



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., April 11, 2024

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 Acting Chair Mike Landis

Approval of Minutes: March 28, 2024

Approval of Agenda

1) Open seal quotes: On behalf of the Fire Department, open sealed quotes for purchase of hydraulic extrication tools (due 3:45 p.m., April 4, 2024)

2) Open sealed quotes: On behalf of the Water & Sewer Department, open sealed bids for purchase and installation of one diesel generator set and automatic transfer switch (due 3:45 p.m., April 11, 2024)

3) Open sealed quotes: Quotes for the 2024 Asphalt Milling Package RFQ were emailed to three firms on March 22 (due 3:45 p.m., April 11, 2024)

4) Police Department request: Approve a temporary road closure for the 100 block of East Jefferson Street on May 15, 2024, from 1-5 p.m., for a National Police Week ceremony

5) Leopoldo Mendoza request: Approve gravel driveway for 208 Queen Street

6) Dyksen & Sons Builders request: Approve partial closure of sidewalk at 206 North Main Street, the week of April 22 and/or April 29, for the removal of an awning and to change out of two second-story windows at the Democrat Building

7) Legal Department request: Accept Deed of Dedication from LAG REALTY, LLC for 40 feet of public right-of-way at 2717 Peddler's Village Road, between Elkhart and Reliance roads

8) Engineering Department request: Award bids to Niblock Excavating for the Steury Avenue and Lincoln Avenue reconstruction and drainage improvements project

9) Engineering Department request: Approve the lane restrictions on Reliance Road and Peddlers Village Road for utility relocation from April 11 thru May 3, 2024



10) Engineering Department request: Approve the supplemental approval and acceptance of the stormwater infrastructure for Phase I of The Crossing Subdivision

11) Engineering Department request: Approve and authorize the Board to execute the Agreement with T&T Automotive project at 1795 Reliance Road

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

4:00 p.m., April 11, 2024

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

Members: Mayor Leichty, Mike Landis and Mary Nichols

12) Accept the post-construction stormwater management plan for T & T Auto Services as it has been found to meet the requirements of City Ordinance 4329

13) Accept the post-construction stormwater management plan for Kropf Building Addition for Storage as it has been found to meet the requirements of City Ordinance 4329

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., April 11, 2024

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 205/207 Middlebury Street (Ronald E. Davidhizar, property owner)

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE MARCH 28, 2024 REGULAR MEETING

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers and Barb Swartley

Absent: Mary Nichols

CALL TO ORDER: Mayor Gina Leichty called the meeting to order at 4:01 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the March 14, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board Member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board Member Mike Landis. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Swartley moved to accept the agenda as presented. Board member Landis seconded the motion. The motion passed 4-0.

1) Open sealed proposals: Steury Avenue and Lincoln Avenue Roadway Reconstruction & Drainage Improvements

On behalf of the City Engineering Department, the Board of Public Works & Safety was asked to open sealed proposals submitted to the City for the **Steury Avenue and Lincoln Avenue Roadway Reconstruction and Drainage Improvements project**. Mayor Leichty first asked if there were additional bids. There were not. This project includes but is not limited to approximately 3,500 linear feet of full pavement and sidewalk reconstruction and utility reconstruction including water main and storm sewer, and other related work as required by the detailed plans and specifications included in the specification and contract documents.

All bids were due to be submitted to the Clerk-Treasurer's Office by 3:45 p.m. on March 28, 2024.

Mayor Leichty announced that offers from three companies were received as follows:

- **HRP Construction, Inc. of South Bend, Indiana**, a base bid of \$10,327,000, a bid for Alternate #1 (GDC Semi-Trailer Parking lot) of \$197,059 and **a total bid of \$10,524,059.**
- **Niblock Excavating, Inc. of Bristol, Indiana**, a base bid of \$8,829,875.50, a bid for Alternate #1 (GDC Semi-Trailer Parking lot) of \$267,882.50 and **a total bid of \$9,097,758.**
- **Rieth-Riley Construction Co., Inc. of South Bend, Indiana**, a base bid of \$11,742,856.80, a bid for Alternate #1 (GDC Semi-Trailer Parking lot) of \$2577,157.50 and **a total bid of \$11,999,994.30.**

Swartley/Landis made a motion that the bids be referred to the City Engineering Department for further review. Motion passed 4-0.

2) Downtown Goshen Inc. requests: Approve additional street and parking space closures for May 3rd and July 5th First Friday activities

Amanda Rose of Eyedart Creative Studio and the director of First Fridays, told the Board that Downtown Goshen Inc. was requesting additional street and parking space closures for the First Friday activities on May 3 and July 5, 2024.



Rose described the requests as follows:

- **For May 3**, in addition to the original request, she asked to close Main Street, from Clinton to Pike streets from 2 to 10 p.m., four parking spots at the corner of Lincoln and Main streets (on the southwest side of the Courthouse lawn) from noon to 10 p.m., and the use of parking spots in the public parking lot behind the old Kline's building for a trash trailer.
- **For July 5**, in addition to the original request, she asked to close Main Street, from Jefferson to Madison streets, from 1 to 11 p.m.

In her written request, **Rose** wrote that the additional street closure on May 3 was for a First Fridays-endorsed car show (featuring electric vehicles and scooters) hosted by the Elks Lodge. The parking spots will be for a vendor who needs access to their trailer throughout the evening. And for July 5, Rose wrote that the additional street closure for Main Street was for additional car show parking.

Rose indicated that businesses on the street affected by the closure have been informed, with specific attention, to the gas station at the corner of Pike and Main streets in May. She added that First Fridays will need barricades and "no parking" signs.

In response to a question from **Mayor Leichty**, **Rose** said affected businesses have been informed of the closures.

In response to a question from **Board member Landis**, Rose discussed the other street closures already planned for the May and July First Fridays.

Swartley/Landis made a motion to approve the additional street closures, parking spaces and other resources as indicated in the proposal for First Fridays. Motion passed 4-0.

3) Goshen College request: Approve closure of Kenwood Place, from 4-9 p.m., on April 19, 2024 for a campus-wide block party

Ana Yoder, a Goshen College student, asked the Board to approve the closure of Kenwood Place, between Main and 8th streets. on April 19, 2024 from 4 pm until 9 pm. The college is planning a campus-wide "block party" event between the college-owned Howell House and Kenwood House.

In a written request, **Yoder** wrote that as a coordinator of this event, she believed it would be in the best interests of students and community members if the road between the two houses were blocked off. She wrote that the street closure would also enhance a feeling of cohesion between the two houses, giving the event a true block party feel.

City staff did not express any concerns about the request.

Swartley/Landis made a motion to approve the closure of Kenwood Place, between Main and 8th streets. on April 19, 2024 from 4 pm until 9 pm., for a block party. Motion passed 4-0.

4) Borntreger, Inc. request: Approve the closure of four on-street parking spaces and adjacent sidewalk areas, from 7-10 a.m., on April 2, 2024 for a re-roofing at 127 E. Lincoln Ave.

Derick Yeoman, the owner and president of of Borntreger, Inc. Roofing and Sheet Metal, told the Board that his company is carrying out a re-roofing at 127 E. Lincoln Ave.

In order to load materials onto the roof, **Yeoman** asked for permission to block off four of the on-street parking spaces that are on East Lincoln Avenue, on the north side of the street, starting from the corner of 5th Street. He also asked permission to shut down the sidewalk in front of those parking spots.

In his written request to the Board, **Yeoman** indicated that neighbors have been notified about the work.

Yeoman indicated his company would like to block these parking spots and sidewalk on April 2, from 7 a.m. to 10 a.m. He wrote that this would allow workers to get materials onto the roof. As a back-up, he wrote that April 4 would be a make-up day in case weather does not allow for work on April 2.

Yeoman also indicated his company has barricades, flags and cones to block the parking spaces and sidewalk and they will be removed as soon as work is completed to get the areas reopened as soon as possible.



In response to an inquiry from **Clerk-Treasurer Aguirre, Yeoman** confirmed that the City Engineering Department had expressed a concern about the request, but the issue has been worked out.

Swartley/Landis made a motion to block off four of the on-street parking spaces on East Lincoln Avenue on the north side of the street, starting from the corner of 5th Street and to close the sidewalk in front of these parking spots on April 2, from 7 a.m. to 10 a.m., with a back-up date of April 4 in case the weather does not allow for work on April 2. Motion passed 4-0.

5) Barecito request: Consider approving the extension of a patio at 114 West Jefferson Street into the City of Goshen's right of way

Martin Lopez of Barecito, 114 West Jefferson Street, asked the Board to allow the business' recently installed concrete patio to remain as an encroachment in the City's right of way. Lopez said Barecito has an application for a patio fence pending before the City's Board of Zoning Appeals.

Lopez confirmed to **Mayor Leichty** that he has communicated about this matter with **Director of Public Works & Utilities Dustin Sailor**, who also confirmed there has been communication.

Sailor said Barecito's patio extends about two feet into the right of way. He said the City is developing plans to reconstruct Jefferson Street, between Main and Third streets, and may need to remove a portion of the patio to make improvements. Still, **Sailor** said the patio can remain in place for now.

Swartley/Landis made a motion to allow the concrete patio to remain at Barecito, 114 West Jefferson Street, in the City's right of way with the understanding that a portion may need to be removed at some point for City work. Motion passed 4-0.

6) Engineering Department request: Approve the closure of 10th Street, from Jackson Street through Douglas Street, from April 2 until June 28, 2024

Director of Public Works & Utilities Dustin Sailor told the Board that Niblock Excavating has requested permission to close 10th Street, from Jackson Street through Douglas Street, from April 2 until June 28, 2024.

Sailor said for the first two weeks, the initial closure will only involve 10th Street, between Plymouth Avenue and Douglas Street, with a lane closure at Plymouth Avenue, if necessary. The remainder of the closure will occur after this time, including closing Plymouth Avenue. A detour plan was attached to the Board's meeting packet.

Sailor said Niblock requested this closure to complete underground utility and road replacement for the Tenth Street Reconstruction project. Access will also be coordinated with Gleason Industrial Products. All appropriate traffic control devices will be utilized.

In response to a question from **Board member Landis**, **Sailor** confirmed that the project will require occasional Plymouth Avenue closures. He said he would return to the Board to make those closure requests.

Swartley/Landis made a motion to approve the closure of 10th Street, from Jackson Street through Douglas Street, from April 2 until June 28, 2024. Motion passed 4-0.

7) Engineering Department request: Approve lowering the speed limit to 25 mph at the corners of Brinkley Way West and Brinkley Way East

Director of Public Works & Utilities Dustin Sailor told the Board that by state statute, local city streets are to be 30 mph unless otherwise posted. With the newly constructed road, Brinkley Way, the City Engineering Department took a request to adjust the speed limit at the corners only to the March 21 2024, Traffic Commission meeting.

Sailor said City Engineering recommended the installation of 25 mph warning signs at the corners (four in total) with the 30 mph signs at the development entrances.



Sailor said City Traffic Commissioners voted unanimously with a positive recommendation to the Board of Public Works.

In response to a question from **Board member Landis**, **Sailor** discussed the speed signs that would be placed. **Swartley/Landis made a motion to approve lowering the speed limit to 25 mph at the corners of Brinkley Way West and Brinkley Way East and placing appropriate signage. Motion passed 4-0.**

8) Engineering Department request: Approve and authorize the Mayor to sign the agreement with Cultivate Geospatial for Professional Engineering On-Call Consulting Services for the Geographic Information System (GIS) and authorize the Mayor to sign Task Orders

Director of Public Works & Utilities Dustin Sailor told the Board that the City Engineering Department is seeking to enter an on-call services Agreement with Cultivate Geospatial for Geographic Information Systems (GIS) services. **Sailor** said this subscription-based service agreement would purchase 150 hours of service at a cost of \$25,000 with an option to renew with written notification 60 days prior to the end of the year-long term. Work will be directed primarily by the City GIS Coordinator using Task Orders authorized by the Mayor.

Sailor said the central project for 2024 will be upgrading the GIS Enterprise system. A smooth upgrade process will be essential to minimize disruptions to the approximately 50 users editing data, many more staff viewing data, and several dependent system integrations.

Sailor said Cultivate Geospatial has successfully conducted system upgrades for several larger and more complex local government GIS systems across the State in the last few months. Remaining service hours will be used for projects that could include: development of system health monitoring tools, creation of print services for the online platform, development of internal and public-facing mapping applications, and general advising on best practices. In response to a question from **Mayor Leichty**, **Sailor** said the migration of data could begin within a month.

Swartley/Landis made a motion to approve and authorize the Mayor to sign the Agreement with Cultivate Geospatial for Professional Engineering On-Call Consulting Services for the Geographic Information System (GIS) and authorize the Mayor to sign Task Orders. Motion passed 4-0.

9) Engineering Department request: Approve Amendment No. 1 with Abonmarche Group for completion of an additional survey for a cost of \$5,500 and authorize the Mayor to sign the agreement

Director of Public Works & Utilities Dustin Sailor told the Board that the City Engineering Department would like to engage the Abonmarche Group to perform a topographical survey at 1107, 1109 and 1111 Sanders Avenue as an amendment to the original survey contract, Survey Packet No. 1, signed on Feb. 22, 2024.

Sailor said the survey will be utilized to design a new sewer system to replace the three sewer laterals failing at the above addresses. The survey and sewer lateral replacements are a high priority.

Quote amount received for Amendment No. 1: Abonmarche Group = \$5,500.

Swartley/Landis made a motion to approve Amendment No. 1 with Abonmarche Group for the completion of an additional survey for a cost of \$5,500 and authorize the Mayor to sign the agreement. Motion passed 4-0.

10) Engineering Department request: Approve and authorize the Board to execute the agreement with the Windshire Corporation and Schrock Homes, Inc. for the completion of the project at 2247 Westoria Drive

Director of Public Works & Utilities Dustin Sailor told the Board that the Stormwater Department was requesting the approval of an Agreement for the Completion of Construction for the home at 2247 Westoria Drive.



Sailor said the property has passed its final building inspection and the project is substantially complete except for 5,640 square feet of stabilization, one tree, installation of a hard surface driveway, and the installation of 300 square feet of concrete sidewalk adjacent to Westoria Drive. These final requirements cannot be completed now due to weather conditions.

Sailor said the Stormwater Department is submitting this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute. The property owner Windshire Corporation and builder Schrock Homes agree to complete all work by June 15, 2024. The expected cost of work is \$10,000 and an irrevocable letter of credit in that amount has been remitted to the Clerk-Treasurer's Office.

Swartley/Landis made a motion to approve and authorize the Board to execute the Agreement with The Windshire Corporation and Schrock Homes, Inc. for the Completion of the Project at 2247 Westoria Drive. Motion passed 4-0.

11) Engineering Department request: Approve and authorize the Board to execute the agreement with Schrock Homes for the Completion of the project at 1620 Sandlewood Drive

Director of Public Works & Utilities Dustin Sailor told the Board that the Stormwater Department was requesting the approval of an Agreement for the Completion of Construction for the home at 1620 Sandlewood Drive.

Sailor said the property had its final building inspection scheduled for March 21 and the project is substantially complete except for 11,500 square feet to stabilize, one tree planted, 390 square feet of sidewalk to install around the home, 405 square feet of sidewalk along Sandlewood Drive, and 848 square feet of driveway installed. These final requirements cannot be completed now due to weather conditions.

Sailor said the Stormwater Department has submitted this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

Property owner Ronald and Mary Stevens and builder Schrock Homes agree to complete all concrete and stabilization work by June 15, 2024. The expected cost of work is \$4,955 and a surety check in that amount has been remitted to the Clerk-Treasurer's Office.

Swartley/Landis made a motion to approve and authorize the Board to execute the Agreement with Schrock Homes for the Completion of the project at 1620 Sandlewood Drive. Motion passed 4-0.

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

Mayor Leichty opened Privilege of the Floor at 4:26 p.m. There were no comments.

At 4:27 p.m., Mayor Leichty recessed the Board of Public Works and Safety meeting and convened a meeting of the City Stormwater Board.

**CITY OF GOSHEN STORMWATER BOARD
4:00 p.m., March 28, 2024
Members: Mayor Leichty, Mike Landis and Mary Nichols (absent)**



Approval of this item was required by both Boards:

12) Approve Mayor Leichty signing the 2023 Annual Report to comply with the State of Indiana MS4 General Permit requirements

City Stormwater Coordinator Jason Kauffman told the Board that in compliance with the provisions of federal and state statutes, the Indiana Department of Environmental Management (IDEM) [issued] the National Pollutant Discharge Elimination System (NPDES) general permit to regulate discharges of stormwater from designated Municipal Separate Sewer System (MS4) entities into waters of the State of Indiana on December 18, 2021.

