



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

Regular Meeting Agenda

**2:00 p.m., December 11, 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: December 4, 2023**

### **Approval of Agenda**

- 1) Open sealed bids:** Mini excavator for the Cemeteries Department
- 2) Open sealed bids:** 2024 Pavement Rejuvenation Project for the Engineering Department
- 3) Police Department request:** Approve the promotion of **Officer Zachary J. Bechtel** from the rank of Patrol Officer to the rank of Sergeant, retroactive to Dec. 1, 2023
- 4) Environmental Resilience Department request:** Approve and authorize the Mayor to sign contracts for the creation of the South Wellfield Bee and Butterfly Sanctuary
- 5) Engineering Department request:** Approve the partial closure of Reliance Road, Dec. 13-15, 2023, for the new building utility connections and roadway restoration
- 6) Engineering Department request:** Approve Change Order No. 4 for the 2023 Asphalt Project to make valve box adjustments and the thermoplastic pavement markings for an increase of \$16,994.65 and a 6.98% change to the contract price to \$2,650,494.15
- 7) Engineering Department request:** Approve the acceptance of infrastructure of roadway, water main, sanitary and storm sewers, and sidewalk for maintenance for the Westoria Subdivision Expansion, Phase 8, for a total of \$399,567.93
- 8) Engineering Department request:** Approve the acceptance of maintenance for public ways at the East College Avenue Development Project

### **Privilege of the Floor**

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

### ***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD**  
**MINUTES OF THE DECEMBER 4, 2023 REGULAR MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichthy, Mike Landis, Orv Myers, Barb Swartley and Mary Nichols

**Absent:** None

**CALL TO ORDER:** Mayor Gina Leichthy called the meeting to order at 2:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichthy presented the minutes of the Nov. 20, 2023 Regular Meeting prepared by Clerk-Treasurer Aguirre. **Board Member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board Member Orv Myers. Motion passed 5-0.**

**REVIEW/APPROVE AGENDA:** Mayor Leichthy presented the agenda as submitted by the Clerk-Treasurer, but requested that agenda items #15 and #16 be moved ahead of agenda item #14. **Board member Landis moved to adjust the agenda as suggested. Board member Myers seconded the motion. Motion passed 5-0.**

**1) Police Department request: Approve the resignation of Lt. Jared Ellison, effective Dec. 23, 2023**

**City Police Chief José Miller** asked the Board to approve the resignation of **Lt. Jared Ellison**, effective Dec.23, 2023. Lt. Ellison's last day with the department would be Dec. 22, 2023.

**Chief Miller** said Lt. Ellison, who submitted his resignation on Nov. 9, has resigned to work full time for his personal business in the private sector. Lt. Ellison stated he wishes to remain with the department as a Reserve Officer if the Police Department continues with the program.

**Chief Miller** added, "Since his beginning here at the department starting in September 2017, Jared has moved up through the ranks as a Patrol Officer, Sergeant, and Lieutenant. He served on the Elkhart County SWAT Team as a member of the team and as a supervisor. Lt. Ellison has served this community with high integrity and was a great mentor and supervisor. Lt. Ellison will truly be missed by the Goshen Police Department. And I wish him on the best in his future endeavors."

**Mayor Leichthy** asked Chief Miller to thank Lt. Ellison for his service.

**Landis/Myers made a motion to approve the resignation of Lt. Jared Ellison, effective Dec.23, 2023. Motion passed 5-0.**

**2) Police Department request: Approve the promotion of Officer Warren C. O'Neal from the rank of Sergeant to the rank of Lieutenant, effective Dec. 1, 2023**

**City Police Chief José Miller** asked that the Board approve the promotion of **Officer Warren C. O'Neal** from the rank of Sergeant to the rank of Lieutenant, retroactive to Dec. 1, 2023.

**Chief Miller** said Officer O'Neal received the highest score for the testing of this position. Chief Miller added, "Officer O'Neal has worked on the police department approximately 4½ years and has demonstrated he will be an asset to our department and leadership team."

**Landis/Myers made a motion to approve the promotion of Officer Warren C. O'Neal from the rank of Sergeant to the rank of Lieutenant, retroactive to Dec. 1, 2023. Motion passed 5-0.**

*After the Board approved the promotion, Mayor Leichthy swore Lieutenant O'Neal into office.*



**3) Police Department request: Approve the hiring of Austin Ray Whitford for the position of probationary patrol officer, effective Monday Dec. 4, 2023**

**City Police Chief José Miller** asked the Board to approve the hiring of **Austin Ray Whitford** for the position of probationary patrol officer, effective Monday, Dec. 4, 2023.

**Chief Miller** said Officer Whitford has passed all exams and has been approved by both the local and State pension boards. The Chief added, "We are thrilled to have Austin as a new police officer serving our community."

**Landis/Myers made a motion to approve the hiring of Austin Ray Whitford for the position of probationary patrol officer, effective Monday, Dec. 4, 2023. Motion passed 5-0.**

**After Board approval, Mayor Leichty swore Probationary Patrol Officer Austin Ray Whitford into office.**

**4) Police Department request: Approve the hiring of Guadalupe Mendoza-Rivera for the position of probationary patrol officer, effective Monday Dec. 4, 2023**

**City Police Chief José Miller** asked the Board to approve the hiring of **Guadalupe Mendoza-Rivera** for the position of probationary patrol officer, effective Monday, Dec. 4, 2023.

Officer Mendoza-Rivera has passed all exams and has been approved by both the local and State pension boards. Chief Miller added, "We are thrilled to have Guadalupe as a new police officer serving our community."

**Landis/Myers made a motion to approve the hiring of Guadalupe Mendoza-Rivera for the position of probationary patrol officer, effective Monday, Dec. 4, 2023. Motion passed 5-0.**

**After approval, Mayor Leichty swore Probationary Patrol Officer Guadalupe Mendoza-Rivera into office.**

**5) Resident request: Approve gravel driveway for 504½ Hackett Road (Adam & Elise Derstine)**

**Adam and Elise Derstine of Goshen** asked the Board to approve an exception to the hard surface driveway requirement for their home building project at 504½ Hackett Road.

The **Derstines** said that due to the unusual length of the driveway, the large number of other gravel drives on Hackett Road and the unsuitability of other options, they believed gravel was the most appropriate option.

In their written request, **Adam Derstine** wrote that between 504 and 506 Hackett Drive there is a 200-foot gravel drive. "We want to extend this driveway with gravel 476 feet to the south for a total of 676 feet. We do not propose to connect new gravel to city street, but to connect to existing gravel drive, all of which is on property we own. This gravel will not even be visible from the road. Mail and deliveries will go to a box on Hackett, not to the residence."

**Derstine** also wrote that there are 39 driveways on Hackett Road and at least 11 of them are gravel. He added that he and Elise had three options for a driveway: "Concrete – Given the length of the driveway at nearly 700 feet, a concrete driveway would cost approximately \$100,000 and is not feasible; Reclaimed asphalt millings – An asphalt driveway would meet City requirements and is specified as an option in City documents, but has potential environmental drawbacks for water runoff; Gravel – Gravel is the best option. This gravel extension would be 200 feet from a city street, not visible from the road, is permeable and doesn't pose an undue cost burden."

**Mayor Leichty** asked if there were any questions comments on the request.

**Clerk-Treasurer Aguirre** said **City Director of Public Works & Utilities Dustin Sailor** indicated in an email that the Engineering Department did not object to the request.

**Board member Landis** said given the location and being surrounded by woods, he had no problem with the request.

**Mayor Leichty** commented on the high cost of a concrete driveway. **Adam Derstine** responded that a concrete driveway would cost more than \$100,000.

In response to a question from **Board member Landis**, **City Attorney Stegelmann** commented on the finding the Board's motion could include to allow a gravel driveway.

**Landis/Myers made a motion that because of the unique attributes and the location of the driveway, the Board should approve an exemption for a hard surface driveway at 504 Hackett Road and that a gravel driveway would be permitted. Motion passed 5-0.**



**6) Legal Department request: Pass and adopt Resolution 2023-39, Ratifying the Special Purchase of Services for Uniforms, Floormats, and Facility Maintenance Supplies for the City of Goshen from Cintas Corp through the State of Indiana QPA #15709**

**Brandy Toms, a paralegal with the City Legal Department,** said she was presenting Resolution 2023-39, Ratifying the Special Purchase of Services for uniform, floormat and facility maintenance supplies through the State of Indiana quantity purchase agreement (QPA) with Cintas Corp.

**Toms** said Indiana Code 5-22-10 allows the City to make a special purchase when the purchase is made from an entity that has a contract with a state agency and the contract with the state requires the entity to make the supplies available to political subdivisions. She said Cintas Corp has a quantity purchase agreement (#15709) with the State of Indiana for services of uniforms, floormats and facility maintenance supplies. The current contract for these services to the City of Goshen will expire at the end of 2023.

**Toms** said In order to provide a smooth transition of this service into the new year, Cintas Corp needed to begin coordinating with City Departments immediately to comply with the City employees' contract agreement regarding uniform provisions. **Mayor Leichy** was notified of the issue and authorized Cintas Corp. to proceed by execution of the acceptance agreement attached to the Resolution. She asked the Board to ratify this special purchase.

**Board member Landis** asked the name of the current provider. **Toms** responded that it is Wildman Business Group. She said it's contract with the City was expiring at the end of 2023 and no further extensions were allowed under its current contract with the City.

**Board member Landis** asked if the "special purchase" designation meant the agreement was exempt from competitive bidding requirements. **City Attorney Stegelmann** said the City is allowed to contract with any entity that has a State of Indiana quantity purchase agreement. **Stegelmann** and **Toms** added that this meant there would be a competitive price.

**Landis/Myers made a motion to pass and adopt Resolution 2023-39, Ratifying the Special Purchase of Services for Uniforms, Floormats, and Facility Maintenance Supplies for the City of Goshen from Cintas Corp through the State of Indiana Quality Purchase Agreement (QPA) #15709. Motion passed 5-0.**

**7) Legal Department request: Ratify the execution of the lease agreement with JDC for the rental of a vactor truck necessary to repair filter 3 at the north well field**

**Brandy Toms, a paralegal with the City Legal Department,** said on or about Nov. 22, 2023, an internal failure occurred in filter 3 at the north well field. To make the necessary repairs, the City had to lease a vactor truck to clean out the media within the filter.

**Matt Beard, a supervisor at the City Water and Sewer Plant,** indicated that City staff needed to rent a "guzzler vactor" truck from the Jack Doheny Company to clean media out of filter 3 at the north well field. He said there was an internal failure, and the filter plays an important part in supplying the City with water. The daily rental charge for the vactor was \$1,500 and the weekly rate was \$4,900.

**Toms** said that since the next Board of Public Works & Safety meeting was two weeks away and the City could not wait that long to make the repairs, **Mayor Leichy** was notified of the issue and authorized the City to rent the vactor so the City could proceed with making the timely repairs.

