

The new water line was installed by a licensed plumber at the end of July 2023. A water meter was installed by the city water dept a couple of weeks later.

The home currently now has an active water meter.

While the installation was not complete within six months, the situation regarding the house has not changed. There is no one occupying this home.

Although we feel that due to previously agreed upon terms we are within our rights to for a credit to our account for the July and August bills, at a minimum we believe we should receive a credit for the flat sewer August bill (and re-billed the metered fee for that month).

We want to note that the previous well and pump have been abandoned and will be properly closed. This home will rely exclusively on water provided by the city of Goshen. It is our wish that in the future if for some reason the water meter is removed that this home does not revert to the flat sewer charges.

Thank you for considering this matter.

Dale Klassen and Beverly Lapp



NAME SERVICE ADDRESS

-----  
DALE KLASSEN 417 GRA ROY DR

1/24/2023 11:43 AM kellysaenz 1/23/23- CUSTOMER'S ACCOUNT PLACED ON HOLD DURING REHAB- PER BOW APPROVAL. KLS

11/09/2022 08:53 AM angelshpherd PER MATT USABLE TAP METERING COSTS ENTERED IN DATA BASE WITH COSTS QUOTED FROM TODAYS  
PRICE SHEET

RECEIPT NO. 10921

GOSHEN UTILITIES  
GOSHEN, INDIANA  
(574) 533-9399

Issued By  
ROXANNA GONZALEZ

**BUILDING SEWER & WATER INSPECTION PERMIT FOR RESIDENTIAL AND COMMERCIAL**

DATE: 1/23/2023

DALE KLASSEN

HAS PAID CONNECTION FEE AND IS HEREBY GRANTED PERMISSION FOR  
TO MAKE CONNECTION TO WATER & SEWER AT:  
417 GRA ROY DR

- Residential
- Commercial
- Main Line Tap
- Requires Road Cut Permit form Street Department

THIS PERMIT IS GRANTED UPON THE EXPRESS CONDITION THAT SAID WORK SHALL BE DONE IN ACCORDANCE WITH ALL CITY ORDINANCES, AND THAT SAID PLUMBER WILL NOTIFY THE CITY SEWER OR WATER INSPECTOR AS REQUIRED BY CURRENT WATER AND SEWER ORDINANCES. **A 2 WORKING DAY NOTICE IS REQUIRED.**

**Penalty:** A customer shall not connect a building sewer into the public or main sewer until such time as the City of Goshen has been notified and is available to inspect and/or supervise the connection. An additional Charge of \$500.00 will be made in each case where the required notification was not made.

**Billing:** Will start when the inspection is done and turned into the Utility office.

1. INSPECTION MUST BE SCHEDULED AT LEAST 2 WORKING DAYS IN ADVANCE OF ACTUAL INSPECTION.
2. TO SCHEDULE INSPECTION CALL: 574-534-5306
- \*\*\* MAIN LINE INSPECTIONS CALL: 574-534-2201

Water Inspection Fee	
Sewer Inspection Fee	\$0.00
Total Paid (This Section)	\$0.00
VALID FOR 18 MONTHS	

3. ALL EXCAVATORS WHO INSTALL CITY WATER & SEWER SERVICES MUST BE AT JOB SITE AT TIME OF INSPECTION.
4. INSPECTION PERMIT MUST BE ON JOB SITE OR IT WILL NOT BE APPROVED.
5. ALL BUILDING SITE PLANS MUST BE ON JOB SITE AVAILABLE FOR VIEWING DURING INSPECTION.

Inspector: \_\_\_\_\_ Date Inspected: \_\_\_\_\_  
 (Return copy to Utility Office)

Date Water Connected: \_\_\_\_\_ Date Sewer Connected: \_\_\_\_\_

Water Available  On City Water  Sewer Only

**GOSHEN CITY WATER SEWER TAP FORM**

In accordance with current Goshen City Ordinances, Customer agrees to pay the following fees, in advance, for connection to the City's Sanitary Sewer and Water Mains.