Kauffman said the City of Goshen is designated a MS4 entity and must comply with the MS4 General Permit, which requires the submittal of an annual report by April 1 of each year. The annual report includes information on how the City of Goshen implemented the six minimum control measures (MCMs) during the previous year.

Kauffman said the City Stormwater Department was requesting that the Board of Works and Safety approve of Mayor Leichty signing the 2023 Annual Report as the Mayor is the designated MS4 Operator for the City of Goshen. He said an electronic copy of the final report would be provided to the Board next week as the Stormwater Department continues to finalize the information.

Clerk-Treasurer Aguirre said there had been an indication that this request had to be approved by both the Stormwater Board and the Board of Works. **Kauffman** said he believed that was true. **City Attorney Bodie Stegelmann** suggested two separate votes.

Landis/Mayor Leichty made a motion to approve the 2023 Annual Report to comply with the State of Indiana MS4 General Permit requirements and approve Mayor Leichty signing the report. Motion passed 2-0.

At 4:30 p.m., Mayor Leichty adjourned the meeting of the City Stormwater Board and resumed the the Board of Public Works and Safety meeting.

13) Approve Mayor Leichty signing the 2023 Annual Report to comply with the State of Indiana MS4 General Permit requirements

Mayor Leichty invited a motion to approve the request from City Stormwater Coordinator Jason Kauffman that the Board of Works and Safety approve the 2023 Annual Report and approve Mayor Leichty signing it as the designated MS4 Operator for the City of Goshen.

Swartley/Landis/Mayor Leichty made a motion to approve Mayor Leichty signing the 2023 Annual Report to comply with the State of Indiana MS4 General Permit requirements. Motion passed 4-0.

At 4:31 p.m. Mayor Leichty recessed the Board of Public Works and Safety meeting and opened public hearings to review the status of the Orders of the City of Goshen Building Commissioner for five Goshen properties.

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., March 28, 2024

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

Members: Mayor Leichty, Mike Landis, Orv Myers, Barb Swartley and Mary Nichols (absent)



14) Status hearings regarding the Orders of the City of Goshen Building Commissioner for:

- 702 N. 6th Street (Gabriel Camarena & Nicolas Camarena, property owners)
- 208 Queen Street (Leopoldo Mendoza, property owner)
- 321 W. Oakridge Avenue (Gabriel Alvarez, property owner) and
- 111 S. 29th Street (Eduardo Pizana, property owner)

BACKGROUND:

In a March 25, 2024 memorandum to the Board, Assistant City Attorney Don Shuler provided the background of the status hearings for these four properties.

Shuler wrote that the Board held unsafe building hearings for these properties on Feb. 8, 2024. At the conclusion of the hearings, the Board determined the buildings were unsafe and warranted demolition. However, because an auction/sale of the property had recently occurred and the new prospective owners demonstrated a willingness to make repairs, the Board ordered that the new property owners either make substantial progress on repairs or demolish the property within 90 days.

For reference, copies of the Record of Action and Continuous Enforcement Order issued by the Board for each property was included in the Board's agenda packet.

Shuler wrote that while these properties are set for a full review hearing on either May 9, 2024 (702 N. 6th; 111 S. 29th) or May 23, 2024 (208 Queen; 321 W. Oakridge), the Board requested that the new property owners appear before the Board approximately halfway through the 90-day time period to provide a status update, on March 28, 2024. The Legal Department sent Notices of the Status Hearings to the new property owners via certified mail and received confirmation of delivery.

The respective property owners for the property are as follows:

- 702 N. 6th Street, Gabriel Camarena and Nicolas Camarena
- 208 Queen Street, Leopoldo Mendoza
- 321 W. Oakridge Avenue, Gabriel Alvarez
- 111 S. 29th Street, Eduardo Pizana

Shuler concluded that the Board was only receiving updates as to the status of the repairs and/or demolition at each of the properties. There was no formal action for the Board to take.

MARCH 28, 2024 DISCUSSION AND OUTCOME OF STATUS HEARINGS FOR THE PROPERTIES:

At 4:31p.m., Mayor Leichty convened status hearings to review the Orders of the City of Goshen Building Commissioner for:

- 702 N. 6th Street (Gabriel Camarena & Nicolas Camarena, property owners)
- 208 Queen Street (Leopoldo Mendoza, property owner)
- 321 W. Oakridge Avenue (Gabriel Alvarez, property owner) and
- 111 S. 29th Street (Eduardo Pizana, property owner)

Mayor Leichty swore in City Building Inspector Travis Eash to give lawful and truthful updates on the properties.

Eash said he would be inviting the property owners to give brief updates and might respond afterward.

Mayor Leichty asked City Attorney Bodie Stegelmann if she had to swear in the property owners. Stegelmann said that wouldn't be necessary since the owners would just be providing updates.

- 702 N. 6th Street (Gabriel Camarena & Nicolas Camarena, property owners)

Gabriel Camarena said shingles have been replaced and electrical work was in progress and will be completed next week. He said an inspector is expected to check on the completed work next week.



Mayor Leichty asked **Eash** if he had any feedback and if satisfactory progress had been made at the property. **Eash** said **Camarena** pulled a remodeling permit and must still pull an electrical permit and have it applied and paid for by a licensed electrician. He said the same condition would apply for any plumbing work. **Eash** said a Heating, Ventilation, and Air Conditioning (HVAC) permit also must be pulled by a licensed contractor. Still, **Eash** said the City Building Department didn't have any issues with the work and the progress was being made. He added that this property took a little longer to close, so work started later than anticipated "but was moving right along."

- **208 Queen Street (Leopoldo Mendoza, property owner)**

Through a translator, **Leopoldo Mendoza** said he has done four things: removed interior walls; cleaned the property inside and outside, all doors have been repaired and secured to prevent the entry of animals or insects and he is in the process of obtaining a remodeling permit from the City.

Eash said **Mendoza's** purchase of the property closed on March 11, which took longer than the other three properties. He said **Mendoza** has submitted his plans to the City Planning Department for review. **Eash** said **Mendoza** is requesting a gravel driveway, which first will need to be approved by the Board of Works and Safety. **Eash** added that **Mendoza** is not to blame for any delays and he expects to see progress on the home soon.

Board member Landis asked if work at the home will be delayed until the gravel driveway is approved. **Eash** responded that the City Planning and Zoning Department cannot sign off on a zoning clearance until the gravel driveway is approved and the Building Department cannot issue permits until the zoning clearance is approved. He added that **Mendoza** still has interior demolition work to do, so the driveway approval delay is not a problem.

- **321 W. Oakridge Avenue (Gabriel Alvarez, property owner)**

Gabriel Alvarez said he has replaced shingles, windows, doors and joists. He said the wooden floors also have been repaired and the damaged walls have been repaired and painted. **Alvarez** said the remodeling should be completed in two or three weeks and the home will then be ready for final inspections.

Eash agreed about the progress made so far and said he believes work at the property should be completed in about a month. He said he believes the home will soon be for sale, adding that it has passed all inspections held so far.

Mayor Leichty said it was exciting that this transition was happening.

- **111 S. 29th Street (Eduardo Pizana, property owner)**

Eduardo Pizana said he has pulled remodeling and plumbing permits and received quotes for electrical and Heating, Ventilation, and Air Conditioning (HVAC) work and hopes to get that started very soon. He said he has also stripped out all of the damaged drywall.

Eash said **Pizana's** report was accurate. He said he would be asking **Pizana** to keep in touch so City Building staff could visit the property.

15) Continued hearing to review of the Order of the City of Goshen Building Commissioner for 425 North 9th Street (Christopher Jones, property owner)

At 4:41 p.m., **Mayor Leichty** convened a continued hearing to review the Order of the City of Goshen Building Commissioner for 425 North 9th Street (**Christopher D. Jones, property owner**).

BACKGROUND:

In a March 25, 2024 memorandum to the Board, Assistant City Attorney Don Shuler wrote that the Board held an unsafe building hearing for the property located at 425 N. 9th Street, Goshen on Feb. 29, 2024.



At that hearing, following the presentation of evidence and statements from the Goshen Building Department and the property owner, Christopher Jones, Shuler wrote that the Board tabled the matter and scheduled further review for March 28, 2024, with the following conditions:

- (1) That Mr. Jones or his attorney provide a written summary of the current status of his litigation and collection efforts in Cause No. 20D05-2012-PL-238. This summary was to include a summary of the collection efforts to date, a reasonable time table for collection, and a statement as to the reasonable likelihood of success of collection.
- (2) That Mr. Jones maintain the exterior of the property at 425 N. 9th Street, to include cleaning up the yard in compliance with City of Goshen ordinances. Specifically, this was to include the removal of accumulated materials outside the structure, such as lumber, appliances, cars, doors, books, tires, air conditioning parts, and other materials.
- (3) The Goshen Building Department will be permitted to inspect the structure on the property prior to the March 28, 2024 hearing.
- (4) Mr. Jones will appear at the March 28, 2024 hearing with his attorney or other representative.

Shuler wrote that the Board should continue to conduct the unsafe building hearing by receiving any additional evidence from the Building Department. He wrote that the Board then must determine if it will affirm, rescind, or modify the Order of the Building Commissioner, both as to the findings of code violations that make the building unsafe, and as to the required action to take.

Attached to the Board's agenda packet were a form of the Record of Action and a Continuous Enforcement Order that the Board could issue following the hearing. Also included for reference was the April 13, 2023 Order of the City of Goshen Building Commissioner and the March 1, 2024 letter from Shuler to Christopher Jones, which was a follow-up communication after the Board's Feb. 29, 2024 hearing. The letter included a summary of what occurred at the hearing and what information Jones was required to provide at the March 28, 2024 continued hearing.

The March 28, 2024 Record of Action and a Continuous Enforcement Order included the following information about the property at 425 North 9th Street:

Background:

The Order of the City of Goshen Building Commissioner dated April 13, 2023 (hereinafter "Order") concerning the real estate located at 425 North 9th Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on Feb. 29, 2024, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said 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 May 19, 2023.

The following violations of Goshen City Code Title 6, Article 3, Chapter 1 were identified in the Order:

1. The extensive damage from the fire has resulted in compromising the structure's integrity due to damaged rafters, floors, ceilings, and walls; there are no proper ceilings or floors throughout the structure; more than half the load bearing walls have been compromised by the fire; there is no fire separation between floors; and the structure has exposed wiring, space heaters, and lacks gas connection, rendering it a fire hazard; all of which constitute violations of §§ 6.3.1.1(b), (p), (r), (u), (w), and (x).
2. The roof assembly has been compromised from the fire damage; there are signs of deterioration, missing shingles, and a possible hole; the roof decking has been damaged by the fire and requires replacement; all of which are violations of §§ 6.3.1.1(c) and (t).
3. There is no working plumbing system at the structure, a violation of § 6.3.1.1(a).
4. There are fire damaged and exposed wires throughout the structure, and the electrical panel was installed without a permit or by a licensed electrician, a violation of § 6.3.1.1(a).



5. There are cracked and broken windows, a violation of § 6.3.1.1(d).

6. There are broken and missing doors, a violation of § 6.3.1.1(d).

The Order of the Building Commissioner also noted the structure was filled with trash, debris, materials, and other materials, and generally had not been kept in a clean and sanitary condition that would permit human habitation, occupancy, or use under City Code.

The Order was to be reviewed before the Hearing Authority on June 12, 2023. At that hearing, the City of Goshen Building Department presented to the Hearing Authority an agreed upon timeline for repairs to be made to the structure on the property. That timeline was as follows:

- June 26, 2023 – Most if not all framing complete
- July 11, 2023 – Complete all framing, plumbing complete, gas service and water turned on
- Aug. 1, 2023 – Electrical wiring complete
- Aug. 15, 2023 – Insulation
- Oct. 1, 2023 – Remodel complete and final inspection done

The Hearing Authority tabled the review hearing pending this Agreement. On Jan. 10, 2024, a Notice of Scheduled Hearing was sent to the property owner and published in the Goshen News, advising that the Hearing Authority would review the Order of the City of Goshen Building Commissioner on Feb. 29, 2024. A hearing was held on Feb. 29, 2024 where evidence was presented and arguments heard. Following the hearing, the Board tabled further review until March 28, 2024, on the following conditions and/or requirements from the Christopher Jones:

(1) That Mr. Jones or his attorney provide a written summary of the current status of his litigation and collection efforts in Cause No. 20D05-2012-PL-238. This summary was to include a summary of the collection efforts to date, a reasonable time table for collection, and a statement as to the reasonable likelihood of success of collection.

(2) That Mr. Jones maintain the exterior of the property at 425 N. 9th Street, to include cleaning up the yard in compliance with City of Goshen ordinances. Specifically, this was to include removal of accumulated materials outside the structure, such as lumber, appliances, cars, doors, books, tires, air conditioning parts, and other materials.

(3) The Building Department be permitted to inspect the property prior to the March 28, 2024 hearing.

(4) Mr. Jones to appear at the March 28, 2024 hearing with his attorney or other representative.

The City of Goshen Legal Department sent a letter to Mr. Jones on March 1, 2024, via regular and certified mail, with these requirements.

DISCUSSION AND OUTCOME OF CONTINUED BOARD HEARING ON MARCH 28, 2024:

Mayor Leichty swore in the following to give lawful and truthful testimony: **City Building Inspector Travis Eash, Christopher Jones (property owner) and Jim Kalka, president of CPR Claims and Jones' representative.**

Mayor Leichty invited a report from Eash, who distributed a packet of information (**EXHIBIT #1**) about 425 North 9th Street. The packet included: a one-page memo from Eash to the Board (dated March 28, 2024), Assistant City Attorney Don Shuler's one-page report to the Board (dated March 25, 2024), Shuler's two-page letter to Christopher Jones (dated March 1, 2024), Shuler's nine-page Record of Action and Continuous Enforcement Order (dated March 28, 2024), Shuler's six-page memo to the Board (dated Feb. 26, 2024), a one-page City memo describing the status of 425 North 9th Street with a 2023 timetable for repairs (undated), a nine-page report provided by Jim Kalka of CPR Claims from Keller Engineering, Inc. of Bremen, Indiana on the condition of 425 North 9th Street (dated June 11, 2023), a one-page email from Jim Kalka of CPR Claims to Eash (dated Oct. 20, 2023); a 20-page City inspection report with photographs (dated Feb. 16, 2022); two pages of photos showing the exterior of the home (dated March 28, 2024) and a one-page letter to the City of Goshen from Christopher Jones' attorney, Morgan A. Decker of Indianapolis, with an update on Jones' lawsuit against HomeWorks Restoration LLC (dated March 27, 2024).



City Building Inspector Eash, said he conducted his initial inspection of the property on Dec. 28, 2021. Attached to the packet of information he provided to the Board today were photographs from that inspection as well as photos taken of the exterior of the home earlier today.

"Mr. Jones provided the Building Department a letter from an attorney on the status of his case against the former contractor," **Eash** said. "The exterior of the property has been significantly improved from the time of the initial hearing. However, there are still issues that remain, having to do with the gravel (still on site). The Building Department has been allowed into the property and can confirm that little to no work has been done to the structure at this point within the last six months."

Eash also said, "All the violations from the original Building Commissioner's Order remain and the condition of the property warrants demolition. The Building Department's recommendation is that the property be determined to be unsafe but to amend the demolition Order to allow 90 days to complete the repairs and affirm that Order."

Eash said there are organizations and possible volunteers that have shown an interest in the rehabilitation of the property but only if the property gets a clean and clear title.

Eash noted that **Christopher Jones** and his representative were present and could give information.

Mayor Leichty asked **Eash** what would need to be done to make the driveway compliant with City codes.

Eash said the driveway is too large but deferred specific comment to the City Planning and Zoning Department.

Mayor Leichty swore in **City Assistant Planning & Zoning Administrator Rossa Deegan** to provide lawful and truthful testimony.

Deegan said zoning compliance on this property began quite a while ago and one of the first issues identified was vehicles parked on the grass, unimproved surfaces on the property. He said his department worked with **Jones** to install a driveway.

Deegan said part of the process was approval by the Board of Public Works and Safety for a driveway made up of asphalt millings. He said the plan Jones provided was for a driveway 50 feet long and 25 feet wide, and those dimensions were approved by the City last year.

However, **Deegan** said the driveway installed was substantially larger than was approved. He said that may have been because a larger amount of material than needed was ordered and installed. **Deegan** said the City Planning and Zoning Department would either like to have the size of the driveway reduced to what was approved or for Jones to get approval for a larger driveway.

Mayor Leichty invited comments from **Christopher Jones**, the property owner.