**Mayor Leichy** noted for the public that "flushable wipes are not flushable."

**Board member Landis** asked how long the vactor was rented. **Kent Holdren, Superintendent of the City Water Treatment and Sewer Department,** said the vactor was rented for three days and additional work was done. **Toms** said City staff informed the Legal Department of the length of the rental.

**Landis/Myers made a motion to ratify the execution of the lease agreement with JDC for the rental of a vactor necessary to repair filter 3 at the north well field. Motion passed 5-0.**



**8) Legal Department request: Approve and authorize Mayor Leichthy to execute the Agreement with Baker Tilly US, LLP for Municipal Water Utility Advisory Services at a cost of \$102,500 plus additional expenses and actual time spent billed**

**Brandy Toms, a paralegal with the City Legal Department**, said attached to the agenda meeting packet for the Board’s approval and to authorize Mayor Leichthy to execute was a Scope Appendix with Baker Tilly US, for Municipal Water Utility Advisory Services to include the following services:

- A. General Municipal Advisory Services
- B. Securities issuance
- C. State Revolving Fund (SRF) Application
- D. Arbitrage Monitoring Services
- E. Continuing Disclosure Services
- F. Parity Report
- G. Asset Management Plan.

**Toms** said these services are necessary for City Utilities to be eligible for future State Revolving Fund loans and other grant funds related to the Lead Service Line Replacement program. The cost for these services will be:

**Services covered in A-C will be \$72,000**

**Services covered in F will be \$5,500**

**Services covered in G will be \$25,000**

**Services covered in D-E will be billed based upon actual time and expenses incurred at the standard hourly rates below:**

Title	2023 Hourly Rate
Partners/Principals/Directors	\$295-\$525
Managers	\$235-\$340
Consultants/Analysts	\$160-\$235
Support/Paraprofessionals	\$115-\$175
Interns	\$110-\$145

In response to a question from **Board member Landis, City Asset Manager Boston Snyder** provided a further explanation of the costs and said they were reasonable under the circumstances.

**Mayor Leichthy** said the City is already doing extensive work to identify all of the City’s lead service lines. She also encouraged members of the public to complete questionnaires distributed by City staff.

**Toms** said the agreement includes the cost of applying for loans.

**Landis/Myers made a motion to approve and authorize Mayor Leichthy to execute the agreement with Baker Tilly US, LLP for Municipal Water Utility Advisory Services at a cost of \$102,500, plus additional expenses and actual time spent billed at Baker Tilly’s 2023 standard hourly rate as memorialized in the table included in the agreement. Motion passed 5-0.**

**9) Legal Department request: Approve and authorize Mayor Leichthy to execute the Agreement with Baker Tilly US, LLP to conduct a Municipal Sewage Works Asset Management Plan at a cost of \$25,000**

**Brandy Toms, a paralegal with the City Legal Department**, said attached to the agenda meeting packet for the Board’s approval and to authorize Mayor Leichthy to execute was a Scope Appendix with Baker Tilly US, for a multi-year capital asset financial plan for the City’s Sewage Works.

According to the Scope Index, Baker Tilly will furnish and perform services with respect to the financial studies conducted for the Sewage Works and the development of a multi-year financial plan estimated to be adequate to provide for the future capital asset requirements as detailed in the asset management plan prepared by the Client and/or its consulting engineer. Baker Tilly will be paid \$25,000 for this work.



**Landis/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with Baker Tilly US, LLP to conduct a Municipal Sewage Works Asset Management Plan at a cost of \$25,000. Motion passed 5-0.**

**10) Legal Department request: Approve Community Service Partnership Agreement with LaCasa of Goshen, Inc., providing \$27,250.00 to support its services and programs.**

**City Attorney Bodie Stegelmann** said the City of Goshen supports various community service organizations that provide services or programs to City residents in a manner more efficient than what the City could provide. He said the City supports these organizations with funds and wishes to continue to do so, and these organizations are required to account for how the funds are used.

**Stegelmann** said LaCasa of Goshen, Inc. provides real estate and community development services and has requested \$27,250 to support its services and programs. He said an agreement provided with a Legal Department memorandum was now being brought to the Board for consideration and approval.

According to the agreement, LaCasa will provide the following services:

**Real estate development projects, including:**

- a. Purchasing and demolishing substandard houses in Goshen and returning some to homeownership opportunities for low-income Goshen homebuyers through new construction of single family for sale housing.
- b. Purchasing and rehabilitating multi-family buildings to create or rehabilitate affordable housing.

**Operating a financial empowerment center and providing community building and engagement services, including:**

- a. Financial literacy programs.
- b. Facilitating the investment of IDA funds in the community.
- c. Facilitating home purchases.

**Community building and engagement activities in the East Lincoln Corridor**

**Mayor Leichty** said this agreement has been in effect for some time, is now up for renewal and is an agreement for work that will be subject to a report at the end 2024.

Asked by the **Mayor** to comment, **Brad Hunsberger, Vice President for Real Estate Development for LaCasa**, said the agreement is for services LaCasa has been providing. He said it's a different kind of agreement than in the past and was provided for in a different form about 2017. The **Mayor** said she expects this agreement will continue in coming years.

**Landis/Myers made a motion to approve the agreement with LaCasa of Goshen, Inc. to support the real estate and community development services and/or projects outlined in the agreement, and authorize Mayor Leichty to sign the agreement on behalf of the City. Motion passed 5-0.**

**11) Engineering Department request: Approve the closure of Douglas Street, west of 10th Street, from Dec. 11, 2023 until March 8, 2024**

**City Project Inspector Andrew Lund of the Engineering Department** said Niblock Excavating has requested permission to close East Douglas Street, west of South 10th Street, from Dec. 11, 2023 until March 8, 2024. He said this is a dead-end street, and Niblock will coordinate access for necessary deliveries for Gleason Industries.

**Lund** said the work may require a lane restriction near the intersection of Douglas Street and 10th Street, which would be completed with flagging operations. Niblock Excavating is requesting this closure to complete planned water main relocation and underground storm system construction as part of the Tenth Street Reconstruction project.

**Landis/Myers made a motion to approve the closure of Douglas Street west of 10th Street, from Dec. 11, 2023 until March 8, 2024. Motion passed 5-0.**



**12) Stormwater Department request: Approve and authorize the Board to execute the agreement with Green Oaks project**

**City Stormwater Coordinator Jason Kauffman** requested the Board's approval of an agreement for the Completion of Construction for the Green Oaks Assisted Living project located at 282 Johnston Street.

**Kauffman** said the building has passed its final building inspection and the project is substantially completed except for the planting of one tree, the replacement of two dead arborvitae, and the installation of a permanent locking handle on the water service line bypass. These final requirements cannot be completed at this time due to weather conditions and a delay in the arrival of the locking handle.

**Kauffman** said the property owner, Green Oaks of Goshen, LLC, agrees to complete the planting of the trees by June 15, 2024, and the installation of the locking handle as soon as possible. The expected cost of the work is below \$2,000, so no surety bond is required.

**Landis/Myers made a motion to approve and authorize the Board to execute the agreement with Green Oaks of Goshen, LLC for the completion of the construction project at 282 Johnston Street. Motion passed 5-0.**

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

**Mayor Leichy opened Privilege of the Floor at 2:32 p.m.**

**City Street Commissioner David Gibbs** announced that the Street Department's final fall leaf pickup would take place throughout the City starting on Monday, Dec. 11, 2023.

**Mayor Leichy** thanked the Street Department for all of its work this fall.

**There were no further comments, so Mayor Leichy closed the public comment period at 2:33 p.m.**

**At 2:33 p.m. Mayor Leichy recessed the Board of Public Works & Safety meeting and convened a meeting of the City of Goshen Stormwater Board to consider one request.**

**CITY OF GOSHEN STORMWATER BOARD**

**2:00 p.m., December 4, 2023**

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

**Members: Mayor Leichy, Mike Landis and Mary Nichols**

**13) Accept the post-construction stormwater management plan amendment for the Lippert Components Building Addition, 1206 Eisenhower Drive**

**City Stormwater Coordinator Jason Kauffman** said the developer of the Lippert Components Building Addition, located at 1206 Eisenhower Drive, has submitted a sufficient post-construction stormwater management plan (PCSMP) amendment that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." The original PCSMP was approved by the Stormwater Board in 2013.

**Kauffman** said the Stormwater Department was requesting that the Board accept the plan.

In response to a question from **Board member Landis**, **Kauffman** explained the additional work that was done on the project and said this was why an amendment was required.

**Landis/Nichols made a motion to accept the post-construction stormwater management plan amendment for the Lippert Components Building Addition 1206 Eisenhower Drive project as it has been found to meet the requirements of City Ordinance 4329. Motion passed 5-0.**



At 2:35 p.m. Mayor Leichty adjourned the meeting of the City of Goshen Stormwater Board and reconvened the Board of Public Works & Safety meeting. She then opened public hearings to review three orders of the City of Goshen Building Commissioner for three Goshen properties.

**CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:**

2:00 p.m., December 4, 2023

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

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

14) Review of the Order of the City of Goshen Building Commissioner for 111 South 29th Street (Ronald E. Davidhizar, property owner)

**AND**

15) Review of the Order of the City of Goshen Building Commissioner for 702 North 6th Street (Ronald E. Davidhizar, property owner)

At 2:36 p.m., Mayor Leichty convened a hearing to consider both matters.

**BACKGROUND – Order of the City of Goshen Building Commissioner for 111 South 29th Street (Ronald E. Davidhizar, property owner) :**

An unsafe building review hearing on the Nov. 1, 2023 demolition Order of the City of Goshen Building Commissioner by the City Board of Public Works & Safety was scheduled Dec. 4, 2023 for the property located at 111 South 29th Street, Goshen (Ronald E. Davidhizar, property owner). The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner Order and determine what action to order concerning the property.

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.

According to a Dec. 4, 2023 memorandum from the City Legal Department to the Board, City Building Commissioner Myron Grise issued an order on Nov. 1, 2023 concerning the property at 111 South 29th Street in Goshen. The Dec. 4 Board of Works hearing was scheduled for the consideration of evidence and a decision on the Order requiring:

*“Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before December 1, 2023.”*

**The Building Commissioner identified the following Goshen City Code violations:**

1. The residential structure is not secured from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). There is no front door installed, missing windows, and large gaps in the foundation. The presence of animal and human feces, decaying animal carcasses, and accumulation of materials inside the structure demonstrate the residential structure’s accessibility.

2. The heating and mechanical system at the residential structure have been damaged due to neglect and lack of use, a violation of Section 6.3.1.1(a). The furnace has been tampered with and the existing duct work has rusted out and needs replacement.

3. Due to neglect and deterioration, the residential structure is in a condition where it is danger of collapsing, a violation of Sections 6.3.1.1(p) and (r). Areas of the roof are in danger of collapse from deterioration and leaks. Areas of the foundation are collapsing and have large gaps, permitting animals and weather to enter.