Residential Sewer Tap 606 498-00-367.0400	\$0.00	
Commercial Industrial Sewer Tap 609 498-30-367.0500	\$0.00	
Water Line Connection 601 497-00-367.0500		Main Line Connect to Another Main 601 497-00-367.0500 <span style="float: right;">\$0.00</span>
Additional Meter Meter Horn 601 497-00-367.0200	\$275.00	Touch Pad Installation 601 497-00-367.0300 <span style="float: right;">\$181.00</span>
Sales Tax 7.00% 601 227.0400	\$19.25	Other <span style="float: right;">\$0.00</span>

These fees do not cover the cost of the building sewer line, connection to the public sewer if no Lateral Sewer is available, Street cuts, or any other expenses when the connection to the Sanitary Sewer main is made. Customer is responsible to obtain any street cut permits, if necessary. The charge for water is estimated. If time and material cost is more, the balance will be billed to the customer.

Customer also agrees to pay the monthly rates and charges as set forth in the current City Ordinance for all services provided. If recalculation is needed due to a change in the size of the meter or size of the line connection a \$20.00 fee will be charged.

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

Total Amount Paid: \$475.25



**Service**

Order #

Address

**Job**

Code   Action

Date     Status

- General
- Metered
- Non-Metered
- Notes
- Charges
- Costs
- Footprint

**Order**

PLEASE INSTALL 3/4" METER AND ADD SP

PHONE NUMBER: 574-596-5088

**Completion**

DONE INSTALLED METERS AND SP

Exit



Account Number    
 Zone

Address    
 Name

General Metered Non-Metered Financial Information **Comments** History Consumption History Service Orders Devices

Pending Activity  Balance

Drag a column header here to group by that column

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
09/25/2023	<a href="#">023546</a>	Bill		8/01- 9/01 10/16	109.15		109.15
09/18/2023	<a href="#">023515</a>	Payment	<a href="#">1635357</a>	7707		108.75	0.00
08/28/2023	<a href="#">023438</a>	Bill		7/01- 8/01 09/18	108.75		108.75
02/21/2023	<a href="#">022555</a>	Memo		Excluded Cutoff			0.00
02/14/2023	<a href="#">022658</a>	Payment	<a href="#">1598898</a>	7645		209.88	0.00
01/27/2023	<a href="#">000000</a>	Memo		Delinquent Bills			209.88
01/23/2023	<a href="#">022568</a>	Bill		12/01- 1/01 02/20	105.46		209.88
01/19/2023	<a href="#">022555</a>	Late Charge			9.50		104.42
12/27/2022	<a href="#">022460</a>	Bill		11/04-12/01 1ST BILL	94.92		94.92

Edit This Record

View gos.ksaenz

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

**DATE:** Monday, October 16, 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 **\$3,123.33**  
Collection letters were sent out and payments of **\$149.28** had been collected.

The uncollected amount equals **\$2,974.05**

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 **Monday, July 31, 2023**

**WATER:** \$1,422.74  
**SEWER:** \$1,551.31

**TOTALS**

REPORT TOTAL		\$3,123.33
BPS TOTAL	<b>\$1,345.90</b>	<b>\$1,777.43</b>
COUNTY TOTAL	<b>\$1,491.14</b>	<b>\$286.29</b>
W-WRITE OFF	<b>\$76.84</b>	<b>\$209.45</b>
S-WRITE OFF	<b>\$60.17</b>	<b>\$149.28</b>
PAYMENT TOTAL	<b>\$149.28</b>	<b>\$0.00</b>
AGREEMENT TOTAL		



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

October 12, 2023

To: Board of Public Works and Safety  
From: Don Shuler  
Subject: Agreement with Blue Dot Equity, LLC for Downtown Kiosk

Attached for the Board's approval and execution is a License and Service Agreement with Blue Dot Equity, LLC. The Agreement provides for the installation of a information kiosk on the sidewalk near the intersection of South Main Street and Washington Street. The City is permitting the placement of the kiosk in the City's right-of-way, installing the base, and providing power to the unit. Blue Dot Equity will be providing advertisements and information displays, with certain space and time reserved from City sponsored content concerning upcoming events, programs, services, and other public notices/information.