Jones said he and a neighbor worked together on the driveway, which he said he thought was approved to be 30 feet by 50 feet and not 25 feet by 50 feet. He said it isn't 50 feet and is closer to 42 feet. He said yesterday he reduced the width to 25 feet using railroad ties to mark its borders.

Jones said it is difficult to back a trailer into the driveway with a new adjacent fence. He also said a telephone pole is close to his driveway and he would like to have it moved to improve the driveway access.

Mayor Leichty said she appreciated Jones' efforts and asked him to discuss the progress made, including outside work, since the Board's last hearing on Feb. 29, 2024.

Jones said he got a lot of help from individuals and the City and was grateful for it. He said the City brought in five trailers and many volunteers. With that assistance, Jones said the outside of the home and some parts inside, were cleaned up within a few hours. So, he said, progress has been made since the last hearing.

Mayor Leichty said the Board also requested an update on the status of Jones' legal action against his previous contractor. The Mayor said the letter submitted by **Jones'** attorney provided the requested update and showed that the case remains in "limbo." So, she said it appeared Jones would need to explore alternatives to paying for the repairs of the home.



Mayor Leichty said City Building Inspector Eash mentioned today that community resources could be available to help repair the home if Jones had a clear title to the property. **Jones** responded that he was unaware he didn't have a clean title to the house. The Mayor said this issue needed to be addressed.

Jones explained his efforts he made to gain clear title to the property and said he was confused about this situation.

Board members and Jones engaged in conversation about this issue. Jones said he had a deed to the property and has paid property taxes.

Mayor Leichty asked **City Attorney Bodie Stegelmann** if he could shed light on this issue. **Stegelmann** said he could not give legal advice to **Jones**, but provided an opinion of what may have happened in this case. He said it was possible relatives could still have a legal claim to the property. Stegelmann said there are ways to gain a clear title to the property and to verify that no one else has a legal claim to the property.

Jones commented again on the situation. **Stegelmann** said even though a deed may have been recorded, that doesn't necessarily mean it is correct. He added that Jones could go to court to seek a clear title. **Jones** said he previously paid an attorney to get this issue resolved.

There was continued conversation by **Jones, Stegelmann and Board members** about this issue.

Mayor Leichty said there remains ambiguity about the title issue and suggested that **Jones** seek a clear title to the property within the next 90 days. She also suggested that Jones narrow the driveway to the approved dimensions or seek City permission for a wider driveway. She also said the City had no way to control whether NIPSCO can or should remove the telephone pole on his property.

Jim Kalka, president of CPR Claims and Jones' representative, said he has never had a client like Jones, who he said has gotten a "bad deal" on the home renovations. He said he appreciated City staff being so kind to Jones. Kalka said he and Jones spoke to an attorney about the title issue. He asked if Jones should file a court action regarding this issue.

City Attorney Stegelmann said he cannot give legal advice.

Mayor Leichty said it would be tremendously helpful to have the title issue resolved.

Kalka said the home at 425 North 9th Street was Jones' childhood house and he was taken advantage of by others.

Mayor Leichty said she understood, adding that it was a tragic story. Kalka said he has helped Jones, adding that the City Building Department has been great. He also said that he has some volunteers who will donate materials and he will help Jones resolve the title issue. The **Mayor** thanked Kalka.

Jones added that he would like to give thank you cards to the volunteers. The Mayor said he could pass them on to **Travis Eash** or to the Mayor's Office so they can be delivered.

Mayor Leichty told Board members that the Board needed to determine whether Jones has made enough progress at 425 North 9th Street to support the City Building Department's recommendation to move from a building demolition to rehabilitation. If so, the Board would revisit the matter in 90 days.

Mayor Leichty said her recommendation, if the Board accepted the Building Commissioner's recommendation, would be that the Board add the following contingencies: that Jones demonstrate in the next 90 days that he's made good progress in gaining clear title to the property; that he make sure the yard continue to stay clean and mowed; and that he then make sure that the driveway is in compliance with the City's zoning requirements. She asked if Board members had any comments or recommendations.

Board member Landis said that when unsafe properties are brought back before the Board, the City's goal has always been that something has changed, no matter how the change occurred. When positive things are happening, he said he doesn't want to get in the way of that change continuing to happen. So, he said he would be happy to support a motion for the City to continue to monitor the situation and making additional requests to make the repairs happen more smoothly and more quickly for everyone's benefit.



Board member Swartley said she also would support this approach. She said it appeared **Jones** was trying to improve the situation and she supported rehabilitating homes and not demolishing them.

Board member Myers said he agreed with what other Board members said. He said **Jones** had made an effort to resolve the situation. He also said he agreed some progress was better than no progress,

Board member Swartley asked **City Building Inspector Eash** if the City Building Department was unable to issue permits without a clear title. **Eash** said “no”; **Jones** has active permits. However, he said the volunteers and an organization interested in helping Jones cannot legally do so until Jones has a clear title to the home.

Eash added that the home remains unsafe and that the Building Department would like the Board to affirm that finding today.

Swartley/Landis then made a motion that, regarding 425 North 9th Street, the Board affirms the City Building Commissioner’s Order that the property is unsafe but that the demolition order be converted from a demolition order to a rehabilitation order in 90 days subject to the exterior of the property remaining clean and mowed, that the driveway either be taken to the approved dimensions of 25 feet by 50 feet or approval be obtained from the City Zoning Department for a larger space and that the owner take steps to obtain clear title to the property and that the hearing be continued to July 25, 2024. Motion passed 4-0.

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 4-0.

Adjournment

Mayor Leichthy adjourned the Board of Works meeting at 5:12 p.m.

EXHIBIT #1: A March 28, 2024 memorandum by City Building Inspector Travis Eash and an extensive packet of information distributed to Board members about the property at 425 North 9th Street. The information was submitted during and for consideration of agenda item #15) Continued hearing to review of the Order of the City of Goshen Building Commissioner for 425 North 9th Street (Christopher Jones, property owner).

APPROVED:

Mayor Gina Leichthy



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

April 4, 2024

To: Board of Public Works and Safety

From: Brandy Toms, Paralegal

Subject: Open sealed quotes for purchase of hydraulic extrication tools

On behalf of the Goshen Fire Department, the City solicited sealed quotes for the purchase of hydraulic extrication tools in accordance with Indiana Code § 5-22-8-3. Legal asks that the Board of Public Works & Safety open any and all sealed quotes submitted for consideration and return all quote packages to Legal for review.



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April 11, 2024

To: Board of Public Works and Safety

From: Brandy Toms, Paralegal

Subject: Open sealed bids for purchase and installation of one diesel generator set and automatic transfer switch

On behalf of the Goshen Water & Sewer, the City solicited sealed bids for purchase and installation of one diesel generator set and automatic transfer switch in accordance with Indiana Code § 5-22-8-3. Legal asks that the Board of Public Works & Safety open any and all sealed bids submitted for consideration and return all bid packages to Legal for review.



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite I • 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 MILLING PROJECT
PROJECT NO. 2024-0002**

DATE: April 11, 2024

The Clerk-Treasurer's Office has received bids from contractors today for the 2024 Asphalt Milling 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 Asphalt Milling project and read the Total Amount Quote.



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: 04/01/2024

From: Jose' Miller, Chief of Police

Reference: Road Closure for Police Memorial Week Ceremony on May 15th, 2024

I am requesting that the Board of Public Works and Safety approve a temporary road closure for the 100 Block of East Jefferson on May 15th, 2024, from 1:00 PM until 5:00 PM. The Goshen Police Department will be conducting a ceremony in front of the Goshen Police Department in observance of National Police Week. We are requesting barricades and no parking signs for the 100 block of E. Jefferson between the hours of 1PM and 5PM. Our ceremony begins at 3:00pm and the public is invited to attend.

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



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 • www.goshenindiana.org

To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: April 11, 2024
Subject: Leopoldo Mendoza request for gravel driveway at 208 Queen Street

The Clerk-Treasurer received the following request from Leopoldo Mendoza of Goshen on April 3, 2024:

My name is Leopoldo Mendoza. I am the current owner of 208 Queen Street, which has a garage door in the basement in the back that lacks a driveway and I would like to connect to the back alley.

We are currently in the process of seeking approval for a remodeling permit

The design standard and specification for parking and driveway surfaces requires a “durable, hard surface.

We are requesting a variance to use gravel (slag) for the existing residence .

The plan is remove the topsoil, add 2” diameter gavel, then top with 1/2” gravel(slag).

We are seeking a variance for gravel as multiple parking areas in the neighborhood are currently gravel.

Please see attached document depicting the proposed parking area and neighboring parking areas currently gravel.

Leopoldo Mendoza

polomingucha@gmail.com



CONCRETE



GRAVEL



GRAVEL DRIVEWAY

208 QUEEN ST.



Sign in

Queen St

Queen St

Queen St

Queen St

Queen St

W Oakridge Ave

W Oakridge Ave

W Oakridge Ave

N 2nd St

N 3rd St

Layers

Google

Map data ©2024 Google

United States

Praise Cha

Map navigation controls including zoom in (+), zoom out (-), and a search bar with 'Praise Cha' and a magnifying glass icon.



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: April 11, 2024
Subject: Request for partial closure of sidewalk at 206 North Main Street, the week of April 22 and/or April 29, for the removal of an awning and to change out of two second-story windows at the Democrat Building

The Clerk-Treasurer received the following request on April 8, 2024:

Good afternoon, Richard! Here is the information for the Board of Works meeting on April 11, 2024.

We will be using a rolling scaffolding to remove an awning and to change out two second-story windows at the Democrat Building located at 206 North Main Street. The sidewalk will remain partially open as we will be working up against the building. We will have cones and caution tape out around the scaffolding to prevent anyone from walking by it.

We are planning on doing this work the week of April 22nd and/or the week of April 29th. All work will be done during the day from 8 a.m. to 5 p.m. The scaffolding will be removed overnight.

Please let me know if you need further information and or have any questions.

Thanks,

Bruce Dyksen

President and Owner

Dyksen & Sons Builders

1825 West 400 North

Warsaw IN 46582

574-214-9466

dyksenandsons.com



CITY OF GOSHEN LEGAL DEPARTMENT

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

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www.goshenindiana.org

April 11, 2024

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Acceptance of Deed of Dedication from LAG REALTY, LLC

It is recommended that the Board accept the attached Deed of Dedication from LAG REALTY, LLC for 40 feet of public right-of-way at 2717 Peddler's Village Road between Elkhart Road and Reliance Road. The drawing attached as Exhibit B to the Deed of Dedication depicts the public right-of-way area.

Suggested Motion:

Move to accept the Deed of Dedication for public right-of-way from LAG REALTY, LLC, and authorize the Mayor to execute the Acceptance.

DEED OF DEDICATION

THIS INDENTURE WITNESSETH, that **LAG REALTY, LLC**, an Indiana limited liability company (“Grantor”), dedicates and conveys to **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for Zero Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B for public right-of-way purposes, including, but not limited to the placement and maintenance of a public road and public utilities.

The public right-of-way is part of the real estate more commonly known as 2717 Peddler’s Village Road, Goshen, Indiana, and part of Parcel Number 20-07-31-377-008.000-013.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Deed of Dedication on behalf of Grantor; that the Grantor has full capacity to grant the Deed of Dedication described; and that all necessary action for granting this Deed of Dedication has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Dedication on April 2nd, 2024.

LAG REALTY, LLC,
an Indiana limited liability company

By: Robert P. Loquario

Printed: Robert P. Loquario

Title: Manager

STATE OF Illinois)
) SS:
COUNTY OF Cook)

Before me, the undersigned Notary Public, on April 2nd, 2024, personally appeared Robert P. Loquercio (Name), manager (Title) of LAG REALTY, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument.



Julie Fitzpatrick
Notary Public
Printed: Julie Fitzpatrick
County of residence: Cook
Commission number: _____
My commission expires: 04/21/2026

EXHIBIT "A"

Project: Lag Realty, LLC
Parcel: Fee Simple Right of Way, Peddlers Village Road
Key No: 20-07-31-377-008.000-013

Sheet 1 of 1

A part of the Fractional Southwest Quarter of Section 31, Township 37 North, Range 6 East, Elkhart County, Indiana, and being a part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", and more particularly described as follows: The South 40 feet of the following described tract of land:

Commencing at the Southwest corner of said Section 31; thence East (assumed) 1,449.42 feet along the South line of said Section 31 and the centerline of County Road 28 to the point of beginning of this description; thence North at right angles to the last described line 689.25 feet to the Southwesterly right of way of U.S. Highway 33; thence South 51 degrees 3 minutes 40 seconds East 432.47 feet along said right of way to the centerline of Leedy Ditch; thence South 8 degrees 21 minutes 43 seconds West, 421.93 feet along said centerline to the South line of said Section 31 and the centerline of County Road 28; thence West 275.03 feet along the last described line to the point of beginning.

Containing 0.26 acres, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: #2022-17025


Prepared for: City of Goshen
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: January 5, 2024
Job Number: 2022-0319

J:\Projects\2022 Projects\2022-0319\Surv\RW Dedication\2024-01-05 REVISED Peddlers Village Rd
RW Exhibit A.docx

Parcel No: no
Road: Peddlers Village Rd.
Sec: 31 Town: 37 N. Range: 6 E.

Right-of-Way Parcel Plat Exhibit "B"

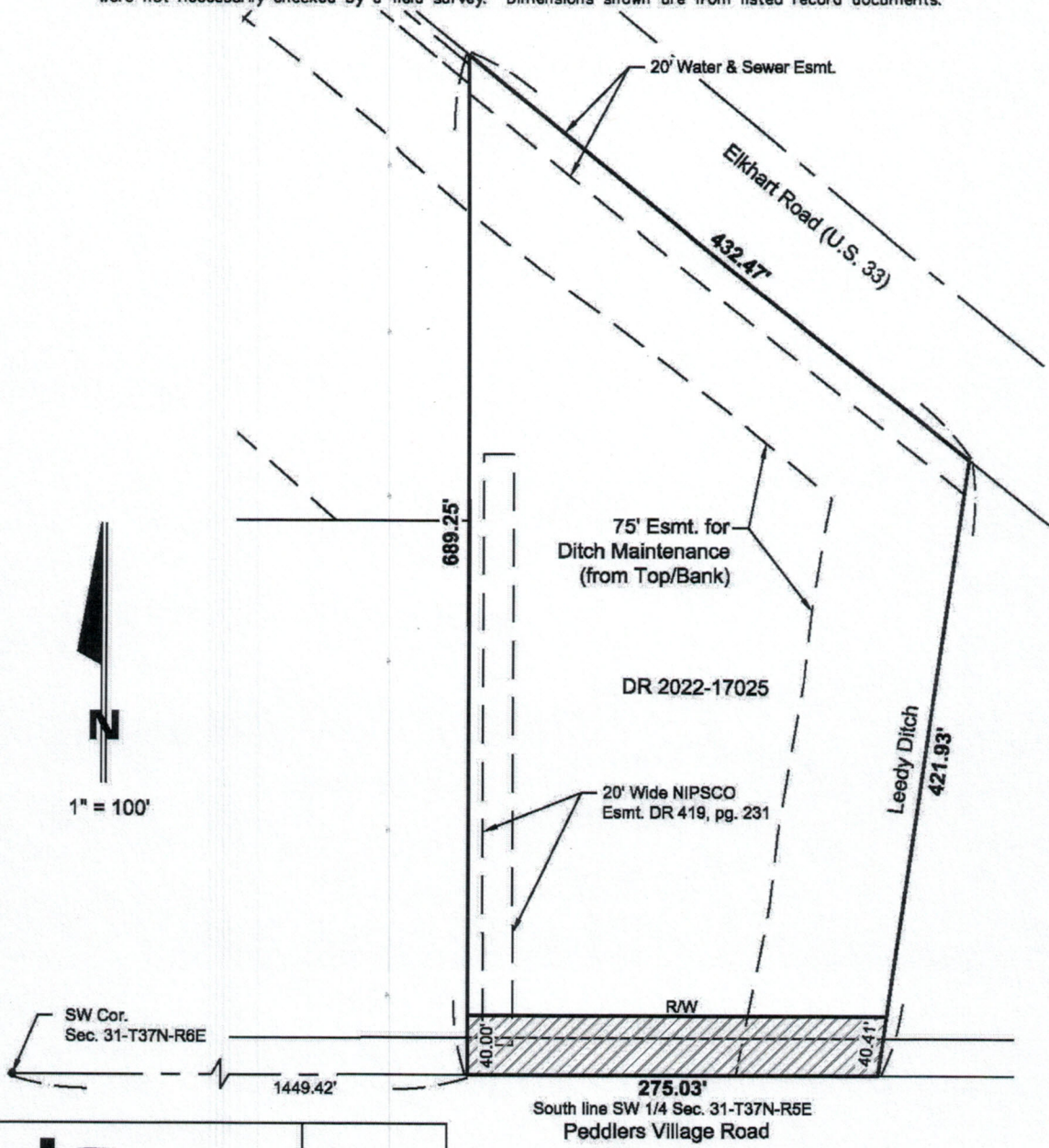
Job No: 2022-0319
Drawn: rwb
Checked: jsb
County: Elkhart

 Hatched area is approximate acquisition.