4. The residential structure has become a fire hazard, a violation of Section 6.3.1.1(x). Due to neglect and dilapidation, in addition to the residential structure's accessibility, the structure has lost most of its fire resistance qualities; the gas lines are busted, the electrical wiring has been cut, and the furnace has been tampered with.
5. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). Most plumbing pipes have been cut or completely removed.
6. The electrical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). All the wiring has been cut and removed; the electrical panel is open and all wires have been cut from the panel.
7. The foundation of the residential structure is not weather tight, has not been kept in good repair, and is not firmly supported nor free of open cracks and breaks, a violation of Section 6.3.1.1(b). There are areas of the foundation that have large holes permitting animals and weather to enter, and areas of the foundation wall that have begun to collapse.
8. There are multiple missing windows and broken windows throughout the residential structure, a violation of Section 6.3.1.1(d).
9. The roof has not been kept in good repair, a violation of Section 6.3.1.1(b). The roof has deteriorated and has several leaks. Areas of the soffit have collapsed.
10. The ceiling has not been kept in good repair, a violation of Section 6.3.1.1(b). Ceiling panels throughout the residential structure have collapsed and several areas of the ceiling have holes.
11. The walls inside the house have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls have holes in them.
12. The floors have not been kept in good repair, a violation of Section 6.3.1.1(b). Several floors have holes in them and there are areas of the floor that have begun to collapse.
13. All painted surfaces in the residential structure are not properly coated and weather tight, a violation of Section 6.3.1.1(g). Areas through the interior and exterior have chipped and peeling paint.

**The Board hearing was scheduled because the time to complete the demolition required by the Building Commissioner's Order had passed and the conditions and violation cited in the Order still existed. The Building Commissioner determined the cited conditions rendered the building and residential structure to be unsafe and that it should be demolished.**

The property owner was given notice of the Dec. 4 hearing and notified of his right to appear at the hearing, present evidence, cross-examine opposing witnesses and present evidence. He also was advised of his right to appeal the findings of fact by the Board of Public Works & Safety and the Building Commissioner's Order to the Elkhart County Superior Court.

**BACKGROUND – Order of the City of Goshen Building Commissioner for 702 North 6th Street (Ronald E. Davidhizar, property owner):**

**An unsafe building review hearing on the Nov. 1, 2023 demolition Order of the City of Goshen Building Commissioner by the City Board of Public Works & Safety was scheduled Dec. 4, 2023 for the property located at 702 North 6<sup>th</sup> Street, Goshen (Ronald E. Davidhizar, property owner). The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner Order and determine what action to order concerning the property.**

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.



According to a Dec. 4, 2023 memorandum from the City Legal Department to the Board, City Building Commissioner Myron Grise issued an order on Nov. 1, 2023 concerning the property at 702 North 6<sup>th</sup> Street in Goshen. The Dec. 4 Board of Works hearing was scheduled for the consideration of evidence and a decision on the Order requiring: *“Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before December 1, 2023.”*

**The Building Commissioner identified the following Goshen City Code violations:**

1. The residential structure is not secured from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). The front door is open, the door to the basement is open, and the residential structure is freely accessible to vandals and squatters, in addition to animals.
2. The roof exhibits signs of deterioration and leaking, permitting water into the residential structure; ceiling plaster on the second floor has collapsed, exposing water damaged lath on walls and ceiling; the soffit at the rear of the property has begun to collapse; and the fascia around the residential structure is severely water damaged; all of which are violations of Section 6.3.1.1(c).
3. Multiple windows and doors are broken and not working properly, a violation of Section 6.3.1.1(d).
4. Multiple areas of the foundation have holes and cracks, permitting weather and animals to enter; areas of block foundation have failed and compromised the strength of the foundation; which are violations of Sections 6.3.1.1(b) and (j).
5. Portions of the second floor ceiling have collapsed; ceiling panels on the main floor have collapsed; walls throughout the residential structure have holes; several walls have collapsed or been removed, leaving only studs; all of which are violations of Section 6.3.1.1(b).
6. The interior of the residential structure has chipped and peeling paint throughout, a violation of Section 6.3.1.1(g).
7. The electrical system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
8. The plumbing system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
9. The mechanical system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
10. The residential structure, due to deterioration, damage, and its dilapidated condition, has become a fire hazard, a violation of Section 6.3.1.1(x)

**The Board hearing was scheduled because the time to complete the demolition required by the Building Commissioner’s Order had passed and the conditions and violation cited in the Order still existed. The Building Commissioner determined the cited conditions rendered the building and residential structure to be unsafe and that it should be demolished.**

The property owner was given notice of the Dec. 4 hearing and notified of his right to appear at the hearing, present evidence, cross-examine opposing witnesses and present evidence. He also was advised of his right to appeal the findings of fact by the Board of Public Works & Safety and the Building Commissioner’s Order to the Elkhart County Superior Court.

**DEC. 4, 2023 HEARING ON THE ORDERS OF THE CITY BUILDING COMMISSIONER FOR 111 SOUTH 29<sup>th</sup> STREET & 702 NORTH 6<sup>th</sup> STREET (RONALD E. DAVIDHIZAR, PROPERTY OWNER):**

**After convening the hearing on both properties at 2:36 p.m., Mayor Leichty swore in two witnesses who were expected to testify today – City Building Inspector Travis Eash and Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company.**

**Assistant City Attorney Donald R. Shuler** said three hearings were scheduled to take place on Orders of the City Building Commissioner. He said hearings for two properties owned by **Ronald E. Davidhizar** would be considered before a hearing on a property owned by **Cecil Bontreger**. He said a representative of Davidhizar would be making a request to the Board.

**Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company, said pending before the Board were hearings on Davidhizar properties at 111 South 29<sup>th</sup> Street and 702 North 6<sup>th</sup> Street.**



**Blough** said he and his colleague, **Brad B. Hooley**, have been in conversation with Davidhizar about these two properties as well as other properties – some with City Building Commissioner Orders and some without Orders. For several weeks, Blough said he and Hooley have been in conversation with **Assistant City Attorney Shuler** and other City staff members about these properties.

As a result, **Blough said he and Hooley were proposing to auction off the properties at 111 South 29th Street and 702 North 6th Street. In addition, he said Davidhizar has also signed an agreement to auction off properties at 208 Queen Street, 321 West Oakridge Avenue, 115 North 22<sup>nd</sup> Street and 114 South 29<sup>th</sup> Street in a six-property auction on Jan. 27, 2024.** He said it would be an “absolute auction,” meaning that ownership of the properties would transition to people who provide the highest bids.

Similarly, on **Dec. 16, Blough said his company will be auctioning two Davidhizar properties in Goshen at 407 Center Street and 416 North 8<sup>th</sup> Street. Blough said he company also will oversee and ensure that the building at 218 North 9<sup>th</sup> Street is demolished by the end of 2023.**

**Blough** said he and Hooley have had discussions with **Assistant City Attorney Shuler** and **Deputy Mayor Mark Brinson** and are seeking to create a “win-win situation,” including new owners for these properties “and take some off Mr. Davidhizar’s plate.”

In response to a question from **Board member Swartley**, **Blough** clarified the addresses of the properties that would be auctioned. He said his company reached an agreement with Davidhizar over the weekend.

**Blough** said his company oversaw an eight-property auction of Davidhizar properties in Elkhart County as well as some in Elkhart. They also auctioned a vacant lot. They also did a five-property auction on July 15, and all successfully closed and have either sold or are being remodeled.

**Mayor Leichy** said she assumed the demolition orders would remain in effect even if there were new property owners. **Blough** said they would, but he was asking for a pause in enforcement to allow time to auction the properties and allow the new property owners to take ownership and develop plans for the properties. He said the City could then work with the new property owns to develop plans and timelines for dealing with them. He said the sales will close 30 days after the auction, so there will be new property owners by the end of February.

**Board member Swartley** asked if the homes auctioned so far have been sold to multiple owners or just a few owners. **Blough** said of the five Milford properties, there were four owners. Of the eight Elkhart properties, three went to one owner and five went to individual owners.

**Assistant City Attorney Shuler** said **Blough was seeking a continuance of the two Davidhizar property hearings scheduled for today.** He said **two of the properties Blough mentioned – at 208 Queen Street and 321 West Oakridge Avenue – had been scheduled for Board hearings on Orders by the City Building Commissioner on Dec. 11, 2023. He said Blough also was requesting a continuance of those hearings. Shuler said City staff met today and were recommending that the Board grant the four continuance requests to Jan. 29, 2024 to allow the auction process to play out.**

**Shuler** said the City has City Building Commissioner orders in place for demolition of the four properties, which have been recorded with the Elkhart County Recorder’s Office. He said anyone who takes title to the properties will be aware they are purchasing buildings that could be demolished.

**Board member Landis** asked if there would be four separate hearings on Jan. 29 for the four properties if four different people purchase the four properties or would the hearings be delayed until the sales are finalized in February. **Shuler** said City staff was recommending a continuance until after the Jan. 27 auction to learn the names of the new owners and what will happen to the properties.

**Mayor Leichy** said she wanted to make sure some of the buildings in poor condition are demolished. She also asked if a provision could be added to prohibit **Davidhizar** from purchasing any of the properties.

**Shuler** said he believes the auction contract prohibits Davidhizar from buying any of the properties. He said the City cannot order demolition until the Board holds a hearing, considers evidence and makes a decision.



Still, **Shuler** said the Building Commissioner's Order remains in effect and the City can always proceed toward demolition after a two-month delay.

**Mayor Leichty** said she was excited some Davidhizar properties may soon be sold, opening the possibility there will be new owners to create more housing in the City. As **Board member Landis** indicated, the Mayor said the City might soon have to now negotiate with multiple property owners, but she said they may be more motivated to making improvements to the properties.

**Board member Landis** agreed even though City action was being delayed for two months, Still, he said this seemed like progress was being made.

In response from an inquiry from the **Mayor** on how best to proceed, **City Attorney Stegelmann** suggested that a motion be made to continue the hearings to Jan. 29 on the two properties before the Board today and on the two properties scheduled to be considered Dec. 11, 2023.

**Landis/Myers** then made a motion to continue the hearings to Jan. 29, 2024, until after the absolute auction occurs, on the Building Commissioners Orders for the properties before the Board today at 111 South 29th Street and 702 North 6th Street and the two properties at 208 Queen Street and 321 West Oakridge Avenue that had been scheduled to be heard by the Board on Dec. 11, 2023. The motion passed 5-0.

*Mayor Leichty asked Blough to provide a bill of sale to the Clerk-Treasurer.*

16) Review of the Order of the City of Goshen Building Commissioner for 603 North 7th Street (Cecil Bontreger, property owner)

At 2:54 p.m., Mayor Leichty convened a hearing to consider the Order of the City of Goshen Building Commissioner for 603 North 7th Street (Cecil Bontreger, property owner).