**Suggested Motion:**

Move to approve the License and Service Agreement with Blue Dot Equity, LLC, as presented.

## License and Service Agreement

This Service Agreement is entered into on October \_\_\_\_, 2023, between the City of Goshen, Indiana, by and through the Board of Public Works and Safety, hereinafter referred to as "City", and Blue Dot Equity, LLC, hereinafter referred to as "Contractor".

NOW, THEREFORE, for and in consideration of mutual promises of the parties and for other good and valuable consideration, for receipt and sufficiency of which is acknowledged, the parties agree as follows:

### 1. Term

1.1. The term of this Agreement shall commence upon execution by both parties and shall terminate on December 31, 2024. This Agreement shall continue on a year-to-year basis, January 1 through December 31, unless either party directs written notice of non-renewal to the other given at least sixty (60) days prior to the expiration of the current term.

### 2. City's Obligations

2.1. The city grants Contractor a license to install, maintain, and administer a Kiosk in the City's right-of-way and sidewalk at or near the intersection of South Main Street and Washington Street in Goshen, Indiana, with the final specific location to be determined in City's sole discretion.

2.2. The City shall be responsible for the initial installation, consisting of a concrete base and pedestal for the Kiosk provided by Contractor. Installation shall be completed per the specifications set forth in the hardware installation manual for the Kiosk, as provided by Contractor.

2.3. Following installation of the Kiosk, the City shall furnish and supply a 110volt electrical service for the use of the Kiosk.

### 3. Contractor's Obligations

3.1. In exchange for the services provided in Section 2 of this Agreement, Contractor shall provide the following services:

3.1.1. Supply of the Kiosk to be installed per Section 2;

3.1.2. Provision of digital displays on the Kiosk for the purpose of transmitting City messaging and wayfinding capabilities for visitors;

3.1.3. Assist in any necessary production or reformatting of existing City content for display on the Kiosk;

3.1.4. Work with the City's Communication Manager to post monthly content, upcoming City events, programs, services, traffic notices, and other public notices as determined by City;

3.1.4.1. Said displays shall equate to a minimum of 500, 10 second messages per day running from the hours of 6:00 a.m. until 12:00 a.m. (midnight), and will be dispersed equally throughout the running or operating hours.



- 3.1.5. Grant administrative controls to the City's Communication Manager and provide necessary training for the production and posting of content for display on the Kiosk;
- 3.1.6. Create and consistently update an Interactive 3D wayfinding map of the City of Goshen downtown area, generally located between Pike Street and Madison Street (north to south) and 2nd Street and 5th Street (west to east), with said map including attractions, parks, merchants, stores, restaurants, and events.
- 3.1.7. Supply City with analytic monthly reports with respect to messaging runs, impressions, visitor interactions, and other key metrics

3.2. Contractor agrees to comply with all policies, standards, and regulations of City, including local, State, and Federal laws.

3.3. Contractor agrees to maintain the Kiosk in good repair and condition.

3.4. Nothing in this Agreement shall be construed to control, direct, or otherwise limit the content of other displays on the Kiosk, which shall be arranged for in the sole discretion of Contractor.

#### 4. Default and Termination

4.1. City may terminate this Agreement at any time in the event that Contractor fails to maintain the Kiosk in good repair and condition by providing Contractor a written notice of default and an opportunity to cure. If the default is not cured on or before thirty (30) days after notice, the City may terminate this Agreement and shall have no further obligation to Contractor. City shall not be responsible for any costs or expenses incurred during the cure period.