Prepared for: City of Goshen
Owner: Log Realty, LLC

Deed Rec.: 2022-17025
Key Number: 20-07-31-377-008.000-013

This plat was prepared from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey. Dimensions shown are from listed record documents.



JONES
PETRIE
RAFINSKI

South Bend, IN
p: 574.232.4388
Fort Wayne, IN
p: 260.422.2522

File: Z:\Projects\2022 Projects\2022-0319\Surv\RW Dedication\220319RW\W\shhltb.dwg Saved By:james

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from LAG REALTY, LLC, an Indiana limited liability company, and accepts the Deed of Dedication on _____, 2024.

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

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2024, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

Memorandum

To: Goshen Redevelopment Commission & Goshen Board of Works and Safety

From: Dustin K. Sailor, Director of Public Works

RE: **STEURY AVENUE & LINCOLN AVENUE RECONSTRUCTION & DRAINAGE
IMPROVEMENTS CONSTRUCTION BID REVIEW
(JN: 2019-0046)**

Date: April 2, 2024

Three bids for the above-referenced project were received on March 28, 2024, from:

Contractor	Base Bid	Bid Alternate	Bid Total
Niblock Excavating	\$8,829,875.50	\$267,882.50	\$9,097,758.00
HRP Construction	\$10,327,000.00	\$197,059.00	\$10,524,059.00
Rieth-Riley Construction	\$11,742,856.80	\$257,137.50	\$11,999,994.30

Bids were reviewed for compliance, and all bidders provided correct bid totals and the proper documentation as required by the Instruction to Bidders. Based on the bids submitted, Niblock Excavating was found to be the lowest responsive and responsible bidder with a base bid of \$8,829,875.50, a bid alternate of \$267,882.50, and a total bid amount of \$9,097,758.50.

Within the bid package, a bid alternate was included to reconstruct Goshen Die Cutting's (GDC) trailer parking area impacted by the smoothing of the S-curves on Steury Avenue. Although Niblock's bid for this alternate was the highest of the three bids, Niblock's overall bid remains the lowest.

Goshen Redevelopment budgeted \$8 million to construct this project, including American Rescue Plan dollars. Within the bid, allowances were added for unforeseen construction conflicts and issues. These undistributed quantities are:

- Line Item 7C, B-borrow, valued at \$180,000,
 - Line Item 7D, No. 2 Stone, valued at \$345,000, and
 - Line Item No. 38, Construction Allowance, valued at \$700,000
- Subtotal Value of \$1,225,000**

These allowances may or may not be used during construction.

With the need to utilize the allotted ARP funding before its expiration, with the need to complete the identified improvements, and having received three competitive bids, **Goshen Engineering recommends awarding the base bid and the bid alternate to Niblock Excavating.**

STEURY AVENUE & LINCOLN AVENUE RECONSTRUCTION & DRAINAGE IMPROVEMENTS - JN: 2019-0046

MATERIAL BID TAB

BID DUE DATE - March 28, 2024

Item No.	Est. Qty.	Unit	Description	Niblock Excavating		HRP Construction		Rieth-Riley	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				1	1	LSUM	Construction Notice Board	\$1,200.00	\$1,200.00
2	1	LSUM	Mobilization & Demobilization	\$374,500.00	\$374,500.00	\$999,990.85	\$999,990.85	\$480,000.00	\$480,000.00
3	1	LSUM	Maintenance of Traffic	\$50,000.00	\$50,000.00	\$300,000.00	\$300,000.00	\$351,000.00	\$351,000.00
4	1	LSUM	Construction Engineering	\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00	\$350,000.00	\$350,000.00
5	1	LSUM	Clearing Right-of-Way	\$150,000.00	\$150,000.00	\$820,000.00	\$820,000.00	\$1,000,000.00	\$1,000,000.00
6A	3,275	SYD	Concrete Pavement, Remove	\$10.00	\$32,750.00	\$9.00	\$29,475.00	\$25.80	\$84,495.00
6B	90	LFT	Curb, Remove	\$10.00	\$900.00	\$6.00	\$540.00	\$22.65	\$2,038.50
6C	1	LSUM	Booster Station, Remove	\$17,500.00	\$17,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
7A	16,080	CYD	Common Excavation	\$37.50	\$603,000.00	\$40.00	\$643,200.00	\$50.20	\$807,216.00
7B	11,740	CYD	Structure Backfill, Type 1	\$60.00	\$704,400.00	\$45.00	\$528,300.00	\$45.00	\$528,300.00
7C	3,000	CYD	"B" Borrow (Undistributed)	\$60.00	\$180,000.00	\$40.00	\$120,000.00	\$65.65	\$196,950.00
7D	3,000	CYD	Compacted Aggregate, No. 2 (Undistributed)	\$115.00	\$345,000.00	\$60.00	\$180,000.00	\$163.35	\$490,050.00
7E	1	LSUM	Embankment, Clay, Restoration	\$20,500.00	\$20,500.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
7F	1	LSUM	Site Grading	\$80,000.00	\$80,000.00	\$50,000.00	\$50,000.00	\$36,292.45	\$36,292.45
8A	415	LFT	Silt Fence	\$2.50	\$1,037.50	\$2.50	\$1,037.50	\$22.10	\$9,171.50
8B	50	EA	Temporary Inlet Protection	\$75.00	\$3,750.00	\$150.00	\$7,500.00	\$847.45	\$42,372.50
8C	1	LSUM	Temporary Erosion & Sediment Control	\$20,500.00	\$20,500.00	\$84,000.00	\$84,000.00	\$250,000.00	\$250,000.00
9A	11,260	SYD	Milling, 2"	\$3.80	\$42,788.00	\$3.50	\$39,410.00	\$3.50	\$39,410.00
9B	90	SYD	Milling, Transition	\$5.00	\$450.00	\$22.80	\$2,052.00	\$22.80	\$2,052.00
10	7,430	TON	Compacted Aggregate for Base, No. 53	\$42.50	\$315,775.00	\$20.00	\$148,600.00	\$58.35	\$433,540.50
11	170	TON	Compacted Aggregate for Approach, No. 73	\$85.00	\$14,450.00	\$100.00	\$17,000.00	\$86.45	\$14,696.50
12A	2,705	TON	HMA Surface, 9.5 mm, Type B	\$125.00	\$338,125.00	\$125.55	\$339,612.75	\$125.55	\$339,612.75
12B	1,995	TON	HMA Intermediate, 19.0 mm, Type B	\$105.00	\$209,475.00	\$100.90	\$201,295.50	\$100.90	\$201,295.50
12C	7,460	TON	HMA Base, 25.0 mm, Type B	\$95.00	\$708,700.00	\$99.00	\$738,540.00	\$99.00	\$738,540.00
12D	200	TON	HMA Wedging Allowance	\$115.00	\$23,000.00	\$125.00	\$25,000.00	\$125.00	\$25,000.00
13	26,630	SYD	Asphalt for Tack Coat	\$0.30	\$7,989.00	\$0.01	\$266.30	\$0.01	\$266.30
14	95	SYD	Concrete Curb Ramp	\$225.00	\$21,375.00	\$270.95	\$25,740.25	\$270.95	\$25,740.25
15	1,655	SYD	Concrete Sidewalk, 4"	\$95.00	\$157,225.00	\$76.90	\$127,269.50	\$76.90	\$127,269.50
16A	4,660	LFT	Concrete Curb & Gutter	\$38.50	\$179,410.00	\$29.30	\$136,538.00	\$29.30	\$136,538.00
16B	700	LFT	Concrete Curb, 6"	\$35.00	\$24,500.00	\$36.90	\$25,830.00	\$36.90	\$25,830.00
16C	95	SYD	Concrete Center Curb	\$235.00	\$22,325.00	\$132.90	\$12,625.50	\$132.90	\$12,625.50
17A	1,635	SYD	PCCP for Approaches, 6"	\$87.50	\$143,062.50	\$67.55	\$110,444.25	\$67.55	\$110,444.25
17B	2,550	SYD	PCCP for Approaches, 9"	\$135.00	\$344,250.00	\$76.10	\$194,055.00	\$76.10	\$194,055.00
18A	175	SYD	Riprap, Revetment, INDOT Class I	\$115.00	\$20,125.00	\$200.00	\$35,000.00	\$200.00	\$35,000.00
18B	175	SYD	Geotextile	\$8.50	\$1,487.50	\$4.00	\$700.00	\$4.00	\$700.00
19A	9,300	SYD	Mulched Seeding	\$10.00	\$93,000.00	\$1.95	\$18,135.00	\$17.25	\$160,425.00
19B	1,550	SYD	Erosion Control Blankets	\$1.50	\$2,325.00	\$2.50	\$3,875.00	\$1.50	\$2,325.00
19C	1	LSUM	Landscape Restoration	\$6,500.00	\$6,500.00	\$150,000.00	\$150,000.00	\$13,686.75	\$13,686.75
20A	220	SYD	Landscape Stone	\$13.50	\$2,970.00	\$80.00	\$17,600.00	\$43.70	\$9,614.00
20B	10	SYD	Washed "O" Stone	\$80.00	\$800.00	\$110.00	\$1,100.00	\$217.17	\$2,171.70
21	310	LFT	Fence, Chain Link, 72"	\$75.00	\$23,250.00	\$70.00	\$21,700.00	\$55.00	\$17,050.00
22A	225	LFT	Storm Sewer Pipe, Circular, 6"	\$48.50	\$10,912.50	\$75.00	\$16,875.00	\$75.00	\$16,875.00
22B	2,193	LFT	Storm Sewer Pipe, Circular, 12"	\$60.50	\$132,676.50	\$75.00	\$164,475.00	\$75.00	\$164,475.00
22C	141	LFT	Storm Sewer Pipe, Circular, 15"	\$75.00	\$10,575.00	\$90.00	\$12,690.00	\$90.00	\$12,690.00
22D	165	LFT	Storm Sewer Pipe, Circular, 18"	\$85.00	\$14,025.00	\$85.00	\$14,025.00	\$85.00	\$14,025.00
22E	842	LFT	Storm Sewer Pipe, Circular, 24"	\$105.00	\$88,410.00	\$90.00	\$75,780.00	\$90.00	\$75,780.00
22F	900	LFT	Storm Sewer Pipe, Circular, 30"	\$155.00	\$139,500.00	\$110.00	\$99,000.00	\$110.00	\$99,000.00
22G	237	LFT	Storm Sewer Pipe, Circular, 36"	\$195.00	\$46,215.00	\$140.00	\$33,180.00	\$140.00	\$33,180.00
23A	466	LFT	Sanitary Sewer, PVC SDR 26, Circular, 10"	\$155.00	\$72,230.00	\$115.00	\$53,590.00	\$115.00	\$53,590.00
23B	1,395	LFT	Sanitary Sewer, PVC SDR 35, Circular, 10"	\$125.00	\$174,375.00	\$110.00	\$153,450.00	\$110.00	\$153,450.00
23C	1,241	LFT	Sanitary Sewer Lateral, PVC SDR 35, Circular, 6"	\$115.00	\$142,715.00	\$110.00	\$136,510.00	\$110.00	\$136,510.00
23D	14	LFT	Sanitary Sewer, PVC SDR 26, Circular, 18"	\$220.00	\$3,080.00	\$165.00	\$2,310.00	\$2,310.00	\$3,340.00
24	6,165	LFT	Underdrain, 6"	\$25.00	\$154,125.00	\$30.00	\$184,950.00	\$55.35	\$341,232.75
25A	12	EA	Standard Inlet, 30"	\$2,650.00	\$31,800.00	\$6,000.00	\$72,000.00	\$6,000.00	\$72,000.00
25B	7	EA	Standard Inlet, 30", Epoxy Coated	\$4,750.00	\$33,250.00	\$8,000.00	\$56,000.00	\$8,000.00	\$56,000.00
25C	1	EA	Standard Catch Basin, 48"	\$4,500.00	\$4,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
25D	16	EA	Standard Manhole, 48"	\$4,000.00	\$64,000.00	\$9,500.00	\$152,000.00	\$9,500.00	\$152,000.00
25E	1	EA	Standard Manhole, 48", Epoxy Coated	\$6,500.00	\$6,500.00	\$11,500.00	\$11,500.00	\$11,500.00	\$11,500.00
25F	9	EA	Standard Manhole, 60"	\$7,750.00	\$69,750.00	\$10,500.00	\$94,500.00	\$10,500.00	\$94,500.00
25G	4	EA	Standard Manhole with Sump, 48"	\$5,000.00	\$20,000.00	\$10,000.00	\$40,000.00	\$10,000.00	\$40,000.00
25H	2	EA	Standard Manhole with Sump, 60"	\$10,000.00	\$20,000.00	\$11,000.00	\$22,000.00	\$11,000.00	\$22,000.00
25I	1	EA	Standard Manhole with Sump, 72"	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
25J	1	EA	Downspout Connection to New Storm Sewer	\$1,000.00	\$1,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
26A	8	EA	Standard Sanitary Manhole, 48"	\$9,000.00	\$72,000.00	\$11,000.00	\$88,000.00	\$11,000.00	\$88,000.00
26B	1	EA	Standard Sanitary Manhole, 48", Epoxy Coated	\$15,000.00	\$15,000.00	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00
26C	2	EA	Doghouse Sanitary Manhole, 48"	\$13,500.00	\$27,000.00	\$14,000.00	\$28,000.00	\$14,000.00	\$28,000.00
27A	1	EA	Storm Water Treatment Unit 1	\$60,000.00	\$60,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
27B	1	EA	Storm Water Treatment Unit 2	\$60,000.00	\$60,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
28A	3	EA	Pipe End Section, 12"	\$1,250.00	\$3,750.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00
28B	2	EA	Pipe End Section, 15"	\$1,350.00	\$2,700.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00
28C	1	EA	Pipe End Section, 30"	\$2,850.00	\$2,850.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
28D	1	EA	Pipe End Section, 36"	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
29A	2,880	LFT	Water Main, DI, 12", Open Cut	\$125.00	\$360,000.00	\$165.00	\$475,200.00	\$165.00	\$475,200.00
29B	245	LFT	Water Main, HDPE, 16", Directionally Bored	\$150.00	\$36,750.00	\$475.00	\$116,375.00	\$475.00	\$116,375.00
29C	1,195	LFT	Water Service, 1"	\$55.00	\$65,725.00	\$40.00	\$47,800.00	\$40.00	\$47,800.00
29D	290	LFT	Water Service, 2"	\$135.00	\$39,150.00	\$100.00	\$29,000.00	\$100.00	\$29,000.00
29E	15	LFT	Water Service, 4"	\$235.00	\$3,525.00	\$400.00	\$6,000.00	\$400.00	\$6,000.00
29F	15	LFT	Water Service, 6"	\$235.00	\$3,525.00	\$400.00	\$6,000.00	\$400.00	\$6,000.00
29G	105	LFT	Water Service, 8"	\$235.00	\$24,675.00	\$300.00	\$31,500.00	\$300.00	\$31,500.00
29H	130	LFT	Water Service, 2", Directionally Bored	\$55.00	\$7,150.00	\$200.00	\$26,000.00	\$200.00	\$26,000.00
29I	1	LSUM	Connection to Residence Allowance	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
30A	1	EA	Water Main Reducer, 16" x 12"	\$2,050.00	\$2,050.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
30B	1	EA	Water Main Reducer, 12" x 10"	\$1,150.00	\$1,150.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
30C	1	EA	Water Main Reducer, 12" x 6"	\$1,005.00	\$1,005.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
30D	1	EA	Water Main Tee, 12" x 12"	\$2,600.00	\$2,600.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
30E	13	EA	Water Main Elbow, 22.5 Degree, 12"	\$1,300.00	\$16,900.00	\$6,000.00	\$78,000.00	\$6,000.00	\$78,000.00
30F	1	EA	Water Main Elbow, 22.5 Degree, 16"	\$2,550.00	\$2,550.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
30G	2	EA	Water Main Elbow, 45 Degree, 12"	\$1,560.00	\$3,120.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00
30H	3	EA	Water Main Cap, 8"	\$450.00	\$1,350.00	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00
30I	1	EA	Water Main Cap, 10"	\$525.00	\$525.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00
30J	1	EA	Water Main Cap, 12"	\$650.00	\$650.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
30K	1	EA	Water Main Sleeve, 6"	\$750.00	\$750.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
30L	1	EA	Water Main Sleeve, 10"	\$1,120.00	\$1,120.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
30M	2	EA	Water Main Sleeve, 12"	\$1,390.00	\$2,780.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00
30N	2	EA	Water Main Fitting, MJ, Fused-On	\$2,820.00	\$5,640.00	\$10,000.00	\$20,000.00	\$20,000.00	\$20,000.00
31A	2	EA	Butterfly Valve, 8"	\$3,900.00	\$7,800.00	\$7,000.00	\$14,000.00	\$10,000.00	\$20,000.00
31B	12	EA	Butterfly Valve, 12"	\$6,500.00	\$78,000.00	\$8,500.00	\$102,000.00	\$8,500.00	\$102,000.00
31C	2	EA	Line Stop, 10"	\$11,500.00	\$23,000.00	\$10,000.00	\$20,000.00	\$10,000.00	\$20,000.00
31D	1	EA	Check Valve, 12"	\$28,000.00	\$28,000.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00
32A	7	EA	Fire Hydrant Assembly, Remove	\$665.00	\$4,655.00	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00
32B	2	EA	Fire Hydrant Assembly, Remove & Relocate	\$3,250.00	\$6,500.00	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00
32C	7	EA	Fire Hydrant Assembly	\$9,500.00	\$66,500.00	\$12,000.00	\$84,000.00	\$12,000.00	\$84,000.00
33A	4,370</								

**CITY OF GOSHEN, INDIANA
CONTRACT FOR PUBLIC WORKS PROJECT**

PROJECT: Steury Avenue and Lincoln Avenue Reconstruction & Drainage Improvements

PROJECT NUMBER: JN 2019-0046

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT (“Contract”) is entered into on _____, 2024, which is date of the last signature set forth on the signature page, by and between **Niblock Excavating, Inc.** (“Contractor”), whose mailing address is PO Box 211, Bristol, IN 46507, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

1. Component Parts of this Contract.

(A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:

- (1) City of Goshen, Indiana Specifications and Contract Documents for the public works Project and Project Number set forth in the heading above.
- (2) Contractor’s Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
- (3) Notice to Proceed issued by City to Contractor.
- (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
- (5) Contractor’s performance bond, payment bond, and maintenance bond, if any.
- (6) Contractor’s certificate of insurance.