#### **BACKGROUND:**

An unsafe building review hearing on the Nov. 1, 2023 demolition Order of the City of Goshen Building Commissioner by the City Board of Public Works & Safety was scheduled Dec. 4, 2023 for the property located at 603 North 7th Street, Goshen (Cecil Bontreger, property owner). The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner Order and determine what action to order concerning the property.

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.

According to a Dec. 4, 2023 memorandum from the City Legal Department to the Board, City Building Commissioner Myron Grise issued an order on Nov. 1, 2023 concerning the property at 603 North 7th Street in Goshen. The Dec. 4 Board of Works hearing was scheduled for the consideration of evidence and a decision on the Order requiring:

*"Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before December 1, 2023."*

**The Building Commissioner identified the following Goshen City Code violations:**

1. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). All plumbing lines have been cut or removed.

2. The windows and doors are not weather tight and rodent proof, and have not been kept in good repair, a violation of Section 6.3.1.1(d). There are broken windows throughout the residential structure, with broken glass everywhere. The window trim has rotted and is water soaked. The exterior doors do not shut.



3. The mechanical and heating system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). The furnace is inoperable, and the gas meters have been pulled.
4. The electrical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). The electrical meters have been removed, the electrical panel has been tampered with, and there are multiple areas throughout the structure where the electrical wires have been cut or removed, or there is exposed wiring.
5. The floors in the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Floorboards throughout the residential structure have rotted.
6. The walls in the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls in the residential structure have holes.
7. Interior and exterior painted surfaces have not been properly coated and are not weather tight, a violation of Section 6.3.1.1(g). Multiple areas throughout the residential structure have chipping and peeling paint.
8. The bathroom floor has not been kept in good repair and is likely to fail, a violation of Sections 6.3.1.1(b) and (p). The bathroom floor has become detached from the wall and is in danger of collapse due to deterioration.
9. The roof is not weatherproof nor been kept in good repair, and is likely to fail, a violation of Sections 6.3.1.1(b), (c), and (r). The rear roof has begun to sag, evidencing water damage and deterioration, and is in danger of collapse.
10. The residential structure has become a fire hazard due to neglect, a violation of Section 6.3.1.1(x). The residential structure has already sustained a fire and has become accessible to vandals and squatters. Gas pipes and water lines have been cut.
11. The residential structure is unsecured, a violation of Section 6.3.1.1(ff). There is evidence of vandals and squatters entering the residential structure, such as graffiti, food remnants, and property damage.
12. There is no second-floor guardrail or handrail, a violation of Section 6.3.1.1(f).

**The Board hearing was scheduled because the time to complete the demolition required by the Building Commissioner's Order had passed and the conditions and violation cited in the Order still existed. The Building Commissioner determined the cited conditions rendered the building and residential structure to be unsafe and that it should be demolished.**

The property owner was given notice of the Dec. 4 hearing and notified of his right to appear at the hearing, present evidence, cross-examine opposing witnesses and present evidence. He also was advised of his right to appeal the findings of fact by the Board of Public Works & Safety and the Building Commissioner's Order to the Elkhart County Superior Court.

#### **DEC. 4, 2023 HEARING ON THE ORDER OF THE CITY BUILDING COMMISSIONER FOR 603 NORTH 7<sup>th</sup> STREET (CECIL BONTREGER, PROPERTY OWNER) AND THE BOARD'S ACTION:**

**After the Mayor convened the hearing on the property at 603 North 7<sup>th</sup> Street at 2:54 p.m., Assistant City Attorney Donald Shuler provided a brief overview of the proceeding.** He said the City Building Commissioner's Nov. 1 Order was sent by certified mail to the property owner and was signed for on the same date.

Shuler submitted a Certificate of Issuance of the Building Commissioner's Order for the premises at 603 North 7<sup>th</sup> Street, which was addressed to Cecil Bontreger, as well as a signed Certified Mail Receipt dated Nov. 1, 2023 (**EXHIBIT #1.**)

**City Building Inspector Travis Eash** then provided testimony based on a Dec. 4, 2023 memorandum he delivered to Board members at the meeting. His memorandum included a one-page summary, a four-page report (dated Oct. 16, 2023) with findings of an inspection of the vacant property at 603 North 7<sup>th</sup> Street, and 52 photos showing the condition of the property reproduced on 13, 8.5 X 11-inch pages (**EXHIBIT #2**)

**Eash** said that his initial inspection of the property was conducted on Oct. 16, 2023. He said the photographs attached to his memorandum were from that inspection.



**Eash** said he and **Building Commissioner Myron Grise** met with the property owner on Friday, Dec. 1 to confirm what, if any, work had been completed at 603 North 7th Street.

**Eash** said, "No work has been started on the property and no permits have been pulled. This is an indication to our department that there has been no effort from the owner of the property to bring the property to a habitable condition. There hasn't been any water usage on the property since February 2022. The house is sitting there vacant and accessible to vagrants and vandals which, by the photos, you can tell.

"The building departments main area of concern for the structure is that the bathroom floor has begun to collapse and has completely detached from the wall and is just sinking, along with rotted floorboards, The current condition of the roof, especially in the rear of the property, is really bad. It's in poor condition. All the gas lines, electrical lines and plumbing lines have been cut and a lot of them removed, along with multiple other violations like broken windows, torn flooring, trip hazards, graffiti all over the place, holes in the walls and holes in floors."

**Eash** concluded: "With this evidence and the lack of initiative from the owner and its current condition, the Building Department's recommendation is for the house to be determined unsafe and demolished."

**Eash** invited questions from Board members on the condition of the property.

In response to a request from **Mayor Leichty**, **Eash** summarized the current code violations at the property found during his Oct. 16, 2023 inspection. They included:

1. The plumbing system at the residential structure is inoperable. All plumbing lines have been cut or removed.
2. The windows and doors are not weather tight and rodent proof, and have not been kept in good repair. There are broken windows throughout the residential structure, with broken glass everywhere. The window trim has rotted and is water soaked. The exterior doors do not shut.
3. The mechanical and heating system at the residential structure is inoperable. The furnace is inoperable, and the gas meters have been pulled.
4. The electrical system at the residential structure is inoperable. The electrical meters have been removed, the electrical panel has been tampered with, and there are multiple areas throughout the structure where the electrical wires have been cut or removed or there is exposed wiring.
5. The floors of the residential structure have not been kept in good repair. Floorboards throughout the residential structure have rotted.
6. The walls in the residential structure have not been kept in good repair. Multiple walls in the residential structure have holes.
7. Interior and exterior painted surfaces have not been properly coated and are not weather tight. Multiple areas throughout the residential structure have chipping and peeling paint.
8. The bathroom floor has not been kept in good repair and is likely to fail. The bathroom floor has become detached from the wall and is in danger of collapse due to deterioration.
9. The roof is not weatherproof nor been kept in good repair, and is likely to fail. The rear roof has begun to sag, evidencing water damage and deterioration, and is in danger of collapse.
10. The residential structure has become a fire hazard due to neglect. The residential structure has already sustained a fire and has become accessible to vandals and squatters. Gas pipes and water lines have been cut.
11. The residential structure is unsecured. There is evidence of vandals and squatters entering the residential structure, such as graffiti, food remnants, and property damage.
12. There is no second-floor guardrail or handrail.

In response to a question from **Assistant City Attorney Shuler**, **Eash** said the Building Department last issued a permit to the property in 2015. He added that the home was being rented until early 2022.

**Board member Landis** said it appeared the condition of the home had quickly deteriorated since early 2022. **Mayor Leichty** said the home may have been in poor condition since before 2022.



**Mayor Leichty** asked **Assistant City Attorney Shuler** if he had more information to present. Shuler said he did not, but that the property owner was present and might want to speak.

**Cecil Bontreger** was sworn in to give truthful testimony.

**Bontreger** said the property, which is divided into two apartments, was last rented about two years ago. He said most damage to the home has occurred since the summer of 2023 by drug-abusing people who broke into the home.

**Bontreger** said he only recently became aware of the City inspection report and the demolition order and didn't receive much notice about today's hearing. He said he knew he could not complete repairs before the hearing.

**Bontreger** said he conceded that the home "was not in good condition," but the B apartment can be repaired. He said there is damage, but repairs can be made. He said the roof is not leaking. He said he has repaired some of the damage done by vandals. Bontreger asked the Board for time to repair the building, stating "it can be brought to code," adding that he would keep his commitment to repair the building.

In response to comments and questions from **Board members**, **Bontreger** further discussed the condition of the property and the possibility of repairing it. Board members said it appeared the property had been in poor condition for many years. Bontreger responded that the property could still be repaired.

**Bontreger** said some tenants lived in one of the apartments for some time without access to City water. **Mayor Leichty** responded that was "distressing."

**Mayor Leichty** then swore in **City Water & Sewer Office Manager Kelly Saenz** and **City Police Officer Jim Ballard** to provide testimony.

**Saenz** said the home was divided into two apartments, 603 and 603½ North 7<sup>th</sup> Street, each of which had a City water meter. She said 603 North 7<sup>th</sup> Street had no use of water since August 2021 and water was shut off Oct. 5, 2021. Staff pulled the meter out of the home in February 2022. For 603½ North 7<sup>th</sup> Street, there was no water use after August 2021. She said the water was shut off in September 2021 and the meter was removed in February 2022.

**Mayor Leichty** asked **Officer Ballard** to discuss the implications and impact of vacant and deteriorating buildings on neighborhoods.

**Officer Ballard**, the department's behavioral response coordinator, said he works with people who are homeless or afflicted by substance abuse or mental illness.

**Ballard** said homes that are vacant and unsecured are used as shelters for homeless people who cannot or won't go to other shelters. He said illegal activities occur and these homes are unsafe for neighborhoods. Ballard said he is working to get these homes abated or boarded up, so they are safer.

**Ballard** said if a home is not boarded up, it's hard for him to know whether or not someone is inside, and it takes extra police personnel to go through these homes and make sure they are secure. Even after that, Ballard said he has to continue going back. Once vacant homes are boarded up, Ballard said he can then tell if someone has removed the boards and entered the homes.

In response to questions from the **Mayor**, **Ballard** said these vacant and unsecured homes require more police resources to monitor, they decrease neighborhood property values, and they are a nuisance and safety concern for neighbors.

**Mayor Leichty** said she had heard enough testimony to know where she would stand and the action the Board should take. She said the home has been in poor condition since 2021 and there have not been significant steps to improve its condition. Given the need for housing in the community, she said it would seem in the best interests of the City to move forward with demolition and have the property restored to a usable condition at some point through new construction or some other utilization.

**Mayor Leichty** said she could make a motion and also was open to further discussion by the Board. She said that it appeared the criteria had been met to make the required findings and order the property's demolition.

**Board member Nichols** and **Myers** said they agreed with the Mayor's assessment.



**Board member Swartley** said it is always painful when a home is demolished, “even one as lousy as this one.” She said she drove by this property and others with pending demolition orders. She said she saw newer nearby homes and found it “heartbreaking” when people with resources don’t fix homes. She said she agreed with the Mayor.