4.2. City may terminate this Agreement at any time in the event that Contractor fails to provide the services in Section 3.1.1. through 3.1.7. of this Agreement by providing Contractor a written notice of default and opportunity to cure. If the default is not cured on or before thirty (30) days after notice, the City may terminate this Agreement and shall have no further obligation to Contractor. City shall not be responsible for any costs or expenses incurred during the cure period.

#### 5. Liability, Indemnification, and Insurance

5.1. Contractor shall procure and maintain, in effect for the term of this Agreement and each annual renewal, adequate Property Damage, Casualty, and General Premises Liability Insurance from an insurance company with office located in the State of Indiana. The policies shall contain clauses that prohibit the cancellation or modification of the policies without notification to City. The policy limits for each policy are to be not less than \$1,000,000 for one person and \$1,000,000 for any one accident involving injury (including wrongful death) to more than one person, with Fire Legal Liability of not less than \$500,000. Coverage is to be written on the broadest liability form. Contractor shall furnish to City a true copy of all such insurance coverage which shall provide that City, as an additional named insured under the policy or policies, cannot be modified except upon thirty (30) days advanced written notice to City.

- 5.2. Contractor expressly agrees to indemnify and hold harmless City, its successors, assigns, officers, and employees, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suites, losses, judgments, proceedings, actions and causes of actions of every kind and nature, including without limitation, any damage or injury to person or property, and all costs, attorneys' fees, and expenses incurred in connection therewith, arising or growing out of or in any way connected with Contractor's services hereunder. Contractor hereby releases City from all liability for any action, damage, or injury caused to person or property resulting from Contractor's services hereunder, notwithstanding whether such acts or omissions be active or passive.
- 5.3. Contractor covenants not to sue, releases, waives, and discharges City, its officers, directors, independent contractors, employees, agents, representatives, successors and assigns (including volunteers), and their personal representatives, heirs, legatees, successors and assigns or any of them from any and liability, loss, claims, demands, possible causes of action, court costs, attorney fees, and other expenses arising from any claim or lawsuit that may otherwise accrue as a result of Contractor's services hereunder for any loss, damage, illness or injury, including illness or injury resulting in permanent disability or death, resulting from, arising in connection with, or related to Contractor's services hereunder.

## 6. Miscellaneous Provisions

- 6.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- 6.2. In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
- 6.3. In the event that any provision of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 6.4. The covenants and conditions in this Agreement shall apply to and bind the parties and their heirs, legal representatives, successors, and permitted assigns of all parties.
- 6.5. In the event that either party bring an action to enforce any right conferred by this Agreement or to force the other party to fulfill any obligation imposed by this Agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney fees.
- 6.6. The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

6.7. The undersigned affirm that all steps have been taken to permit them to execute this Agreement, and upon their execution of the document bind their respective organizations to the terms of this Agreement.

6.8. This Agreement constitutes the entire agreement between the parties and superseded any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

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

By: \_\_\_\_\_  
Gina M. Leichty, Mayor

Blue Dot Equity, LLC

By:  10/11/23  
Dan Brouillette

Title: OWNER SPOTS DIGITAL



**Engineering Department  
CITY OF GOSHEN**

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

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

# MEMORANDUM

**TO:** Board of Public Works and Safety  
**FROM:** Goshen Engineering Department  
**RE:** **EXTENSION OF COLLEGE AVENUE ROAD CLOSURE (JN: 2018-0022)**  
**DATE:** October 16, 2023

Niblock Excavating has requested permission to extend the closure of College Avenue on either side of Horn Ditch bridge (Bridge No. 410) until Monday, November 6, 2023.

Niblock Excavating has encountered unexpected underground utility and dewatering issues. They are requesting this extension to complete planned utility relocations and restore pavement in the College Avenue right-of-way in preparation for the Elkhart County replacement of Bridge No. 410.