The above documents are specifically incorporated into this Contract by reference.

(B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1) This Contract, and any Amendments and/or change orders;
- (2) The Specifications and Contract Documents; and
- (3) Contractor’s Proposal.

2. Duties of Contractor.

(A) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with this Contract, including any incidentals whether or not specifically called for in these documents.

(B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor’s employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor’s employees.

- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of the Specifications and Contract Documents and this Contract.

3. **Effective Date; Term.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall begin work on the Project immediately upon receiving a written notice to proceed from City.
- (C) Contractor shall carry out all work on the Project expeditiously with adequate work forces and shall complete the work as follows:
 - (1) Substantial completion of **Phase 1 and Phase 2 for Lincoln Avenue** shall be by October 4, 2024, and final completion of **Phase 1 and Phase 2 for Lincoln Avenue** shall be by October 31, 2024.
 - (2) Substantial completion of **Phase 3 and Phase 4 for Steury Avenue** shall be by August 29, 2025, and final completion of **Phase 3 and Phase 4 for Steury Avenue** shall be by September 30, 2025.

“Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.

- (D) If Contractor does not substantially complete the Project within the time periods set forth in paragraph (C)(1) and/or (C)(2), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed within the time periods set forth in paragraph (C)(1) and/or (C)(2), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of One Thousand Dollars (\$1,000) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

4. **Compensation.**

- (A) City shall pay Contractor for the performance of the work under this Contract based on the established unit prices for the work items as set forth in Contractor’s itemized proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s) or change order(s), is the following:

Base Bid:	\$8,829,875.50
Alternate Number(s): <u>Alt. No. 1</u>	<u>\$ 267,882.50</u>
Total Contract Price/Compensation:	<u>\$9,097,758.00</u>

- (B) Payment to Contractor will be based on the unit prices for the work items and the actual number of units used. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.

5. **Payment and Retainage.**

- (A) Upon receipt of a detailed invoice, City shall pay Contractor as work progresses on the Project based on the dollar value of work satisfactorily completed in accordance with the Specifications

and Contract Documents. Partial payment(s) under this Contract will be made no more frequently than once every thirty (30) days.

- (B) In accordance with Indiana Code § 36-1-12-13 and 14, City shall withhold payment of money in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, an amount computed under Indiana Code § 36-1-12-14(f) shall be withheld until those items are completed. The retainage shall be held either by City or placed in an escrow account with a bank, savings and loan institution or the state as the escrow agent.
- (C) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- (D) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- (E) Contractor shall submit to City the detailed invoice(s) along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528
Email is also acceptable at Engineering@goshencity.com.
- (F) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice, except for final payment under paragraph (D). If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (G) Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts or otherwise correct any work.
- (H) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

6. **Payment Bond.**

- (A) Contractor agrees to provide City an approved payment bond equal to the contract price within fourteen (14) days after award of the Contract.
- (B) The payment bond is binding on Contractor, and a contractor in any contractor tier, and their successors and assigns for the payment of all indebtedness to a person for labor and services performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The payment bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the public work Contract; or a defect in the proceedings preliminary to the letting and award of the public work Contract does not discharge the surety.
- (C) The surety on the payment bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

7. **Performance Bond.**

- (A) Contractor agrees to provide City an approved performance bond equal to the contract price within fourteen (14) days after award of the contract.
- (B) The performance bond shall guarantee the faithful and proper performance of the work in accordance with the Specifications and Contract Documents. The performance bond must specify that a modification, omission or addition to the terms and conditions of the Contract, plans, specifications, drawings or profile; a defect in the Contract; or a defect in the proceedings preliminary to the letting and award of the public work Contract does not discharge the surety.
- (C) The surety on the performance bond shall not be released until one (1) year after the date of the City's final settlement with Contractor.

8. **Construction Schedule.**

- (A) After being awarded the Contract, Contractor shall update the proposed construction schedule that was submitted with the Contractor's Proposal for approval by City. Contractor agrees to adhere to the construction schedule so that the Project is completed on or before the substantial completion date.
- (B) If Contractor fails to adhere to the construction schedule, Contractor shall adopt other or additional means and methods of construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.
- (C) Contractor agrees that no modification to the construction schedule is permitted that will delay the completion of the Project by the substantial completion date without a formal amendment to this Contract.

9. **Project Safety.**

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.
- (B) Pursuant to Indiana Code § 36-1-12-20, if the performance of work for this Project requires the creation of a trench of at least five (5) feet in depth, Contractor and/or any a contractor in any contractor tier shall perform such work in accordance with IOSHA regulations 29 CFR 1926, Subpart F, for trench safety systems. 29 CFR 1926, Subpart F, are incorporated into these Specifications and Contract Documents by reference. The cost for trench safety systems, if required, shall be paid for as a separate pay item, or if not a separate pay item, in the pay item of the principal work with which the safety systems are associated.

10. **Materials and Workmanship; Inspection.**

- (A) All products, materials, components, equipment, supplies or workmanship provided in the performance of this Contract shall be as specified in the project specifications of these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States unless the City has determined, in writing, that the cost of the steel or foundry products manufactured in the United States is considered unreasonable.
- (C) Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.

- (D) City shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (E) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (F) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

11. **Warranty; Maintenance Bond.**

- (A) Contractor shall warrant all products, materials, components, equipment, and/or supplies furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.
- (D) Contractor agrees to provide City an approved maintenance bond in an amount equal to ten percent (10%) of the contract price upon completion of the Project and acceptance by the City.
- (E) The maintenance bond shall guarantee that all workmanship and materials used in the Project are in accordance with the Specifications and Contract Documents. Contractor shall be responsible for removing and correcting all defects due to faulty workmanship and/or materials and shall pay for any damages to other work resulting therefrom which shall be discovered within the guarantee period.
- (F) The maintenance bond shall not be released until three (3) years after the acceptance of the work by City.

12. **Independent Contractor.**

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

13. **Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, a contractor in any contractor tier shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
 - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
 - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
 - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
 - (4) That this Contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (C) This section shall also apply to a contractor in any contractor tier.

14. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with an individual that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- (E) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (F) This section shall also apply to a contractor in any contractor tier.

15. **Employee Drug Testing Program.**

- (A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7 as described in Contractor's written plan submitted with their proposal.
- (B) City may cancel or terminate this Contract in the event Contractor fails to implement the employee drug testing program during the term of the Contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.
- (C) This section also applies to a contractor in any contractor tier.

16. **Contractor Compliance with Other Laws.**

- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
 - (1) A contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.
 - (2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
 - (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
 - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
 - (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.
- (C) This section shall also apply to a contractor in any contractor tier.

17. **Indemnification.** Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.

18. **Insurance.**

- (A) Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits

- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
- (4) Excess Umbrella Coverage - \$4,000,000 each occurrence

19. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party affected shall immediately provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) days from receipt of the notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate the Contract and the other party shall have no recourse.

20. **Default.**

- (A) If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than thirty (30) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specifications and Contractor Documents.
 - (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

21. **Termination.**

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

22. **Subcontracting or Assignment of Contract.** Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.
23. **Change Orders.**
- (A) If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
 - (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
 - (C) Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.
24. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.
25. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
26. **Applicable Laws.**
- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
 - (B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
 - (C) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.
27. **Miscellaneous.**
- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
 - (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
 - (C) These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
 - (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
28. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.

29. **Notice.** Any notice required or desired to be given under this Contract shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

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

Contractor: Niblock Excavating, Inc.
PO Box 211
Bristol, IN 46507
Email: cniblock@niblockexc.om

and

Niblock Excavating, Inc.
Attention: Chad Niblock, Registered Agent
906 Maple Street
Bristol, IN 46507

30. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

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

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

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

Niblock Excavating, Inc.

Gina M. Leichty, Mayor

Chad Niblock, President

Mary Nichols, Member

Date: _____

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

Date: _____

CONTRACTOR'S PROPOSAL

FOR

CITY OF GOSHEN, INDIANA

PROJECT: Stoury Avenue and Lincoln Avenue Reconstruction & Drainage Improvements

PROJECT NUMBER: JN 2019-0046

A Contractor responding to and submitting a bid to the City of Goshen for the above referenced public works project shall complete this proposal form in its entirety. A sealed proposal must be submitted in accordance with the instructions and all contractual terms and conditions that are included in the Specifications and Contract Documents. A proposal must be filed with the Goshen Board of Public Works and Safety by the date and time as indicated in the Notice to Bidders. All proposals received will be opened in public and read aloud by the Goshen Board of Public Works and Safety.

PART I – CONTRACTOR INFORMATION

Contractor Name: Niblock Excavating

Street Address: 906 Maple Street

City: Bristol State: IN Zip Code: 46507

Mailing Address (if different): PO Box 211

City: Bristol State: IN Zip Code: 46507

Contact Person: Chad Niblock Title: President

Telephone Number: (574) 848-4437

Fax Number: (574) 848-4575

Email Address: eniblock@niblockexc.com

PART 2 – PROPOSED CONTRACT PRICE

Contractor proposes to furnish all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with the Specifications and Contract Documents, including any incidentals, based on established unit prices for the work items listed on the last page(s) of this Contractor's Proposal form. The quantities for each work item stated on the proposal form are estimates only. The sum of the work items are as follows:

Base Bid: \$ 8,829,875.50

Contractor acknowledges that the evaluation of proposals shall be based on such sum(s) and further acknowledges that the quantities stated are estimates only and solely for the purpose of comparing proposals and determining the lowest bidder. (City shall verify Contractor's calculations.) Contractor further understands that compensation for all work required to complete the Project will be based on the unit prices for the work items and the actual number of units used in the Project.

PART 3 – ADDENDA

The Contractor will ascertain prior to submitting a proposal that Contractor has received all Addenda issued, and acknowledge the receipt of all Addenda.

The Contractor acknowledges receipt of the following Addenda for the Project:

Addenda Number ONE Dated March 25, 2024

Addenda Number TWO Dated March 27, 2024

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

 NONE. There were no Addenda issued for this Project.

PART 5 – BUSINESS CERTIFICATION

Contractor must complete this page to identify the form of business organization the Contractor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Contractor is operating as a (check one):

SOLE PROPRIETORSHIP

GENERAL PARTNERSHIP

LIMITED PARTNERSHIP

LIMITED LIABILITY PARTNERSHIP

LIMITED LIABILITY COMPANY

CORPORATION

The Contractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of Indiana and is currently registered with the Indiana Secretary of State.

The Business ID number for the Contractor is 197105-015

State of _____ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Contractor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

PART 6 – NEPOTISM DISCLOSURE

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

Contractor **IS NOT** a relative of a City of Goshen elected official.

Contractor **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please specify the relative(s) below:

Name of elected official: _____

Relationship to Contractor: _____

PART 7 – INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing Part 9, Contractor certifies the following:

Contractor **IS NOT** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

Contractor **IS** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

[Continued next page.]

PART 8 - OTHER REQUIRED SUBMITTALS

Contractor confirms that the following are attached to this Proposal:

- Indiana State Board of Accounts Form 96, including financial statement, a statement of experience, a proposed plan for performing the work, and the equipment the Contractor has available for the performance of the public work.

- Name of all subcontractor(s) (tier 2 contractor, tier 3 contractor or lower tier contractor as defined by Indiana Code § 5-16-13-4) to be used in the Project, and a description of part of the work to be performed, materials to be supplied, or service to be supplied.

- Proof a contractor in any contractor tier possesses any appropriate professional or trade licenses required by law for any trade or specialty area in which the Contractor is seeking a contract award, including plumbing license.

- (N/A) If the estimated cost of the Project is \$300,000 or more, but excluding a Project for the construction, improvement, alteration, repair or maintenance of a highway, street, road or alley, proof that a contractor in any contractor tier is qualified with the Indiana Public Works Certification Board. (A supplier [any person supplying materials, but no onsite labor to a contractor or subcontractor] is not required to be qualified under Indiana Code § 4-13.6-4-2.5.)

- If the estimated cost of the Project is \$300,000 or more, and the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, proof that a contractor in any contractor tier is qualified with the Indiana Department of Transportation.

- Written plan for an employee drug testing program to test a contractor's employees for drugs and that complies with the requirements of Indiana Code § 4-13-18 or seq, or the relevant parts of a collective bargaining agreement establishing such program. This requirement also applies to a contractor in any contractor tier.

- Proposed construction schedule.

- Bid security.

PART 9 - SIGNATURE

The undersigned certifies that Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation. Contractor agrees to fulfill the requirements of any awarded contract at the prices proposed based on the terms and conditions of all Specifications and Contract Documents, including all Addenda.

By submitting this proposal, the Contractor agrees that the City may hold the Contractor's Proposal for a period not-to-exceed sixty (60) days from the date of the proposal opening for the purpose of reviewing the proposals received prior to awarding the bid and contract.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor's authorized representative constitutes execution of each any every Part of this Proposal.

SIGNATURE MUST BE NOTARIZED

Contractor's Authorized Representative:

Signature: [Handwritten Signature] Title: President

Printed: Chad Niblock Date: March 28, 2024

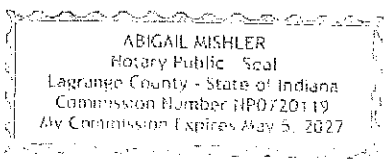
STATE OF Indiana)

) SS:

COUNTY OF Elkhart)

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Chad Niblock, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Contractor's Proposal are true and correct.

Witness my hand and Notarial Seal this 28th day of March, 2024.



abigailmishler
Printed Name: Abigail Mishler
County of Residence: LaGrange
My Commission Expires: May 5, 2027
Commission Number: NP0720119

CITY OF GOSHEN, INDIANA

PROJECT: Stearry Avenue and Lincoln Avenue Reconstruction & Drainage Improvements

PROJECT NUMBER: JN 2019-0046

WORK ITEMS

This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to **PART 2-PROPOSED CONTRACT PRICE**.