**Board member Landis** said he agreed with those comments, adding that “taking action to get action is what we have to do.” He said in some cases, there have been long delays to address vacant homes. He also said he agreed with taking action in this case.

**Mayor Leichty** said, “We owe it to the citizens of this community to make sure that their property values do not decline, and this (situation) is contrary to that goal.”

**The Mayor invited Cecil Bontreger to make any further comments.**

**Bontreger** said it appeared Board members had made up their minds. He asked for the chance to repair the property, adding that he would keep his word and remedy the situation. He said most of the damage was done over the summer by gang members, and said that the property wasn’t in the same condition a year ago.

**Board member Swartley** said if the property had been occupied, it would not have been damaged to its current extent. **Bontreger** responded that it’s possible some of the former tenants caused the damage, and that it was hard to evict them. Still, Bontreger insisted most of the damage occurred during the summer.

**Board member Landis** said the records indicated there was no water usage at the property since August 2021. He asked if Bontreger continued to collect rent money after that period.

**Bontreger** said he did, noting that this is a “tough situation.” He said he deals with this at several properties. He said he can’t force tenants to pay for utilities. He said when people don’t pay for water or electricity, their service is shut off and since they have no place else to go, they often stay. And with some federal housing programs where rent is paid in advance, Bontreger said he cannot evict tenants.

**Bontreger** asked for a chance to let him address the situation. He said if given a deadline to make repairs, he would make progress starting this week. He added that he was ready to replace windows and secure the premises.

**Board member Swartley** told **Bontreger** that if he made his properties attractive and habitable, he could rent to people who wouldn’t use drugs. She said she rented properties for many years and knows it’s difficult to manage tenants, but if an owner maintains the property, most tenants will treat the properties better. She added that the damage to the bathroom floor took place over a longer period of time than six months.

**Bontreger** disagreed and said the bathroom floor was not in bad condition. **Board member Swartley** said the damage took place over a longer period, adding that Bontreger could do a better job with his properties. **Bontreger** responded, “I’ll try.”

**Mayor Leichty** said the Board has now reviewed the code violations and heard evidence that all the code violations that were cited were continuing. She said there had been a review of the building conditions/violations checklist and that those still applied. She said the next step was to determine the City’s remedial action and whether it warranted demolition and whether it could be repaired cost effectively and whether the property owner was willing to move forward with the repairs.

In response to questions from **Board members**, **City Attorney Bodie Stegelmann** clarified the options facing the Board and well as the options facing the property owner.

**Board member Landis** said it was clear to him the home was in poor condition for a long time and he was comfortable moving forward with demolition.

**Mayor Leichty** said she appreciated **Bontreger’s** commitment to improving his properties, but it appeared to her that this property “is beyond salvaging at this point.” She said Bontreger had other properties worth investing in and making those improvements. She said the piece of land at 603 North 7th Street could be used for additional development in the future for suitable habitation.





Mayor Leichthy said that based on the evidence presented today, she made a motion that because of the condition of this property, it warranted demolition as it is an unsafe building in its present condition and unfit for habitation, occupancy or use and conditions exist to the extent that life, liberty and property and the safety of the public is threatened. Board member Landis seconded the motion. The motion passed on a 5-0 vote.

Mayor Leichthy then made a motion that the Order of the City Building Commissioner for the property at 603 North 7<sup>th</sup> Street be affirmed and that the unsafe building is ordered to be demolished within 30 days. Board member Landis seconded the motion. The motion passed on a 5-0 vote.

Mayor Leichthy said a final issue to be addressed would be a possible civil penalty. City Attorney Stegelmann said he would be reluctant to recommend a civil penalty since it must be based on a finding that there has been willful non-compliance with the Board's orders. He said there has only been one order in this case.

At 3:29 p.m., Mayor Leichthy adjourned the hearing on the Order of the City of Goshen Building Commissioner for 603 North 7th Street. She reopened the Board of Public Works & Safety meeting.

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

As all matters before the Board of Public Works & Safety were concluded, Mayor Leichthy/Board member Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 5-0.

#### **Adjournment**

Mayor Leichthy adjourned the Board of Works meeting at 3:30 p.m.

**EXHIBIT #1: A Certificate of Issuance of the Building Commissioner's Order for the premises at 603 North 7th Street, which was dated Nov. 1, 2023 and addressed to Cecil Bontreger, as well as a Certified Mail Receipt, which was also dated Nov. 1, 2023 and signed by June Bontreger (EXHIBIT #1.). These documents were submitted by Assistant City Attorney Donald Shuler during the Board's consideration of agenda item #16, Review of the Order of the City of Goshen Building Commissioner for 603 North 7th Street (Cecil Bontreger, property owner).**

**EXHIBIT #2: A memorandum prepared by City Building Inspector Travis Eash and delivered to Board members during consideration of agenda item #16, Review of the Order of the City of Goshen Building Commissioner for 603 North 7th Street (Cecil Bontreger, property owner). Eash's memorandum, dated Dec. 4, 2023, included a one-page summary, a four-page report (dated Oct. 16, 2023) with findings of an inspection of the vacant property at 603 North 7th Street, and 52 photos showing the condition of the property reproduced on 13, 8.5 X 11-inch pages.)**



**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**



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

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

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

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

**To:** City of Goshen Board of Works & Safety  
**From:** Brandy Toms, Paralegal- Legal Department  
**Date:** August 14, 2023  
**Subject:** Open sealed bids for the purchase of a new mini excavator for the Cemeteries Department with possible trade-in allowance for a John Deere 310D

The City of Goshen Board of Public Works and Safety solicited sealed offers for the **purchase of a 2023 or newer mini excavator for the City of Goshen Street Department**. Offers were required to be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528 until 1:45 p.m. on December 11, 2023.

**Opportunity: A 2023 or newer mini excavator that meets the needs and desires of the City of Goshen Street Department.**

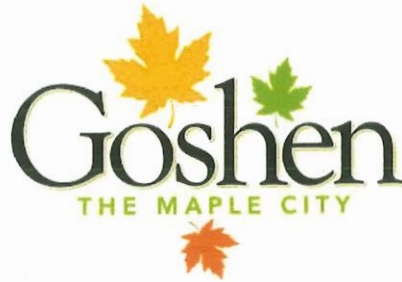
The mini excavator to be delivered under this contract shall be standard commercial product tested and certified to meet or exceed the requirements of this specification and all applicable local, state and federal regulations and standards. The mini excavator shall comply with all applicable laws in effect at date of contract for purchase. Offered price shall include delivery to Goshen Central Garage, 320 Steury Ave., Goshen IN. Delivery shall be on or before one hundred twenty (120) calendar days from receipt of a notice to proceed from the City.

**Offers are also being solicited for the following optional item: TRADE-IN – John Deere Model #310D, Serial #T0310DG801642.** The City reserves the right to select any, all or none of the optional offers. Offers for the optional item are not conditional on offers offered for the mini excavator.

**All offers received will be taken to the Board of Public Works and Safety meeting to be publicly opened and read aloud just after 2 p.m. on December 11, 2023 during the Board meeting** in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen.

**Suggested Motion:**

**Refer the bid(s) to the Legal Department for review.**



**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

RE: **2024 PAVEMENT REJUVENATION PROJECT  
PROJECT NO. 2024-0002**

DATE: December 11, 2023

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The Clerk-Treasurer's Office has received bids from contractors today for the 2024 Pavement Rejuvenation project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion: Open bids received from Contractors for the 2024 Pavement Rejuvenation project and read the Bid Total amount.**



**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: December 11<sup>th</sup>, 2023

From: Chief Jose' Miller

Reference: Promotion of Zachary J. Bechtel #200 from Patrol Officer to Sergeant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Zachary J. Bechtel from the rank of Patrol Officer to the rank of Sergeant.

After reviewing the results of all who tested, Zachary was selected as the candidate for the position. Officer Bechtel has worked on the police department over four (4) years and has demonstrated he will be an asset to supervisory team on the Goshen Police Department. He has not only served our department as a Patrol Officer, but he is also one of our departments Field Training Officers.

I request the promotion to be retroactive to Friday December 1<sup>st</sup>, 2023.

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

Respectfully,

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**



**Department of Environmental Resilience**

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



To: Board of Public Works and Safety  
From: Aaron Sawatsky-Kingsley  
Date: December 11, 2023  
Re: South Wellfield Bee and Butterfly Sanctuary Creation

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In 2021, the City of Goshen created a climate action plan to address climate concerns and improve resilience. Part of this plan included goals to reduce emissions. The City owns a significant amount of land within city limits, which is maintained via mowing or rented out for agriculture. These activities emit a large amount of greenhouse gasses, increasing city emissions.

The Department of Water and Sewer has generously agreed to use 48 acres of their newly acquired land for the new wellfield to plant wildflowers and prairie grasses. This type of habitat is essential for pollinator species like honeybees and monarch butterflies, which have been devastated by habitat loss. Working with the Bee and Butterfly Habitat Fund, the U.S. Fish and Wildlife Service, and Blue Heron Ministries (3 contracts included), the City will be able access significant funding (\$14,310.00 for seed) to provide critical habitat for plant and insect species. The City will spend an additional \$14,206.00 over the next 3 years for installation, monitoring and maintenance (including a prescribed burn) during the establishment phase of the sanctuary.

Plans for the site also include a public walking path where nearby communities can enjoy the beauty of the wildflowers and butterflies. This will be the largest restoration project the City has participated in and will contribute to Goshen's allure as a place with an abundance of beautiful natural spaces to visit and live in

**Suggested Motion:** Move to authorize the Mayor to sign contracts on behalf of the Board of Public Works and Safety.

Gina Leichty  
Mayor of Goshen

# The New Wellfield Bee and Butterfly Sanctuary

In 2021, the City of Goshen created a climate action plan to address climate concerns and improve resilience. Part of this plan included goals to reduce emissions. The city owns a significant amount of land within city limits, which is maintained via mowing or rented out for agriculture. These activities emit a large amount of greenhouse gasses, increasing city emissions.

Department of Water and Sewer has generously agreed to use 48 acres of their newly acquired land for the new wellfield to plant wildflowers and prairie grasses. This type of habitat is essential for pollinator species like honeybees and monarch butterflies, which have been devastated by habitat loss. The migration route of monarch butterflies is directly through the corn belt, which is sorely lacking in acceptable habitat. In the last 10 years, the population of monarch butterflies has decreased by 70% due to a combination of factors, including habitat loss, climate change, and pesticide use.

The city is moving in the right direction by providing critical habitat for these species. Plans for the site also include a public walking path where nearby communities can enjoy the beauty of the wildflowers and butterflies. This will be the largest restoration project the city has participated in and will contribute to Goshen's allure as a place with an abundance of beautiful natural spaces to visit and live in.