**Requested motion: Move to approve an extension of the road closure of College Avenue near Horn Ditch Bridge until Monday, November 6, 2023.**

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

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

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

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

\_\_\_\_\_  
Orv Myers, Member

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



**Engineering Department**  
**CITY OF GOSHEN**  
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## MEMORANDUM

**TO:** Board of Works and Safety and Stormwater Board

**FROM:** Dustin Sailor, P.E., Director of Public Works & Utilities

**RE: DRAINAGE PLAN APPROVAL – KEYSTONE SQUARE FIFTEENTH (JN: 2022-2019)**

**DATE:** October 13, 2023

Pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, Goshen Engineering has reviewed the drainage plan for Keystone Square Fifteenth on behalf of the Board of Works and Safety. The Goshen Engineering Department finds the proposed drainage plan adequate to maintain on-site runoff from a 1 hour – 100-year rain event, which equates to 3-inches of rainfall in 24-hours.

Goshen Engineering recommends the Board’s acceptance of the plan with the understanding that Goshen Engineering reviewed the drainage plan for general adherence to good engineering practice. The Board should note in their drainage approval that acceptance of the development’s drainage plan in no way guarantees the drainage plan and drainage improvements will work as intended and the City accepts no liability for any design failures. All concerns related to the development’s drainage improvement are to be referred back to the development’s licensed professional(s).

***Suggested Motion:** Move to accept the drainage plan for the Keystone Square Fifteenth, which was prepared by the developer’s Indiana licensed professional engineer. City does not warrant the drainage plan will function as intended and accepts no liability for any failure of the drainage design.*

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

\_\_\_\_\_  
 Gina Liechty, Mayor

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

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

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

\_\_\_\_\_  
 Orv Myers, Member



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **WWTP IMPROVEMENTS PROJECT – CHANGE ORDER NO. 5  
(JN: 2019-0025A)**

DATE: November 22, 2021

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Donohue and Associates has kept a log of project changes for the Wastewater Treatment Plant (WWTP) Improvements Project and has prepared a change order at the request of the Engineering Department. The change order includes a total of 6 changes to the project; 5 are additional costs and 1 is a cost reduction. The changes include the following:

1. Provide handrail modifications to accommodate the grit tank stairway detailed in RFP No. 114, dated November 17, 2021 (\$6,176.00).
2. Provide additional structural steel for the center of the upflow clarifier for structural integrity as detailed in RFI 123 dated February 23, 2022 (\$26,600.00).
3. Relocate the lime sludge pump meter connection and welded outlet per a verbal field order in April of 2023 (\$3,597.00).
4. Recalibrate the scaling on the aeration air flow meters as detailed in RFP No. 32 date June 20, 2022 (\$1,632.00).
5. Waiving the PWTech screw press final round of performance testing as proposed by Kokosing Industrial on June 6, 2022 (-\$45,500.00).
6. Claim resolution agreement between Kokosing Industrial, Inc. and the city of Goshen Board of Public Works (\$350,000.00).

The change order is for a cost increase of \$171,401.00, which increases the total project cost to \$19,502,906.00. This change order is an increase of 2.71% over the original contract amount. The change order also adds 473 additional days to the contract as part of the negotiated settlement to allow for the closure of the contract.

The Engineering Department has reviewed this change order and recommends its approval.

**Requested Motion: Move to approve the Mayor to sign Change Order No. 5 for a cost increase of \$171,401.00, with 473 additional days added to the contract.**

**CHANGE ORDER NO. 5**

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CHANGE ORDER DATE OF ISSUANCE <u>August 29, 2023</u>	COMMENCEMENT OF CONTRACT TIME <u>May 11, 2020</u>
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OWNER City of Goshen, Indiana CITY PROJECT NO. 2019-0025A

CONTRACTOR Kokosing Industrial

PROJECT Wastewater Treatment Plant Improvements – Project A ENG. PROJECT NO. 13503

ENGINEER \_\_\_\_\_

---

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

DESCRIPTION:

1. Provide handrail modifications to accommodate the grit tank stairway detailed in RFP No. 114, dated November 17, 2021 (\$6,176.00).
2. Provide additional structural steel for the center of the upflow clarifier for structural integrity as detailed in RFI 123 dated February 23, 2022 (\$26,600.00).
3. Relocate the lime sludge pump meter connection and welded outlet per a verbal field order in April of 2023. (\$3,597.00)
4. Recalibrate the scaling on the aeration air flow meters as detailed in RFP No. 32 dated June 20, 2022 (\$1,632.00)
5. Waiving the PW Tech screw press final round of performance testing as proposed by Kokosing Industrial on June 6, 2022. (-\$45,500.00)
6. Claim resolution agreement between Kokosing Industrial, Inc. and The City of Goshen Board of Public Works in the amount of \$350,000.00

REASON FOR CHANGE ORDER:

1. Handrail modifications were needed to accommodate changes and differences in the concrete structures around the grit tank.
2. The end of the upflow clarifier bridge at the center of the tank had little structural support and needed to be improved for structural integrity when replacing the decking.
3. The lime sludge pump meter need to be maintained in service after its connection to an existing motor control center (MCC) was eliminated when the MCC was removed.
4. The air flow meters needed to be rescaled in order to function with the new blowers operational flow ranges.
5. Final round of performance testing of the sludge dewatering equipment was waived as earlier tests showed performance of the system to be satisfactory.
6. Kokosing and the City reached a Claim Resolution Agreement regarding construction delays.

ATTACHMENTS:

1. November 17, 2021 RFI clarification from Donohue & Associates to Kokosing Industrial for the proposed handrail modifications.
2. February 2, 2022 Proposed Change Order No. 47 from Kokosing Industrial to Donohue & Associates for proposed handrail modifications.
3. February 23, 2022 RFI clarification from Donohue & Associates to Kokosing Industrial for the proposed additional structural support at the upflow clarifier walkway.
4. April 12, 2022 Proposed Change from Kokosing Industrial to Donohue & Associates for the proposed additional structural support at the upflow clarifier.
5. April 25, 2022 internal e-mail from Donohue & Associates documenting the work for the lime sludge pump meter electrical work.
6. April 19, 2022 Proposed Change Order from Kokosing Industrial to Donohue & Associates for the time and material cost for reestablishing the lime sludge pump flow meter operation.
7. June 20, 2022 Request for Proposal No. 32 to expand the operational range of the air flow meters.
8. June 20, 2022 Proposed Change from Kokosing Industrial to Donohue & Associates for changing the operational range of the air flow meter.



- 9. June 6, 2022 Proposed Change from Kokosing Industrial to Donohue & Associates for waiving the final round of performance testing on the dewatering equipment.
- 10. August 24, 2023 Letter of claim resolution between Kokosing Industrial and the City of Goshen, Indiana.


CHANGE IN CONTRACT PRICE
Original Contract Price: \$ <u>18,989,000.00</u>
Net increase (decrease) from previous Change Orders: \$ <u>171,401.00</u>
Net increase (decrease) of this Change Order: \$ <u>342,505.00</u>
Revised Contract Price: \$ <u>19,502,906.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: <i>(days or dates)</i> Substantial Completion: <u>579 Calendar Days</u>
Ready for Final Payment: <u>621 Calendar Days</u>
Net increase (decrease) from previous Change Orders: <i>(days)</i> Substantial Completion: <u>0</u>
Ready for Final Payment: <u>0</u>
Net increase (decrease) of this Change Order: <i>(days)</i> Substantial Completion: <u>264 (As of claim resolution date)</u>
Ready for Final Payment: <u>473 (As of claim resolution date)</u>
Revised Contract Times: <i>(days or dates)</i> Substantial Completion: <u>843 Calendar Days</u>
Ready for Final Payment: <u>1094 Calendar Days</u>

CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount and time allowance listed above, there shall be no other dollar or time compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:

By:   
ENGINEER *(signature)*

Date: 8/29/2023

APPROVED:

By: \_\_\_\_\_  
OWNER *(signature)*

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

ACCEPTED:

By: \_\_\_\_\_  
CONTRACTOR *(signature)*

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