Contractor Name: Niblock Excavating

**Steury Avenue and Lincoln Avenue Reconstruction & Drainage Improvements
City Project No. 2019-0046**

Addendum No. 2

BASE BID

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Construction Notice Board	1	LS	1,200.00	1,200.00
2	Mobilization and Demobilization	1	LS	374,500.00	374,500.00
3	Maintenance of Traffic	1	LS	50,000.00	50,000.00
4	Construction Engineering	1	LS	50,000.00	50,000.00
5	Clearing Right of Way	1	LS	150,000.00	150,000.00
6A	Concrete Pavement, Remove	3,275	SYD	10.00	32,750.00
6B	Curb, Remove	90	LFT	10.00	900.00
6C	Booster Station, Remove	1	LS	17,500.00	17,500.00
7A	Common Excavation	16,080	CYD	37.50	603,000.00
7B	Structure Backfill, Type 1	11,740	CYD	60.00	704,400.00
7C	"B" Borrow (Undistributed)	3,000	CYD	60.00	180,000.00
7D	Compacted Aggregate, No. 2 (Undistributed)	3,000	CYD	115.00	345,000.00
7E	Embankment, Clay, Restoration	1	LS	20,500.00	20,500.00
7F	Site Grading	1	LS	80,000.00	80,000.00
8A	Silt Fence	415	LFT	2.50	1,037.50
8B	Temporary Inlet Protection	50	EA	75.00	3,750.00
8C	Temporary Erosion and Sediment Control	1	LS	20,500.00	20,500.00
9A	Milling, 2"	11,260	SYD	3.80	42,788.00
9B	Milling, Transition	90	SYD	5.00	450.00
10	Compacted Aggregate for Base, No. 53	7,430	TON	42.50	315,775.00
11	Compacted Aggregate for Approach, No. 73	170	TON	85.00	14,450.00
12A	HMA Surface, 9.5 mm, Type B	2,705	TON	125.00	338,125.00
12B	HMA Intermediate, 19.0 mm, Type B	1,995	TON	105.00	209,475.00
12C	HMA Base, 25.0 mm, Type B	7,460	TON	95.00	708,700.00
12D	HMA Wedging Allowance	200	TON	115.00	23,000.00
13	Asphalt for Tack Coat	26,630	SYD	0.30	7,989.00
14	Concrete Curb Ramp	95	SYD	225.00	21,375.00
15	Concrete Sidewalk, 4"	1,655	SYD	95.00	157,225.00
16A	Concrete Curb and Gutter	4,660	LFT	38.50	179,410.00
16B	Concrete Curb, 6"	700	LFT	35.00	24,500.00
16C	Concrete Center Curb	95	SYD	235.00	22,325.00

17A	PCCP for Approaches, 6"	1,635	SYD	87.50	143,062.50
17B	PCCP for Approaches, 9"	2,550	SYD	135.00	344,250.00
18A	Riprap, Revetment, INDOT Class I	175	SYD	115.00	20,125.00
18B	Geotextile	175	SYD	8.50	1,487.50
19A	Mulched Seeding	9,300	SYD	10.00	93,000.00
19B	Erosion Control Blankets	1,550	SYD	1.50	2,325.00
19C	Landscape Restoration	1	LS	6,500.00	6,500.00
20A	Landscape Stone	220	SYD	13.50	2,970.00
20B	Washed 'O' Stone	10	SYD	80.00	800.00
21	Fence, Chain Link, 72 IN.	310	LFT	75.00	23,250.00
22A	Storm Sewer Pipe, Circular, 6 IN.	225	LFT	48.50	10,912.50
22B	Storm Sewer Pipe, Circular, 12 IN.	2,193	LFT	60.50	132,676.50
22C	Storm Sewer Pipe, Circular, 15 IN.	141	LFT	75.00	10,575.00
22D	Storm Sewer Pipe, Circular, 18 IN.	165	LFT	85.00	14,025.00
22E	Storm Sewer Pipe, Circular, 24 IN.	842	LFT	105.00	88,410.00
22F	Storm Sewer Pipe, Circular, 30 IN.	900	LFT	155.00	139,500.00
22G	Storm Sewer Pipe, Circular, 36 IN.	237	LFT	195.00	46,215.00
23A	Sanitary Sewer, PVC SDR 26, Circular, 10 IN.	466	LFT	155.00	72,230.00
23B	Sanitary Sewer, PVC SDR 35, Circular, 10 IN.	1,395	LFT	125.00	174,375.00
23C	Sanitary Sewer Lateral, PVC SDR 35, Circular, 6 IN.	1,241	LFT	115.00	142,715.00
24	Underdrain, 6 IN.	6,165	LFT	25.00	154,125.00
25A	Standard Inlet, 30 IN.	12	EA	2,650.00	31,800.00
25B	Standard Inlet, 30 IN., Epoxy Coated	7	EA	4,750.00	33,250.00
25C	Standard Catch Basin, 48"	1	EA	4,500.00	4,500.00
25D	Standard Manhole, 48 IN.	16	EA	4,000.00	64,000.00
25E	Standard Manhole, 48 IN., Epoxy Coated	1	EA	6,500.00	6,500.00
25F	Standard Manhole, 60 IN.	9	EA	7,750.00	69,750.00
25G	Standard Manhole with Sump, 48 IN.	4	EA	5,000.00	20,000.00
25H	Standard Manhole with Sump, 60 IN.	2	EA	10,000.00	20,000.00
25I	Standard Manhole with Sump, 72 IN.	1	EA	12,500.00	12,500.00
25J	Downspout Connection to New Storm Sewer	1	EA	1,000.00	1,000.00
26A	Standard Sanitary Manhole, 48 IN.	8	EA	9,000.00	72,000.00
26B	Standard Sanitary Manhole, 48 IN., Epoxy Coated	1	EA	15,000.00	15,000.00
26C	Doghouse Sanitary Manhole, 48 IN.	2	EA	13,500.00	27,000.00
27A	Storm Water Treatment Unit 1	1	EA	60,000.00	60,000.00
27B	Storm Water Treatment Unit 2	1	EA	60,000.00	60,000.00
28A	Pipe End Section, 12 IN.	3	EA	1,250.00	3,750.00
28B	Pipe End Section, 15 IN.	2	EA	1,350.00	2,700.00
28C	Pipe End Section, 30 IN.	1	EA	2,850.00	2,850.00

28D	Pipe End Section, 36 IN.	1	EA	3,500.00	3,500.00
29A	Water Main, DI, 12 IN., Open Cut	2,880	LFT	125.00	360,000.00
29B	Water Main, HDPE, 16 IN., Directionally Bored	245	LFT	150.00	36,750.00
29C	Water Service, 1 IN.	1,195	LFT	55.00	65,725.00
29D	Water Service, 2 IN.	290	LFT	135.00	39,150.00
29E	Water Service, 4 IN.	15	LFT	235.00	3,525.00
29F	Water Service, 6 IN.	15	LFT	235.00	3,525.00
29G	Water Service, 8 IN.	105	LFT	235.00	24,675.00
29H	Water Service, 2 IN., Directionally Bored	130	LFT	55.00	7,150.00
29I	Connection to Residence Allowance	1	LS	\$150,000	\$150,000
30A	Water Main Reducer, 16 IN. x 12 IN.	1	EA	2,050.00	2,050.00
30B	Water Main Reducer, 12 IN. x 10 IN.	1	EA	1,150.00	1,150.00
30C	Water Main Reducer, 12 IN. x 6 IN.	1	EA	1,005.00	1,005.00
30D	Water Main Tee, 12 IN. x 12 IN.	1	EA	2,600.00	2,600.00
30E	Water Main Elbow, 22.5 Degree, 12 IN.	13	EA	1,300.00	16,900.00
30F	Water Main Elbow, 22.5 Degree, 16 IN.	1	EA	2,550.00	2,550.00
30G	Water Main Elbow, 45 Degree, 12 IN.	2	EA	1,560.00	3,120.00
30H	Water Main Cap, 8 IN.	3	EA	450.00	1,350.00
30I	Water Main Cap, 10 IN.	1	EA	525.00	525.00
30J	Water Main Cap, 12 IN.	1	EA	650.00	650.00
30K	Water Main Sleeve, 6 IN.	1	EA	750.00	750.00
30L	Water Main Sleeve, 10 IN.	1	EA	1,120.00	1,120.00
30M	Water Main Sleeve, 12 IN.	2	EA	1,390.00	2,780.00
30N	Water Main Fitting, MJ, Fused-On	2	EA	2,820.00	5,640.00
31A	Butterfly Valve, 8 IN.	2	EA	3,900.00	7,800.00
31B	Butterfly Valve, 12 IN.	12	EA	6,500.00	78,000.00
31C	Line Stop, 10 IN.	2	EA	11,500.00	23,000.00
31D	Check Valve, 12 IN.	1	EA	28,000.00	28,000.00
32A	Fire Hydrant Assembly, Remove	7	EA	665.00	4,655.00
32B	Fire Hydrant Assembly, Remove and Relocate	2	EA	3,250.00	6,500.00
32C	Fire Hydrant Assembly	7	EA	9,500.00	66,500.00
33A	Conduit, HDPE, 2 IN., Schedule 80	4,370	LFT	14.00	61,180.00
33B	Conduit, PVC, 4 IN., Schedule 80	145	LFT	22.50	3,262.50
33C	Handhole	9	EA	1,850.00	16,650.00
34	Valve, Adjust to Grade	26	EA	510.00	13,260.00
35A	Casting, Adjust to Grade	27	EA	1,660.00	44,820.00
35B	Structure, Manhole, Reconstructed	18	EA	5,000.00	90,000.00
36A	Line, Thermoplastic, Solid White, 4 IN.	650	LFT	1.25	812.50
36B	Line, Thermoplastic, Solid White, 4 IN., Grooved	6,210	LFT	1.90	11,799.00

36C	Line, Thermoplastic, Solid Yellow, 4 IN., Grooved	6,805	LFT	1.90	12,929.50
36D	Line, Thermoplastic, Broken Yellow, 4 IN., Grooved	900	LFT	1.90	1,710.00
36E	Line, Thermoplastic, Solid White, 6 IN.	525	LFT	3.85	2,021.25
36F	Line, Thermoplastic, Solid Yellow, 8 IN., Grooved	675	LFT	7.75	5,231.25
36G	Line, Thermoplastic, Solid Yellow, 12 IN.	90	LFT	12.95	1,165.50
36H	Line, Paint, Solid Blue, 6 IN.	540	LFT	5.15	2,781.00
36I	Line, Paint, Solid White, 6 IN.	785	LFT	3.85	3,022.25
36J	Line, Paint, Solid White, 4 IN.	395	LFT	2.55	1,007.25
36K	Transverse Line, Thermoplastic, White, 24 IN., Stop Bar	70	LFT	19.00	1,330.00
36L	Transverse Line, Thermoplastic, White, 24 IN., Crosshatch	460	LFT	19.00	8,740.00
36M	Pavement Message Marking, Thermoplastic, Lane	7	EA	250.00	1,750.00
36N	Pavement Message Marking, Thermoplastic, "ONLY"	4	EA	290.00	1,160.00
36O	Pavement Message Marking, Paint, Lane Indication Arrow	2	EA	190.00	380.00
36P	Pavement Message Marking, Paint, ADA Symbol	1	EA	320.00	320.00
37A	Sheet Sign, 0.080 IN.	168	SFT	32.50	5,460.00
37B	Sign Post, Reinforced Anchor Base	260	LFT	45.50	11,830.00
38	Construction Allowance	1	LS	\$700,000	\$700,000
39A	Street Tree, 2 IN. Caliper	43	EA	725.00	31,175.00
39B	Street Tree, 2 1/2 IN. Caliper	16	EA	725.00	11,600.00
23D	Sanitary Sewer, PVC SDR 26, Circular, 18 IN.	14	LFT	220.00	3,080.00
TOTAL AMOUNT OF BASE BID				\$8,829,875.50	

ALTERNATE NO. 1 – GDC SEMI-TRAILER PARKING LOT

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
7A	Common Excavation	2,335	CYD	37.50	87,562.50
10	Compacted Aggregate for Base, No. 53	450	TON	45.00	20,250.00
17B	PCCP for Approaches, 9"	1,240	SYD	120.00	148,800.00
19A	Mulched Seeding	980	SYD	10.00	9,800.00
19B	Erosion Control Blankets	980	LFT	1.50	1,470.00
TOTAL AMOUNT OF ALTERNATE NO. 1:				\$267,882.50	

TOTAL AMOUNT OF BASE BID + ALTERNATE NO. 1:				\$9,097,758.00	
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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Niblock Excavating Inc.
PO Box 211
Bristol, IN 46507

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Goshen
202 South Fifth Street
Goshen, IN 46528

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Steury Ave. & Lincoln Ave. Reconstruction & Drainage Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of March, 2024.

(If Witness) Abigail Mishler


(If Witness)

Niblock Excavating Inc.

(Principal)

(Seal)

By: 
(Title) Chad Niblock, President

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: 
(Title) Lori King-Clyde, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207304-013183

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dan Cusenza, Janice Stickle, Jocelyn Petersen, Lori King-Clyde, Malissa DeVonner

all of the city of Kentwood state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of February, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of March, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



March 19th, 2020

Employee Drug Testing Policy

It is the policy of Niblock Excavating, Inc. to maintain a drug-free workplace and conduct testing required by Indiana law (IC 4-13-18) to discourage the use of prohibited substances by our employees. The revised drug testing policy consists of the following steps:

- (1) All field employees will be subject to random drug testing at least one (1) time each year.
- (2) This policy imposes disciplinary measures on an employee who fails a drug test which includes at a minimum all of the following:
 - (A) The employee is subject to suspension or immediate termination
 - (B) The employee is not eligible for reinstatement until the employee tests negative on a five-(5) panel test certified by a medical review officer
 - (C) The employee is subject to unscheduled sporadic testing for at least one (1) year after reinstatement; and
 - (D) The employee successfully completes a rehabilitation program recommended by a substance abuse professional if the employee fails more than one (1) drug test.
- (3) A master employee list will be kept by the certified drug testing facility. This list will be used for the drug testing "pool". The certified facility is responsible for the selection of subjects for the random testing.
- (4) At least two percent (2%) of the subject employees will be randomly selected for testing each month.
- (5) Once an employee has been notified of his/her selection for testing, they will be taken or directed to the certified facility to provide a specimen.
- (6) Specimens will be tested for amphetamines, cocaine, opiates (2000ng/ml), PCP, and THC.
- (7) All test results will be reviewed by a Medical Review Officer (MRO) from the certified lab. The MRO shall be a licensed doctor of medicine or osteopathy.
- (8) The concentration thresholds established under 49 CFR Part 40.87 will determine whether a drug test is positive or negative.
- (9) If the MRO notifies Niblock Excavating, Inc. that an employee has tested positive, the following disciplinary progression will be followed, unless Niblock Excavating, Inc. determines that it is in the company's best interest to terminate the employee:
 - (A) After the first positive test, an employee must be:
 - (i) Suspended from work for thirty (30) days.
 - (ii) Directed to a program of treatment or rehabilitation; and
 - (iii) Subject to unannounced drug testing for one (1) year.
- (10) All subcontractors for work to be performed on state public works contracts will include a provision requiring the subcontractor to have a drug testing policy that complies with IC 4-13-18 and to provide information regarding implementation of its drug testing program upon request of the owner agency.
- (11) Onsite Testing may be requested by the employer upon their discretion.



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Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

September 25, 2023

TO

NIBLOCK EXCAVATING, INC.