# Seed A Legacy Program

## Cooperator Contract



**The Bee & Butterfly  
Habitat Fund**  
*A NextGen Conservation Solution*

*This contract is between The Bee and Butterfly Habitat Fund (BBHF) and:*

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

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Cooperator Contact:  Same as Cooperator **OR** \_\_\_\_\_

Seed Shipping Address:  Same as mailing address **OR** \_\_\_\_\_

Project length: 5 years Begin Date: November 1, 2023 End Date: November 1, 2028

Acres: \_\_\_\_\_ Honeybee Acres (half): \_\_\_\_\_ Monarch Butterfly Acres (half): \_\_\_\_\_

County: \_\_\_\_\_ UTM Northing: \_\_\_\_\_ UTM Easting: \_\_\_\_\_

Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_


On the contracted areas, the Cooperator agrees to:

1. Protect all contracted areas from unauthorized activities such as haying, mowing, shredding and grazing from April 1 to September 30 every year of the contract, with the exception of year 1 establishment mowing. Unauthorized activities will result in contract cancellation.
2. Plant the pollinator habitat seed mixtures provided by the BBHF by February 1<sup>st</sup>, 2024. 50% of the acres will be a honeybee mixture and 50% will be a Monarch Butterfly mixture. The mixes should be planted in separate areas – **DO NOT MIX** the seed.
3. Weed control on the contracted acres from April 1 to September 30 must be approved by the BBHF with the exception of establishment year mowing. **Year 1 establishment mowing will be necessary on most projects, plan to mow frequently at a height of NO LESS than 10-12 inches.** Mow when the vegetation gets to 18-20 inches.
4. Post two (2) project signs on each separate contracted area. Signs will be provided by the BBHF and shipped with the seed.
5. Send the BBHF at least two (2) pictures of the projects each year clearly showing the signage and vegetation.
6. Allow BBHF representatives to access the property and contract information necessary for monitoring, inspection, and project review purposes.
7. Renters or lessees of the property may only enter into agreements if such rights are granted with owner consent.
8. Violation of program guidelines and contract terms will result in contract cancellation and reimbursement of the seed cost to the BBHF.

On the contracted areas, the BBHF agrees to:

1. Provide a honeybee seed mixture to the cooperator for 50% of the contracted acres and provide a Monarch Butterfly seed mixture to the cooperator for 50% of the contracted acres. Seed mixtures are designed by BBHF biologists to maximize program and wildlife benefits and are to be planted in **two separate plantings**.
2. Provide two project signs per project.
3. Provide technical assistance on site preparation, planting, and management of Seed A Legacy projects.

*Either party may terminate this contract within 30 days with written notification. Modification to this contract must be made in writing and signed by both the Cooperator and the BBHF. If program funds are discontinued, the BBHF may void this contract.*

*Elsa Gallagher, October 7, 2023*

\_\_\_\_\_  
BBHF Representative Signature & Date

\_\_\_\_\_  
Cooperator Signature & Date

Landowner Agreement No:	NJHRO-2024-03
Cost Structure:	FF03R7IN00
	FRFR48130323MA0XXX

## PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement) dated 12/04/2023, between City of Goshen and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.), the Great Lakes Fish and Wildlife Restoration Act (Public Law 109-326) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner(s) share(s) a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

City of Goshen of 410 W. Plymouth Avenue, Goshen, IN 46528, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in Elkhart County, State of Indiana, described as follows: all of, or within, T36N, R6E, Sec 35, (see attached map in Exhibit A. for details).

In signing this Agreement, the Landowner(s) join(s) as a participant in a wildlife habitat improvement program and grants to the USFWS [and any other cooperators signing this Agreement] authority to complete the habitat improvement project or the Landowner(s) may personally carry out management activities with financial or material support as described in attached Exhibit A & B. Any donation of supplies or equipment to the Landowner for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this Agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner(s) or other parties as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on 12/04/2033. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner(s) terminate(s) the Agreement before its expiration, or if the Landowner(s) should materially default on these commitments, then the Landowner(s) agree(s) to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$9,540.00.

**Landowner:**

The Landowner(s) or his/her land manager, with legal authority over land management decisions, guarantee(s) ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowner(s) will notify the USFWS of planned or pending changes in ownership. A change of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner(s) agree(s) to allow access (with advance notice) to the USFWS to implement the project described in Exhibit A, and to monitor project success.

The Landowner(s) retain(s) all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner(s). There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner(s) will be responsible for securing any necessary permits. Technical advice and support will be provided by participating agencies in the application for the permit(s). The Landowner(s) agree(s) to identify USFWS contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

**USFWS:**

The USFWS will work with the Landowner(s) throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice prior to accessing the Landowner(s) property to implement the project described in Exhibit A, and to monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

**Spatial Information Sharing:** In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore, Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

I, the Landowner, consent to having spatial information about this project shared with other conservation cooperators

I, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators

**Signatures:**

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Aaron Kingsley, Goshen Department of Environmental Resilience Date

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Jared O'Brien, USFWS Partners for Fish and Wildlife Program Biologist Date

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Jeff Kiefer, USFWS Partners Program State Coordinator Date

## EXHIBIT A

The habitat improvements described below are agreed to by City of Goshen, the USFWS, in a Landowner Agreement dated 12/04/2023.

### Landowner Contact Information:

Name: Aaron Kingsley, Goshen Department of Environmental Resilience  
Mailing Address: 410 W. Plymouth Ave.  
City: Goshen State IN Zip code: 46528  
Telephone Numbers: (574) 975-6255 Email: aaronkingsley@goshencity.com

### Description of Habitat Improvement Project and Objectives:

The project will restore 47.7 acres of cropland to diverse native prairie on city owned property in Elkhart County, Indiana. This prairie restoration will benefit numerous grassland birds Eastern meadowlarks, grasshopper sparrows, bobolinks, dickcissels, upland sandpipers, and wild turkey. Benefits include improved nesting and brood rearing cover and increased foraging opportunities from the diverse native seed mix. The seed mix will also include high value forb species to provide valuable habitat and nectar sources for the monarch butterfly and many other native pollinators throughout the growing season.

The project is located in the Elkhart River watershed within the St. Joseph River Basin of Lake Michigan and is less than 3 miles from the multiple natural properties owned and managed by the City of Goshen Parks Department, Elkhart County Parks Department, and The Nature Conservancy.

This project will result in 47.7 acres of upland habitat restoration towards the PFW GLRI program goals, as well as the National Wild Turkey Federation's focal landscape goals as a partner in this diverse native prairie restoration project.

The Partners Biologist coordinated with the landowner and contractor, provided seeding recommendations, and will provide \$9,540.00 cost-share utilizing Great Lakes Restoration Initiative funds towards purchasing the native prairie seed mix. The Partners biologist will also coordinate with the National Wild Turkey Federation who will contribute an additional \$4,770.00 towards the seed mix. The landowner will work with a contractor to plant the native seed mix in the dormant seeding window of 2023-2024, conduct annual vegetation monitoring, and perform a prescribed burn following successful establishment and accumulation of fuels within the native prairie. The landowner also agreed to conduct establishment mowing during the first two growing seasons as needed to control any persistent weeds. Total estimated landowner match is worth \$14,206.00.

**USFWS will:**

The PFW Program will provide \$9,540.00 cost share from Great Lakes Restoration Initiative funds towards the purchase of native prairie seed mix. The Partners biologist will also coordinate with the National Wild Turkey Federation who will contribute an additional \$4,770.00 towards seed cost. The Partners biologist will work closely with the landowner to make sure the project is completed in a timely fashion.

**The Landowner(s) will:**

Coordinate with the Partners Biologist and contractor to seed the native prairie project during the winter of 2023-2024. Landowner will hire a reputable and qualified contractor for all site habitat restoration activities including installing the seed mix, monitoring, and prescribed burning. Landowner will provide the remaining balance of \$2,246 for the cost of the native seed mix not covered by the USFWS PFW program and the NWTF. The landowner also agreed to conduct establishment mowing during the first two growing seasons as needed to control any persistent weeds. Total estimated landowner match is worth \$14,206.00

**Budget Table:**

Object Class Categories <sup>a</sup>	Contributing Partners				
	Landowner	USFWS Partners Program	USFWS GLRI	National Wild Turkey Federation	Totals
Personnel	\$	\$	\$	\$	\$
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$	\$	\$	\$	\$
Equipment	\$	\$	\$	\$	\$
Supplies	\$ 2,246.00	\$	\$ 9,540.00	\$ 4,770.00	\$ 16,556.00
Contractual	\$ 8,960.00	\$	\$	\$	\$ 8,960.00
Other (In-kind)	\$ 3,000.00	\$	\$	\$	\$ 3,000.00
Other	\$	\$	\$	\$	\$
<b>Totals</b>	<b>\$ 14,206.00</b>	<b>\$</b>	<b>\$ 9,540.00</b>	<b>\$ 4,770.00</b>	<b>\$ 28,516.00</b>

<sup>a</sup> The total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service. Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

**Budget Narrative:**

*Supplies: \$16,556.00*

PFW to provide \$9,540.00 cost share via credit card payment to vendor towards 47.7 acres of custom native prairie seed mix.

National Wild Turkey Federation to provide \$4,770.00 cost share payment directly to the vendor towards 47.7 acres of custom native prairie seed mix.

Landowner will provide \$2,246.00 to the seed vendor for the remaining balance of the 47.7-acre custom native prairie seed mix.

*Contractual: \$8,960.00*

Landowner will provide \$8,960.00 cash match to hire a reputable contractor to plant the native prairie project during the dormant season of 2023-2024. The Landowner will also hire a contractor to perform annual restoration monitoring for the project following planting and to conduct a prescribed burn once adequate fuels have accumulated within the native prairie.

*Other In-Kind: \$3,000.00*

Landowner will provide \$3,000.00 in-kind match through equipment and labor to conduct establishment mowing during the first two growing seasons to control any persistent weeds.

**Total Amount of Project: \$28,516.00**

## **Exhibit B**

### **Great Lakes Restoration Initiative (GLRI)**

The Great Lakes Restoration Initiative (GLRI) takes actions to protect, restore and maintain the Great Lakes ecosystem. One of five focus areas of GLRI is Habitat and Wildlife Protection and Restoration. The U.S. Fish and Wildlife Service (USFWS) will deliver partnership-based on-the-ground habitat restoration projects to restore wetland hydrology, restore and enhance native upland and wetland vegetation, reduce sediment and nutrient inputs, improve water quality and enhance populations of migratory birds and federally listed species within the Great Lakes watershed. The USFWS will work with landowners and partners to restore habitat on private lands, recognizing that environmental benefits extend well beyond the property boundaries.

Participating landowners are to be aware of the funding source and understand they are bound to two additional requirements tied to this funding source:

Project Time Frame:

To the greatest extent possible, the landowner should commence work within 60 days of the effective date of the award, and in any event shall proceed with due diligence once started.