BRISTOL, IN

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid September 22, 2023 Thru July 31, 2024

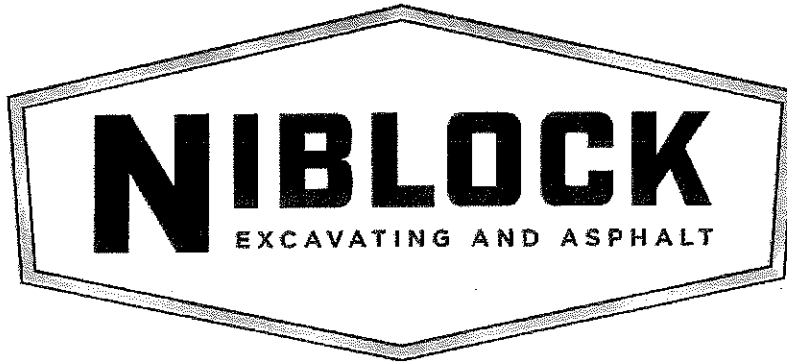
Aggregate Bidding Capacity:	173,017,000.00
0112 TRENCHLESS PIPE INSTALLATION.....	\$50,000,000.00
B(A) ASPHALT PAVEMENT: W/INDOT CERTIFIED HMA PLANT.....	\$90,000,000.00
C(A) HEAVY GRADING.....	\$90,000,000.00
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS.....	\$50,000,000.00
E(F) SURFACE MASONRY AND MISCELLANEOUS CONCRETE.....	\$50,000,000.00
E(H) DEEP SEWER AND/OR EXCAVATION.....	\$50,000,000.00

Crystal M Weaver

PREQUALIFICATION ENGINEER

Neil Smith

COMMISSIONER



**City of Goshen
Steury Ave. & Lincoln Ave. Reconstruction and Drainage Improvements
March 28, 2024**

List of Proposed Subcontractors:

Hoosier Land Services
20081 Dice Street, South Bend IN

DeWind DeWatering
9150 96th Avenue, Zeeland MI

Bojrab Landscape Management
429 E Dupont Rd, Fort Wayne IN

C E Hughes
3113 Holmans Lane, Jeffersonville IN

Airmarking Company
1544 N SR 25, Rochester IN

Conco Spray Solutions
Indianapolis, IN

List of Proposed Suppliers:

Etna Supply Company
1212 S Walnut Street, South Bend IN

Ferguson Waterworks
1077 Oliver plow Court, South Bend IN

Core & Main
731 W Ireland Road, South Bend IN



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): March 28, 2024

1. Governmental Unit (Owner): City of Goshen
2. County: Elkhart
3. Bidder (Firm): Niblock Excavating
Address: 906 Maple Street
City/State/ZIPcode: Bristol, IN 46507
4. Telephone Number: (574) 848-4437
5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Steury Ave. & Lincoln Ave. Reconstruction & Drainage Improvements (Governmental Unit) in accordance with plans and specifications prepared by _____

Chad A. Knip & Dustin K. Sailor and dated March 2024 for the sum of

See attached bid for itemized detail \$ see attached bid for itemized detail

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II
(For projects of \$150,000 or more -- IC 36-1-12-4)

Governmental Unit: City of Goshen

Bidder (Firm) Niblock Excavating

Date (month, day, year): March 28, 2024

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
1,587,977.50	Waterline Construction	2023	City of Elkhart, Elkhart IN
1,407,723.50	Road Reconstruction	2023	City of Goshen, Goshen IN
1,307,605.00	Road Reconstruction	2023	Elkhart County Highway Dept., Elkhart IN
1,470,000.00	Road Construction	2023	City of Elkhart, Elkhart IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
4,165,762.30	Road Reconstruction	2024	City of Goshen, Goshen IN
5,889,243.50	Sewer	2024	LaGrange County RSD, Howe IN
15,092,230.31	Sewer	2024	Tippecanoe RSD, Warsaw IN
12,318,319.26	Earthwork, Storm, Asphalt	2024	City of Goshen, Goshen IN

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

NuWay Construction	Andy Nesbitt
Majority Builders	Rick Slagle
Wagner Construction	Mark Elliott
DJ Construction	Pat Gross

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

We agree to use our efforts to complete the project in an expeditious and economical manner.

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Slusser's Green Thumb - Loganaport IN - Landscaping	State Barricading - South Bend IN - Traffic Control
Premium Concrete - Elkhart IN - Concrete	National Striping - Lakeville IN - Asphalt Markings
J. L. Milling - Schoolcraft MI - Milling	DeWind Dewatering - Zeeland MI - Dewatering
Michiana Contracting - Plymouth IN - Signalization	

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

TO BE DETERMINED AT A LATER DATE

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

All equipment necessary to complete the project in a safe, timely, and professional manner.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Bristol this 28th day of March, 2024

Niblock Excavating
(Name of Organization)

By *[Signature]*
Chad Niblock, President
(Title of Person Signing)

ACKNOWLEDGEMENT

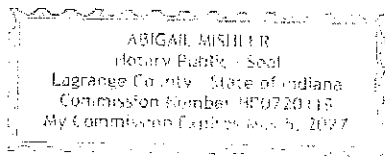
STATE OF Indiana)
) ss
COUNTY OF Elkhart)

Before me, a Notary Public, personally appeared the above-named Chad Niblock and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 28th day of March, 2024

Abigail Mishler
Notary Public

My Commission Expires: May 5, 2027
County of Residence: LaGrange



BID OF

Niblock Excavating
(Contractor)

906 Maple Street
(Address)

Bristol, IN 46507

FOR

PUBLIC WORKS PROJECTS

OF

City of Goshen

Steury Ave. & Lincoln Ave. Reconstruction
and Drainage Improvements

Filed March 28, 2024

Action taken _____

NIBLOCK EXCAVATING, INC. AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
March 31, 2023 and 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
Current Assets		
Cash and cash equivalents (Note 2)	\$ 8,276,548	\$ 3,943,557
Contracts receivable, net (Note 3)	2,376,475	1,750,835
Contract assets (Note 4)	1,179,354	931,992
Other current Assets	2,568,836	2,420,966
Total Current Assets	<u>14,401,213</u>	<u>9,047,350</u>
Property and Equipment, net (Note 5)	<u>12,566,404</u>	<u>10,258,507</u>
Other Assets		
Goodwill, net (Note 1)	883,383	1,030,614
Related party receivable (Note 15)	1,089,538	812,808
Other assets (Note 6 and 7)	312,359	504,236
Right-of-use asset - operating lease, net (Note 12)	2,552,129	-
Total Other Assets	<u>4,837,409</u>	<u>2,347,658</u>
Total Assets	<u>\$ 31,805,026</u>	<u>\$ 21,653,515</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities		
Current maturities of long-term debt (Note 9)	\$ -	\$ 253,337
Current maturities of operating lease obligations (Note 12)	220,901	-
Accounts and subcontractors payable	1,961,411	1,168,535
Contract liabilities (Note 4)	2,650,721	2,286,993
Accrued expenses	257,048	245,229
Total Current Liabilities	<u>5,090,081</u>	<u>3,954,094</u>
Long-term Liabilities, less current maturities		
Long-term debt (Note 9)	-	693,842
Non-current portion of operating lease obligations (Note 12)	2,331,228	-
Total Long-term Liabilities	<u>2,331,228</u>	<u>693,842</u>
Total Liabilities	7,421,309	4,647,936
Commitments and Contingencies (Note 14 and 19)		
Shareholders' Equity (Note 10)	<u>24,383,717</u>	<u>17,005,579</u>
Total Liabilities and Shareholders' Equity	<u>\$ 31,805,026</u>	<u>\$ 21,653,515</u>

See accompanying notes.

NIBLOCK EXCAVATING, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF OPERATIONS
For the Years Ended March 31, 2023 and 2022

	<u>2023</u>	<u>%</u>	<u>2022</u>	<u>%</u>
Contract Revenue	\$ 57,296,671	100.0	\$ 43,412,374	100.0
Cost of Contract Revenue	<u>39,026,752</u>	<u>68.1</u>	<u>33,071,894</u>	<u>76.2</u>
Gross Profit	18,269,919	31.9	10,340,480	23.8
General and Administrative Expenses	<u>3,226,004</u>	<u>5.7</u>	<u>3,163,317</u>	<u>7.4</u>
Income from Operations	<u>15,043,915</u>	<u>26.2</u>	<u>7,177,163</u>	<u>16.4</u>
Other Income (Expense)				
Interest expense	(12,690)	-	(57,367)	(0.1)
Other income	<u>455,454</u>	<u>0.8</u>	<u>248,046</u>	<u>0.6</u>
Total Other Income (Expense)	<u>442,764</u>	<u>0.8</u>	<u>190,679</u>	<u>0.5</u>
Net Income	<u>\$ 15,486,679</u>	<u>27.0</u>	<u>\$ 7,367,842</u>	<u>16.9</u>

See accompanying notes.



City of Goshen
Steury Avenue and Lincoln Avenue Reconstruction & Drainage Improvements
Project No. 2019-0046
Construction Schedule

3.1.1 Mobilization	2 Days Per Phase
3.1.2 Traffic Control	2 Days Per Phase
3.1.3 Erosion Control	1 Day Per Phase
3.1.4 Removals and Clearing of Right of Way	1 Week Per Phase
3.1.5 Utility Installation	Varies Per Phase
3.1.6 Grading	Varies Per Phase
3.1.7 Paving	Varies Per Phase
3.1.8 Landscape Restoration	Varies Per Phase
3.1.9 Removal of Erosion Control Materials	2 Days Per Phase
3.1.10 Demobilization	1 Week Per Phase

**** All work to be completed by the stated completion date.**

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, DIEGO MORALES, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

NIBLOCK EXCAVATING INC

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on May 03, 1971, and was in existence or authorized to transact business in the State of Indiana on March 21, 2024.

I further certify this Domestic For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, March 21, 2024

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

197105-015 / 20243678795

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

Expires on April 20, 2024.



**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

RE: **RELIANCE ROAD & PEDDLERS ROAD / COUNTY COURT
CONSOLIDATION ROADWAY IMPROVEMENTS
(JN: 2021-0014)**

DATE: April 11, 2024

In the first phase of this project, NIPSCO will be performing work to relocate their utilities (gas & electric) to the new locations throughout the corridor of the project. NIPSCO's work will require **lane restrictions** as needed at each location. The limits of the project are Reliance Road from U.S. 33 to Peddlers Village Road, and on Peddlers Village Road from C.R. 17 to Reliance Road. This work will start Thursday April 11, and go through Friday, May 3. NIPSCO will maintain access to residents, businesses, and the fire station.

Requested motion: Move to approve the lane restrictions on Reliance Road and Peddlers Village Road for utility relocation from April 11 thru May 3, 2024.

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

Gina Leichty, Mayor

Orv Myers, Member

Mary Nichols, Member

Michael Landis, Member

Barb Swartley, Member



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works & Safety and Stormwater Board

FROM: Engineering Department

RE: **SUPPLEMENTAL APPROVAL & ACCEPTANCE OF STORM INFRASTRUCTURE CROSSING SUBDIVISION PHASE I (JN: 2006-2057)**

DATE: April 11, 2024

On November 29, 2010, the BOW approved and accepted the completion of the installation of infrastructure (water main, sanitary sewer, curb and asphalt) for the above listed subdivision. The three-year maintenance bond for the water main, sanitary sewer, curb, and asphalt expired on November 23, 2013, and was not renewed. However, the storm sewer infrastructure was excluded from approval and acceptance due to the development's stormwater retention/detention system needing to be re-designed, reviewed, and constructed.

Since 2010, the original developer, GRC Investments, LLC, went bankrupt and was unable to participate in addressing the outstanding stormwater issues. Thus, in 2020, the City undertook the redesign of the existing drainage infrastructure and in 2022, undertook the reconstruction of the stormwater drainage system for The Crossing Subdivision (JN: 2020-0033). This project corrected the outstanding storm sewer infrastructure issues and will allow the development of subsequent phases by the Barak Group, LLC to move forward.

Requested Motion: Approve the supplemental approval and acceptance of the stormwater infrastructure for Phase I of The Crossing Subdivision.

Attachments: Infrastructure Costs Breakdown and Letter of Dedication

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

CC: Water Department, Utilities Department, Planning Department

INFRASTRUCTURE DETAILS

PROJECT NAME
 LOCATION
 IN LIEU OF ANNEXATION AGREEMENT # A-0205

Crossing Subdivision Phase I
 South of SR 119, East off of CR 19
 DATE 9/13/2007 Instrument # 2007-25705

PROJECT # 2006-2055
 DRAWING # X-2236
 DATE ACCEPTED 11/29/2010

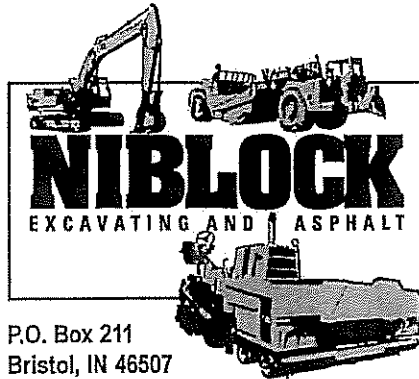
INFRASTRUCTURE	QUANTITY	# OF HYDRANTS OR STRUCTURES	CONTRACTOR OR BONDING PARTY	BOND EXP DATE	CONSTRUCTION COST	10% MAINTENANCE BOND
Water Main	1604 LFT - 12" 1338 LFT - 8"	7 Fire Hydrants	Niblock Exc. & Asphalt	11/23/2013	\$125,420.70	\$12,542.07
Sanitary Sewer	1046 LFT - 12" 1122 LFT - 8"	9 Manholes			\$88,182.78	\$8,818.28
Storm Sewer	518 LFT - 18" 194 LFT - 15" 571 LFT - 12"	12 Catch Basins			\$42,275.60	\$4,227.56
Street Curbing	1306 LFT 2612 LFT				\$16,406.25 \$134,541.67	\$1,640.63 \$13,454.17
Total Const. Cost					\$406,827.00	\$40,682.70

STREET DETAILS

Segment No	Start	End	Surface Type	Width	Length	Classification	CURBS		SIDEWALKS		Year Constructed	Right-of-Way width (ft)	Antique Street Lights
							1 or 2 sides	None	1 or 2 sides	None			
1	CR 19, Headed East	End of pavement (Ph II)	Asph	24	770	Local	2	None	2	None	2008	50	

SANDHILLS POINT													
Segment No	Start	End	Surface Type	Width	Length	Classification	CURBS		SIDEWALKS		Year Constructed	Right-of-Way width (ft)	Antique Street Lights
							1 or 2 sides	None	1 or 2 sides	None			
1	Lighthouse Lane	North Cul-de-sac	Asph	24	298	Local	2	None	2	None	2008	50	

STURGEON POINT													
Segment No	Start	End	Surface Type	Width	Length	Classification	CURBS		SIDEWALKS		Year Constructed	Right-of-Way width (ft)	Antique Street Lights
							1 or 2 sides	None	1 or 2 sides	None			
1	Lighthouse Lane	North Cul-de-sac	Asph	24	238	Local	2	None	2	None	2008	50	



P.O. Box 211
Bristol, IN 46507
(574) 848-4437
Fax (574) 848-4575

November 23, 2010

City of Goshen
204 E Jefferson Street, Ste 1
Goshen Indiana 46528

Re: The Crossings

Attn: Richard Barnum

Mr Barnum

This letter is to be the official letter of dedication for the above project now completed and ready for acceptance. The following are the cost breakdowns for your records:

Water	\$125420.70
Sanitary	\$ 88182.78
Storm	\$ 42275.60
Curb	\$ 16406.25
Asphalt	<u>\$134541.67</u>
Total Project	\$406827.00

Should you required further information please contact this office.

Respectfully submitted

Niblock Excavating Inc.

Gary Niblock
President



Stormwater Department

CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE T & T AUTOMOTIVE SERVICE PROJECT AT 1795 RELIANCE ROAD (JN: 2022-2033)**

DATE: April 11, 2024

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the T&T Automotive Service project located at 1795 Reliance Road. The building has passed its final building inspection and the project is substantially complete except for:

- Replacing two of the four deciduous shade trees with species other than maple.
- Installing a fence as required by Board of Zoning Appeals.
- Matter involving the shed required by Board of Zoning Appeals to be removed from the property shall be resolved.
- Installation of erosion control blanket in the southern swale between parking area and tree line.
- Placement of topcoat for driveway and parking areas for the property.
- Asphalt striping per the approved site plan dated 10/26/2023.
- Installation of a hard surface driveway entrance for the site.

These final requirements cannot be completed at this time due to weather conditions and a delay in roadwork that was to take place last year.

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner T&T Real Property agrees to complete landscaping, addressing the shed, replacing two deciduous trees, and installing the erosion control blanket by June 15, 2024.

The property owner T&T Real Property agrees to complete placement of the topcoat for driveway and parking area, asphalt striping, and installation of a hard surface driveway by October 31, 2024.

Requested Motion: Approve and authorize the Board to execute the Agreement with T&T Real Property for the completion of the T&T Automotive project at 1795 Reliance Road.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on April 11, 2024, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: T & T Real Property

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: T & T Auto Service at 1795 Reliance Road, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

- certain exterior work that cannot be completed due to weather conditions.
- the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2024, unless an earlier date is specified below:

- Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include: replacing two of the four deciduous shade trees with species other than maple
- Install the following certain parts or equipment at the Site: fence as required by Board of Zoning Appeals
- Matter involving the shed required by Board of Zoning Appeals to be removed from the property shall be resolved
- Other: Install erosion control blankets in the southern swale between parking lot and tree line.

2. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2024, unless an earlier date is specified below:

- Place asphalt topcoat for driveway and parking areas for the property.
- Complete asphalt striping per the approved site plan dated 10/26/2023 and included in Exhibit A.
- Instillation of a hard surface driveway entrance for the Site.

3. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

Permittee agrees to provide Goshen a surety in the amount of _____ Dollars (\$ _____) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

4. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

5. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

6. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to

Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

7. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
8. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
9. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.
10. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, IN 46528

Address for Permittee:

Property Owner: T&T Real Property
 1803 Reliance Road
 Goshen, IN 46528

Company: T&T Automotive
 1795 Reliance Road
 Goshen, IN 46528

11. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations, or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

12. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

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

15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

16. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

17. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: _____

Printed: _____

Title: _____

Date: _____

Goshen:

Gina Leichty, Mayor

Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

Michael Landis, Board of Works and Safety

Date: _____

Mary Nichols, Board of Works and Safety

Date: _____

Orv Myers, Board of Works and Safety

Date: _____

Barb Swartley, Board of Works and Safety

Date: _____



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
T & T AUTO SERVICES (JN: 2022-2033)**

DATE: April 11, 2024

The developer of the T & T Auto Services project, affecting one (1) or more acres of land and located at 1795 Reliance Road, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for T & T Auto Services as it has been found to meet the requirements of City Ordinance 4329.