Signage:

The USFWS shall provide the landowner with a project participation sign to be erected in a visible location as appropriate at each on-the-ground project site. Signs will give project information and will credit the Great Lakes Restoration Initiative and other appropriate funding partners.



*PROPOSAL FOR PROFESSIONAL RESTORATION MANAGEMENT SERVICES  
City of Goshen – Elkhart County, IN*

**Site/Project Description**

At the request of Alexa Kennel (representative of the Owner) and per research conducted by **Blue Heron Ministries, Inc.** for the City of Goshen Wellfield Prairie project located in Section 35, Elkhart Township, Elkhart County, Indiana. The property consists of approximately 47.7 acres of former agricultural land. The intent of this project is to restore the site to a diverse native landscape indigenous to the area. The model for restoration is an open, wet and mesic prairie ecosystem landscape consistent with the Northern Lakes and Morainal Natural Region (Lakes Country) of the Southern Michigan and Northern Indiana Drift Plains (USEPA Level III Ecoregion). The opportunity exists to create and restore a large-scale, expansive sward of grassland (grasses, sedges, and forbs) continuum. Fire will perpetuate this restored prairie landscape.

This proposal covers costs and task scheduling associated with the conversion of the agricultural land to prairie over a three (3) year period. In addition, an estimate of tasks, schedule, and associated costs to maintain the established prairie over the following decade is included.

**Scope of Basic Services**

Based upon research by **Blue Heron Ministries, Inc.**, we will:

1. Prairie Seeding (47.7 acres).
  - Layout. Physically stake individual seed planting units per Owner's design. **December 2023/January 2024.**
  - Seed mixing. Five (5) seed mixes, acquired by the Owner, will be delivered to **Blue Heron Ministries, Inc.** An inert carrier will be mixed with each mix to facilitate ease of installation. **January 2024.**
  - Installation. Five (5) seed mixes will be installed based upon the Owner's design and the physical layout. The seed will be installed as a dormant seeding process using ATV-mounted broadcast spreaders. **January/February 2024.**
2. Prairie Establishment (47.7 acres).
  - Site inspection. The establishing prairie will be inspected during the growing season with the intent of determining successful seed germination and potential noxious weed invasion. A brief report will be presented to the Owner after each visit. **Summer and Fall 2024, Summer 2025.**
  - Prescribed fire. An initial prescribed fire will be conducted upon adequate accumulation of fuel (site and weather conditions permitting). The fire process will include development of a prescribed fire plan (written and graphic) indicating conditions under which the fire may be conducted effectively and safely. The process will also include coordination with local response agencies and the Goshen Municipal Airport. **Fall 2026 (or sooner if conditions warrant).**

**Additional Available Services**

1. Herbaceous and woody invasive weed control (herbicide applications) during establishment of the prairie planting.
2. The addition of prairie plants and seed to augment and enhance the establishing planting.

**Items to be provided by the Owners in order to perform Basic Services.**

1. Name of contact person responsible for submitting invoice payments.
2. Permission to access the site to perform restoration tasks as outlined.
3. All seed mixes are to be acquired and delivered by the Owner.
4. Graphic and scaled layout of the seed installation design.
5. Owner is responsible to mow the establishing prairie a minimum of three (3) times during the first two (2) growing seasons (2024 and 2025) per direction of **Blue Heron Ministries, Inc.**

**Cost of Services**

To perform the above described Basic Services (Items 1 - 2), we propose an itemized Cost of Services of as outlined below:

**PROPOSAL FOR PROFESSIONAL RESTORATION MANAGEMENT SERVICES**  
*City of Goshen – Elkhart County, IN*

• Layout.	lump sum	\$560
• Seed mixing (5 separate mixes including carrier).	lump sum	\$945
• Seed installation (5 mixes; 47.7 acres)	lump sum	\$2,240
• Site inspections (3X).	\$560/visit	\$1,680
• Prescribed fire (initial).	lump sum	<u>\$3,535</u>
• <b>TOTAL</b>		<b>\$8,960</b>

Cost of Services is based upon research by **Blue Heron Ministries, Inc.** Cost includes materials, labor, equipment, liability insurance, worker’s compensation insurance, fuel, and travel expenses.

Cost of Services for Additional Available Services may not be necessary or fully quantified at this time. An invoice will be submitted upon completion of each task. Payment must be paid in full in thirty (30) days from invoice date, and, at **Blue Heron Ministries, Inc.’s** option, services may be suspended until account is paid. In the event the project is terminated for any reason, **Blue Heron Ministries, Inc.** will determine the percentage of work completed, and will bill accordingly with that amount immediately due and payable, and the Owner shall have no further obligation to **Blue Heron Ministries, Inc.**

**Post-establishment Management**

Following the initial prescribed fire, the prairie will be maintained regularly and frequently with prescribed fire. The historic fire return interval for Midwestern prairies is one (1) to five (5) years. In order to provide continuous cover for wildlife, we propose that the two (2) major units of land will be burned alternatively and separately on a bi-annual basis. This estimate covers tasks to be completed between 2027 and 2037. The South unit may be burned no less frequently than in 2027, 2031, and 2035. The North unit may be burned no less frequently than in 2029, 2033, and 2037. The prairies may be burned more frequently as desired by the Owner. During the decade indicated, the estimated cost for each fire is approximately \$2,750-\$3,000.

**Time of Services**

Upon your timely authorization to proceed, and return of the executed contract to **Blue Heron Ministries, Inc.**, the tasks will be scheduled to commence in January 2024. Depending upon site and weather conditions, tasks are scheduled to be completed in November/December 2026. Should authorization to proceed occur after the proposed start date, the above-mentioned scheduled work outline will need to be revised accordingly.

**Ownership and Use of Documents**

Proposal materials remain the property of **Blue Heron Ministries, Inc.** The proposal may be withdrawn if not accepted within thirty (30) days. Please indicate which, if any, services are to be provided, sign below and return one original set which will complete our agreement and authorize **Blue Heron Ministries, Inc.** to proceed. Please contact me, personally if you have any questions regarding this proposal.

Respectfully submitted,  
**Blue Heron Ministries, Inc.**

  
 Nathan D. Simons, executive director

12.1.23  
 date

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 date

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Address of Owner

# Sales Order Confirmation

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SPENCE RESTORATION NURSERY, INC.  
2220 EAST FUSON ROAD  
MUNCIE IN 47302

**Order:** M000003806

**Customer PO:** PRAIRIE  
PLANTING

**Bill To:** C000002394  
CITY OF GOSHEN  
ENVIRONMENTAL RESILIENCE DEPT  
410 W PLYMOUTH AVE  
GOSHEN IN 46526

**Ship To:** 0  
CITY OF GOSHEN  
ENVIRONMENTAL RESILIENCE DEPT  
410 W PLYMOUTH AVE  
GOSHEN IN 46526

Line	Item	Description	Qty	UM	Unit Price	Ext Price
1	SMBASIC	BASIC PRAIRIE (1/2 RATE OVERSEED)	25.00	AC	200.00	5,000.00
2	SMCUSTOM	CUSTOM BASIC PRAIRIE MIX	20.40	AC	445.00	9,078.00
3	SMWETMESIC	WET MESIC SEED MIX	2.00	AC	1,139.00	2,278.00
<b>Sales Order Amount:</b>						16,356.00
<b>Sales Tax:</b>						0.00
<b>Freight:</b>						200.00
<b>Total:</b>						16,556.00



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **T&T AUTO SERVICE – RELIANCE ROAD CLOSURE REQUEST FOR  
NEW BUILDING UTILITY CONNECTIONS  
(JN: 2022-2033)**

DATE: December 11, 2023

---

Stone Brothers is requesting permission to complete the water and sewer connections for the new T&T Auto Service building at 1795 Reliance Road. They are requesting closure of Reliance Road immediately east of the property from Wednesday, December 13<sup>th</sup>, through the end of the day Friday, December 15<sup>th</sup>. They will be boring the water connection beneath the roadway and open cutting the road to make the sewer connection. They have contracted with State Barricade for the proper traffic control signage and will be responsible for maintaining that while the road is closed. In addition, staff will continue to coordinate with the Reliance Road Fire Station to ensure that they're aware of any impact on their access. At a minimum, their southern driveway will remain operable. Impact to their northern access drive will be limited as much as possible. A copy of the traffic control plan is attached.

In the event that work is postponed pending completion of utility locates, a press release will be issued right away and an updated closure timeline provided at that time.

**Requested motion: Move to approve the Reliance Road closure for the utility connections and roadway restoration from December 13, 2023 thru December 15, 2023.**

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

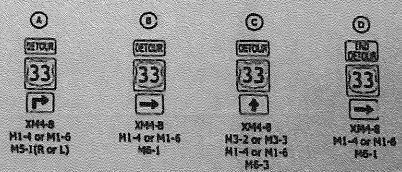
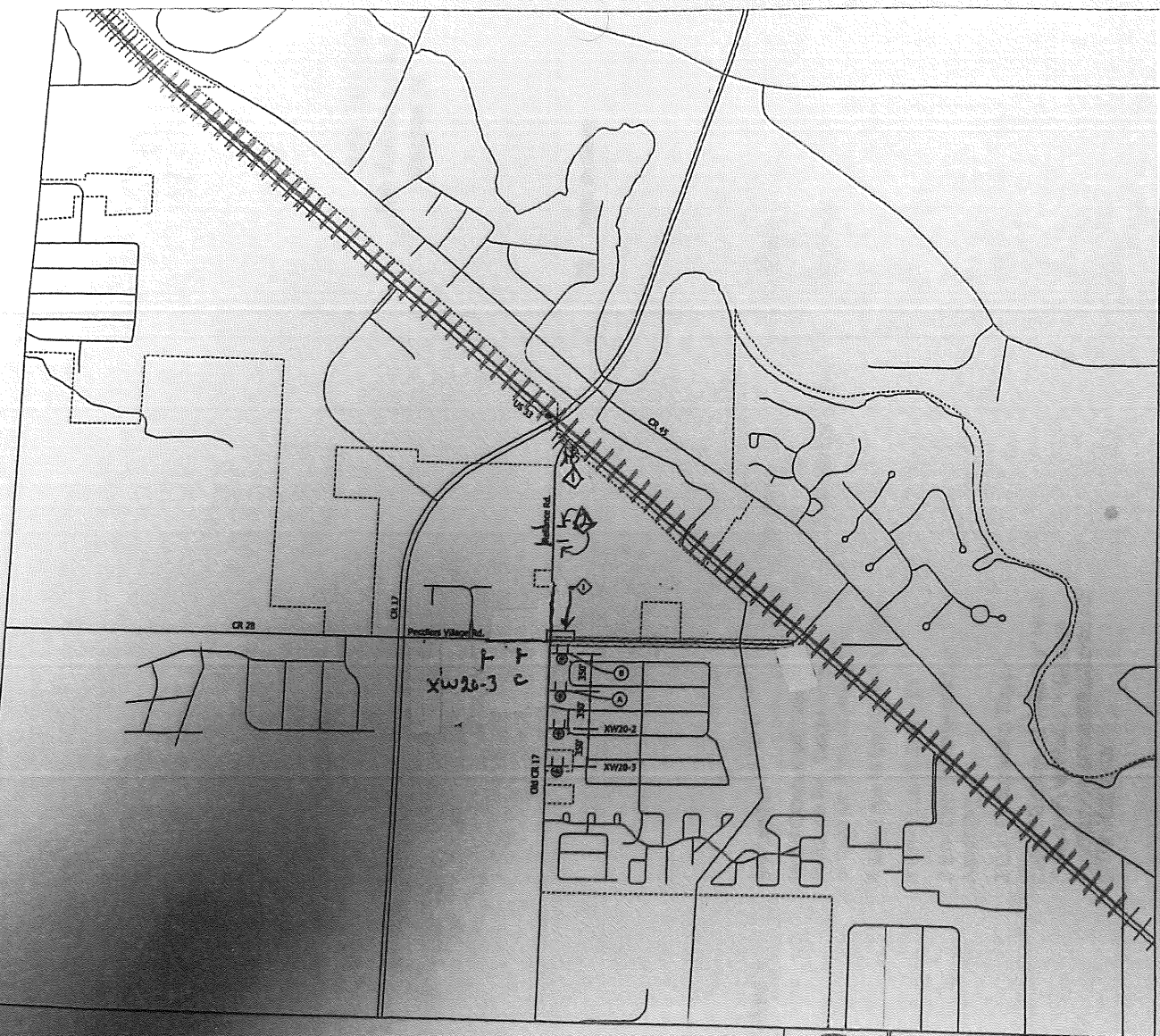
\_\_\_\_\_  
Gina Leichty, Mayor

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

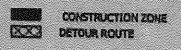
\_\_\_\_\_  
Mary Nichols, Member

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

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



- 1. Road Closure Sign Assembly w/ Type III-B Barricade (12 LFT.) and R11-2A and XW4-10 (L or R)
- 2. Road Closure Sign Assembly w/ Type III-A Barricade (24 LFT.) and R11-2



**GENERAL NOTES**

- All maintenance of traffic devices, signs and pavement markings shall conform to the latest edition of the Indiana MUTCD.
- See INDOT Std. Dwg. B01-TCOT-01 for sign spacing requirements and additional notes.
- See INDOT Std. Dwg. B01-TCLG-01 for standard notes.
- Type B construction warning lights shall be used with all signs located on barricades. Type A construction warning lights shall be used on all other construction signs.



RECOMMENDED FOR APPROVAL: *Barbara L. Shihart*  
 DESIGN ENGINEER  
 DATE: 01/03/2023  
 DESIGNED: DKG DRAWN: DKG  
 CHECKED: BLS CHECKED: BLS

INDIANA  
 DEPARTMENT OF TRANSPORTATION  
 TRAFFIC-MAINTENANCE DETAILS  
 US 33 DETOUR

HORIZONTAL SCALE 1"=500'	BRIDGE FILE PD33-20-10416
VERTICAL SCALE N/A	DESIGNATION 1700311
SURVEY BOOK	SHEET 13-1 of 1 47
CONTRACT R-06997	PROJECT 1700311



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **CHANGE ORDER NO. 4 FOR 2023 ASPHALT PAVING PROJECT  
(JN: 2023-0002)**

DATE: December 11, 2023

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Several valve boxes needed adjusted lower to match the new asphalt road properly to avoid plows from hitting them.

Rieth Blvd. previously had improper 4" width cross hatch markings. According to the latest MUTCD (Manual of Uniform Traffic Control Device), the proper width should be 12".

Attached please find Change Order No.4 for the 2023 Paving Project, which provides the cost of the valve box adjustments and the thermoplastic pavement markings to complete the project.

**Requested motion: Move to approve Change Order No. 4 for the valve box adjustments and the thermoplastic pavement markings for an increase of \$16,994.65 and a 6.98% change to the contract price to \$2,650,494.15.**

**CHANGE ORDER FORM**

Pg 1 of 3

Change Order No. 4

Date: 12/11/23

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

OWNER: City of Goshen  
PROJECT NAME: 2023 Asphalt Paving Project  
PROJECT NUMBER: 2023-0002  
CONTRACTOR: Niblock Excavating, Inc.

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

It was found that valve boxes needed adjusted lower to match the new asphalt road properly.

Rieth Blvd. previously had improper 4" width cross hatch markings. The proper width is 12" according to MUTCD.

CO4.1	Valve Box Adjustments	4 EA	@	\$2,500.00	\$10,000.00
					-----
CO4.2	Thermoplastic, Cross Hatch 12"	663 LFT	@	\$10.55	\$6,994.65
				Subtotal -	\$16,994.65

# CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 4

## II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$2,477,613.50
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 2 to <u>3</u>	\$155,886.00
3. Amount of Contract, not including this supplement	\$2,633,499.50
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$16,994.65
5. Amount of Contract, including this supplemental	\$2,650,494.15
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$172,880.65
7. Total percent of change in the original contract price Includes Change Order No. 2 to <u>4</u> (Line 6 divided by Line 1)	6.98%

## III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 0 calendar days making the final completion date September 29, 2023

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.



**CHANGE ORDER FORM**

Pg. 3 of 3

Change Order No. 4

**RECOMMENDED FOR ACCEPTANCE**

\_\_\_\_\_  
Dustin Sailor, PE

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
Niblock Excavating, Inc.

BY:

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

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **APPROVAL & ACCEPTANCE OF INFRASTRUCTURE  
FOR WESTORIA SUBDIVISION EXPANSION, PHASE 8  
(JN: 2021-2002)**

DATE: December 11, 2023

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

Please consider the acceptance of the infrastructure for this project.

**Requested motion: Approve the acceptance of infrastructure of roadway, water main, sanitary and storm sewers, and sidewalk for maintenance for the Westoria Subdivision Expansion, Phase 8 for a total of \$399,567.93**

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

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Gina Leichty, Mayor

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Barb Swartley, Member

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Mary Nichols, Member

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Orv Myers, Member

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Michael Landis, Member

Attachments: Project Details Spreadsheet  
Letter of Dedication

**INFRASTRUCTURE DETAILS / ASSET VALUES**

PROJECT NAME

Westoria Subdivision Expansion, Phase 8

PROJECT #

2021-2002

LOCATION

DATE 12/8/2023

DRAWING #

S-0942

DATE TO BOW

12/11/2023

INFRASTRUCTURE	QUANTITY	# OF HYDRANTS OR STRUCTURES	CONTRACTOR OR BONDING PARTY	BOND EXP DATE	CONSTRUCTION COST	10% MAINTENANCE BOND
Water Main	902 LFT - 8" DI	3 Fire Hydrants	Square 1 Excavating			
	493 LFT - 6" DI				\$80,506.00	\$8,050.60
Sanitary Sewer	1194 LFT - 8" PVC	8 Manholes			\$58,283.08	\$5,828.31
Storm Sewer	259 LFT - 12" RCP	1 Manhole				
	253 LFT - 15" RCP	2 Catch Basins				
	194 LFT - 18" RCP	8 Inlets			\$74,574.30	\$7,457.43
Street	956 LFT - Asphalt		Niblock Excavating, Inc.		\$142,049.55	\$14,204.96
Curbing	1,817 LFT				\$38,560.00	\$3,856.00
Sidewalk & ADA Ramps (To-Date)	86 SYD		DR Miller Concrete		\$5,595.00	\$559.50
<b>Total Const. Cost</b>					<b>\$399,567.93</b>	<b>\$39,956.79</b>

**STREET DETAILS**

WESTORIA DRIVE							CURBS		SIDEWALKS			Year Constructed	Cost	Right-of-Way width (ft)	Antique Street Lights
Segment No	Start	End	Surface Type	Width	Length	Classification	1 or 2 sides	None	None	1 or 2 sides	Year Constructed				
1	Westoria Drive (Existing)	Winslow Drive	Asphalt	24' - 51.5'	114'		2			*	2022	\$16,938.96	50' - 97.5'	**	

\*NOTE: Future sidewalks on both sides of street will be added during house construction

\*\*Antique Street Lights are present, but will not be accepted until electrical issues are addressed.

WINSLOW DRIVE							CURBS		SIDEWALKS			Year Constructed	Cost	Right-of-Way width (ft)	Antique Street Lights
Segment No	Start	End	Surface Type	Width	Length	Classification	1 or 2 sides	None	None	1 or 2 sides	Year Constructed				
1	Westoria Drive	Winslow Drive (Existing)	Asphalt	24' - 51.5'	842'		2			*	2023	#####	50' - 97.5'	**	

\*NOTE: Partial sidewalk constructed where outside of house lots. Future sidewalks on both sides of street will be added during house construction

\*\*Antique Street Lights are present, but will not be accepted until electrical issues are addressed.

12/8/23

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

Attn: Andrew Lund

Mr. Lund,

This letter is to serve as our intent to dedicate the public roadway, sidewalk, and water and sewer infrastructure within the right-of-way and easements of Westoria Phase 8 to the City of Goshen. Storm structure No. 21 and its outlet storm pipe are not included in this dedication.

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

Street - \$142,049.55  
Curb- \$38,560.00  
Sidewalk to-date - \$5,595.00  
Water Main - \$80,506.00  
Sanitary Sewer - \$58,283.08  
Storm Sewer - \$74,574.30

The total construction cost associated with this work was \$399,567.93.

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

Abonmarche will also provide as-built drawings when complete.

Please accept this infrastructure and its ongoing maintenance.

Sincerely,



Dean Sprunger  
Windshire Corp.  
2523 Messick Drive  
Goshen, IN 46526



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **EAST COLLEGE AVENUE DEVELOPMENT PROJECT (JN: 2020-0036)  
APPROVAL & ACCEPTANCE OF PUBLIC WAYS FOR MAINTENANCE**

DATE: December 11, 2023

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The installation of infrastructure is currently ongoing, but the public ways (roadway, curb) are substantially complete to the point of requiring maintenance. This includes approximately 7,015 linear feet of roadway, and 13,930 linear feet of curb. The Engineering Department recommends that the public ways be accepted for maintenance, but final infrastructure acceptance will not be completed until the project reaches substantial completion. Because final infrastructure is not being accepted, a maintenance bond is not being required at this time.

**Requested Motion: Approve the acceptance of maintenance for public ways at the East College Avenue Development Project.**

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

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

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

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

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

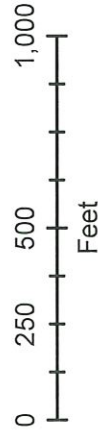
\_\_\_\_\_  
Michael Landis, Member



## Acceptance of Maintenance of Public Ways

Project Number: 2020-0036  
 East College Avenue Development Project

Prepared by: Boston Snyder  
 Date: December 11, 2023



The City of Goshen  
 Department of Public Works &  
 Safety Office of Engineering  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626

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