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

RE: **POST-CONSTRUCTION PLAN APPROVAL
KROPF BUILDING ADDITION FOR STORAGE (JN: 2022-2044)**

DATE: April 11, 2024

The developer of the Kropf Building Addition for Storage (also known as Kropf Family Real Estate LLC) project, affecting one (1) or more acres of land and located at 2411 E Kercher Road, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Kropf Building Addition for Storage, as it has been found to meet the requirements of City Ordinance 4329.



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

April 8, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 205/207 Middlebury Street, Goshen, Indiana

An unsafe building review hearing is scheduled for the property located at 205/207 Middlebury Street, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner and the Certificate of Service establishing service of the Order and scheduled hearing.

The Board of Works needs to conduct the hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. After receiving the evidence, the Board must determine if it will affirm, rescind, or modify the Order of the Building Commissioner, both as to the finding of code violations that make the building unsafe, and as to the required action to take.

The Board should make two (2) motions during its hearing, if it wishes to affirm the Order of the Building Commissioner requiring demolition. First, the Board should move to adopt the findings in the Building Commissioner's Order as the Board's findings as to the condition of the building at the real estate and the appropriateness of demolition. Second, the Board should move, based on those findings, to affirm the Building Commissioner's Order and order demolition.

A form of the Record of Action and Continuous Enforcement Order that the Board will issue following the hearing is also attached, and may be used as a guide in conducting the hearing. The form enclosed also provides options should the Board desire to modify the Building Commissioner's Order.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

April 11, 2024

To: Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code
Property located at: 205/207 Middlebury Street, Goshen, Indiana
Property Tax Code: 20-11-09-227-013.000-015
Property Legal Description: see Attached Exhibit A
Property owner(s) of record: Ronald Davidhizar
Substantial property of interest of record: None

Section 1. Background

The Order of the City of Goshen Building Commissioner dated March 7, 2024 (hereinafter “Order”) concerning the real estate located at 205/207 Middlebury Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the “Real Estate”) came before the Hearing Authority on April 11, 2024, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said Order requiring:

Demolition of the unsafe buildings (residential structure and garage) 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 April 30, 2024.

The following specific violations of Goshen City Code and conditions at the Real Estate were identified in the Order:

1. The foundation of the structure has not been kept in good repair and has deteriorated to make the structure likely to partially or completely collapse, a violation of Section 6.3.1.1(b) and (r). Multiple areas around the foundation have significant cracks and holes that compromise the structural integrity of the foundation. Cinder blocks in

- block walls have been removed or have collapsed. There are multiple gaps in the foundation that permit small animals or rodents to enter the structure.
2. The ceilings inside the structure have not been kept in good repair, are collapsing or in danger of collapsing, a violation of Sections 6.3.1.1(b), (p), and (r). Multiple ceilings inside the structure have collapsed. Multiple areas throughout the structure have walls and ceilings that have detached from each other, a sign of disrepair and structural failure.
 3. The floors inside the structure have not been kept in good repair, are collapsing or in danger of collapsing or failing, a violation of Section 6.3.1.1(b), (p), and (r). Multiple floors throughout the structure have partially collapsed or are in danger of collapse due to dilapidation. Floor coverings are torn throughout the structure. Multiple areas throughout the structure have floors and walls that have detached from each other, a sign of disrepair and structural failure.
 4. The walls inside the structure have not been kept in good repair, a violation of Section 6.3.1.1(b). There are multiple areas in the structure where the walls have detached from the ceilings and/or floors, indicating structural failure and deterioration.
 5. The windows and doors of the structure have not been kept in good repair, a violation of Section 6.3.1.1(d). There are multiple broken windows and doors at the structure.
 6. There is no operable plumbing system at the structure, a violation of Section 6.3.1.1(a). All plumbing fixtures have not been maintained and are not properly connected.
 7. There is no working electrical system at the structure, a violation of Section 6.3.1.1(a). The electrical system does not work and there are loose, hanging, and exposed electrical wires throughout the structure.
 8. There is no operable heating system at the structure, a violation of Section 6.3.1.1(a). The furnace does not work. The gas line is rusted out and cut. There is no duct system installed. There is no working water heater.
 9. The structure is vacant and not secured, a violation of Section 6.3.1.1(ff). The property is easily accessible to people and animals. The structure is not maintained in a manner that would permit human habitation, occupancy, or use as it is full of trash, debris, and animal feces.

The accessory building/garage is in violation as follows:

10. The garage roof has a large hole permitting weather and animals to enter the garage causing water damage, a violation of Section 6.3.1.1(c) and (r). The garage is full of squirrels and other small animals. The garage is full of animal feces, trash, and debris.
11. The garage foundation has not been kept in good repair, a violation of Section 6.3.1.1(b) and (r). Multiple areas around the garage where bricks in the walls are crumbling and showing signs of decay. There are areas where there is no mortar between the bricks or it has crumbled due to dilapidation.

Section 2. Findings

A hearing was held where evidence was presented and arguments heard. The Board of Public Works and Safety, as the City of Goshen’s Unsafe Building Hearing Authority, being duly advised in the premises, now makes the following findings and determinations:

A. Service of Process

- Proper notice of the Order, and this hearing, was given to all persons with a substantial property interest in the Real Estate. Notice was sent Certified Mail, return receipt requested, and regular mail, and proof of service is established by the Certificate of Issuance of Building Commissioner Order, provided to the Hearing Authority.

B. Code Violations

- The Hearing Authority finds the evidence presented supports the facts contained in the Order of the City of Goshen Building Commissioner, dated March 7, 2024, as to the condition of the structures (residential structure and garage) at the Real Estate and the corresponding violations of Goshen City Code, and therefore adopts the same as its findings herein.
- The Hearing Authority finds the evidence presented partially supports the facts contained in the Order of the City of Goshen Building Commissioner, dated March 7, 2024, as to the condition of the structures (residential structure and garage) at the Real Estate and the corresponding violations of Goshen City Code, and therefore adopts the same as its findings herein, with the following modifications and/or revisions.

- The Hearing Authority finds the evidence presented does not support the facts contained in the Order of the City of Goshen Building Commissioner, dated March 7, 2024, and therefore makes the following factual findings concerning the condition of the structures (residential structure and garage) at the Real Estate:

C. Unsafe Building

- These conditions render the residential structure and the garage at the Real Estate unsafe buildings as the structures are:
1. In an impaired structural condition that makes it unsafe to person or property;
 2. A fire hazard;
 3. A hazard to public health;
 4. A public nuisance;
 5. Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
 6. Vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance.
- These conditions do not render the residential structure and the garage at the Real Estate unsafe buildings.

D. Remedial Action.

In addition, the general condition of the unsafe buildings at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

1. Warrant demolition of the unsafe buildings. In its present condition, the unsafe building at the Real Estate is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, property, and safety of the public is threatened.
2. Cannot be repaired cost effectively and/or the property owner(s) of record and/or substantial property interest(s) of record have failed to demonstrate a willingness or intention to repair the unsafe buildings, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
3. Can be repaired cost effectively and the property owner(s) or record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe buildings, therefore the option of repair may effectively correct the conditions considered to be a danger to the public.

Section 3. Hearing Authority Order.

A. Action on Building Commissioner Order

Based on these findings, the Hearing Authority now ORDERS that the Order is

- Affirmed.
- Rescinded
- Modified as follows:
 - The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired, finds it appropriate to permit the opportunity for repairs to the Unsafe Buildings at the Real Estate, and therefore ORDERS the property owner, Ronald Davidhizar, ____ days to complete repairs necessary to address all violations listed in the Order.
 - The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired, directs the City of Goshen Legal Department to pursue civil action against the property owner pursuant to I.C. § 36-7-9-17 to seek appropriate remedies, specifically including civil penalties (I.C. § 36-7-9-19), the appointment of a receiver (I.C. § 36-7-9-20), and/or court order for performance of repair work (I.C. § 36-7-9-21).
 - The Hearing Authority further ORDERS that there will be a hearing to determine compliance with this Continuous Enforcement Order held before the Goshen Board of Public Works and Safety on **Thursday**, _____.

B. Civil Penalty

The City of Goshen Board of Public Works and Safety further ORDERS:

- The Hearing Authority also finds that there has been a willful failure to comply with the Order, based on the following facts:

and therefore now orders a civil penalty against the property owner, Ronald E. Davidhizar, in the amount of: _____.

- The payment of said civil penalty is due in full on or before _____;
- The effective date of said civil penalty is postponed until _____, to allow all work necessary to comply with the Order to be completed;
- No findings or order for civil penalty.

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

I.C. § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the Building and/or the Real Estate affected by this Continuous Enforcement Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the Building and/or the Real Estate, you must supply City of Goshen Building Commissioner Myron Grise with the full name, address, and telephone number of the other person taking a substantial property interest in the Building and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise’s office is located at 204 East Jefferson Street, Suite 5, Goshen, Indiana 46528, or you may contact him at 574-534-1811. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety is issued on April 11, 2024.

City of Goshen Board of Public Work and Safety

By: _____
 Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on April 11, 2024.

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

 Notary Public

EXHIBIT A

Beginning at the northeast corner of Fifth and Middlebury Streets in the City of Goshen; thence north on the east line of North Fifth Street 201 ½ feet; thence south 89 degrees 17 minutes east 112 ¼ feet; thence south 16 degrees 15 minutes east, 136 feet to an iron stake on the north line of Middlebury Street; thence south 63 degrees 14 minutes west on the north line of Middlebury Street, 165.2 feet to the place of beginning, EXCEPTING therefrom as follows: Beginning at a point 119 ½ feet north of the northeast corner of Middlebury and North Fifth Streets, aforesaid; thence angle right 83 degrees and 27 minutes 46 feet to an iron stake; thence angle right 106 degrees and 20 minutes (South 9 degrees 47 minutes West) 23 ½ feet to an iron stake; thence angle left 28 degrees and 33 minutes (South 19 degrees 26 minutes East) 72.8 feet to the north line of Middlebury Street; thence South 63 degrees and 14 minutes west on the north line of said Middlebury Street, 83.7 feet to the northeast corner of North Fifth and Middlebury Streets; thence north on the east line of North Fifth Street to the place of beginning, all in Section 9, Township 36 North, Range 6 East.

ALSO

Lot Numbered Three Hundred Twenty-five (325) in Mercer's Addition to the City of Goshen, Indiana, EXCEPTING Fifty (50) feet off the East end of said lot.

Certificate of Service

The undersigned hereby certifies that the foregoing Record of Action and Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated April 11, 2024, for the premises at 205/207 Middlebury Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on April _____, 2024:

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

March 7, 2024

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-227-013.000-015; commonly known as 205/207 Middlebury Street, Goshen, Indiana, and more particularly described as follows:

Beginning at the northeast corner of Fifth and Middlebury Streets in the City of Goshen; thence north on the east line of North Fifth Street 201 ½ feet; thence south 89 degrees 17 minutes east 112 ¼ feet; thence south 16 degrees 15 minutes east, 136 feet to an iron stake on the north line of Middlebury Street; thence south 63 degrees 14 minutes west on the north line of Middlebury Street, 165.2 feet to the place of beginning, EXCEPTING therefrom as follows: Beginning at a point 119 ½ feet north of the northeast corner of Middlebury and North Fifth Streets, aforesaid; thence angle right 83 degrees and 27 minutes 46 feet to an iron stake; thence angle right 106 degrees and 20 minutes (South 9 degrees 47 minutes West) 23 ½ feet to an iron stake; thence angle left 28 degrees and 33 minutes (South 19 degrees 26 minutes East) 72.8 feet to the north line of Middlebury Street; thence South 63 degrees and 14 minutes west on the north line of said Middlebury Street, 83.7 feet to the northeast corner of North Fifth and Middlebury Streets; thence north on the east line of North Fifth Street to the place of beginning, all in Section 9, Township 36 North, Range 6 East.

ALSO,

Lot Numbered Three Hundred Twenty-five (325) in Mercer's Addition to the City of Goshen, Indiana, EXCEPTING Fifty (50) feet off the East end of said lot.

Section 2.

The property identified in Section 1 consists of a vacant residential structure and accessory building/garage, both of which are in violation of Goshen City Code. The vacant residential structure is in violation as follows:

1. The foundation of the structure has not been kept in good repair and has deteriorated to make the structure likely to partially or completely collapse, a violation of Section 6.3.1.1(b) and (r). Multiple areas around the foundation have significant cracks and holes that compromise the structure integrity of the foundation. Cinder blocks in block walls have been removed or have collapsed. There are multiple gaps in the foundation that permit small animals or rodents to enter the structure.
2. The ceilings inside the structure have not been kept in good repair, are collapsing or in danger of collapsing, a violation of Sections 6.3.1.1(b), (p), and (r). Multiple ceilings inside the structure have collapsed. Multiple areas throughout the structure have walls and ceilings that have detached from each other, a sign of disrepair and structural failure.
3. The floors inside the structure have not been kept in good repair, are collapsing or in danger of collapsing or failing, a violation of Section 6.3.1.1(b), (p), and (r). Multiple floors throughout the structure have partially collapsed or are in danger of collapse due to dilapidation. Floor coverings are torn throughout the structure. Multiple areas throughout the structure have floors and walls that have detached from each other, a sign of disrepair and structural failure.
4. The walls inside the structure have not been kept in good repair, a violation of Section 6.3.1.1(b). There are multiple areas in the structure where the walls have detached from the ceilings and/or floors, indicating structural failure and deterioration.
5. The windows and doors of the structure have not been kept in good repair, a violation of Section 6.3.1.1(d). There are multiple broken windows and doors at the structure.
6. There is no operable plumbing system at the structure, a violation of Section 6.3.1.1(a). All plumbing fixtures have not been maintained and are not properly connected.
7. There is no working electrical system at the structure, a violation of Section 6.3.1.1(a). The electrical system does not work and there are loose, hanging, and exposed electrical wires throughout the structure.
8. There is no operable heating system at the structure, a violation of Section 6.3.1.1(a). The furnace does not work. The gas line is rusted out and cut. There is duct system installed. There is no working water heater.
9. The structure is vacant and not secured, a violation of Section 6.3.1.1(ff). The property is easily accessible to people and animals. The structure is not maintained in a manner that would permit human habitation, occupancy, or use as it is full of trash, debris, and animal feces.

The accessory building/garage is in violation as follows:

10. The garage roof has a large hole permitting weather and animals to enter the garage causing water damage, a violation of Section 6.3.1.1(c) and (r). The garage is full of squirrels and other small animals. The garage is full of animal feces, trash, and debris.
11. The garage foundation has not been kept in good repair, violation of Section 6.3.1.1(b) and (r). Multiple areas around the garage where bricks in the walls are crumbling and showing signs of decay. There are areas where there is no mortar between the bricks or it has crumbled due to dilapidation.

These conditions render the vacant residential structure as unsafe within the meaning of I.C. § 36-7-9-4(a)(1), (2), (5), and (6). The deterioration to the foundation, the collapsing walls, floors, and ceilings, the detaching of walls from the ceilings and floors, is all evidence that the structure is in an impaired structural condition that makes it unsafe to person or property. The loose, hanging, exposed electrical wires throughout the structure, coupled with its unsecured nature and accumulated trash and materials inside, render it a fire hazard. The structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning damage and deterioration to the foundation, falling or missing cinder blocks, collapsing floors, ceilings, and walls, and its unsecured nature. The structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

In addition, the garage's condition makes it an unsafe building within the meaning of I.C. § 36-7-9-4(a)(1) and (5). The garage is in an impaired structural condition and dangerous to person or property due to its violations of the Neighborhood Preservation Ordinance. In particular, the garage's foundation is demonstrated to be failing due to crumbling bricks and lack of mortar due to dilapidation. The unsecure nature of the garage, as shown by the presence of animals and animal feces inside, coupled with the likelihood of continued deterioration due to the hole in the roof, makes the property unsafe.

Based on these findings concerning the condition of both the residential structure and the garage on the real estate, demolition of both is warranted.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings (residential structure and garage) identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before April 30, 2024.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required demolition and bill you for the costs of such work,

including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, April 11, 2024 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

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

Section 6.

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
 - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
 - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

Section 7.

You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

Section 8.

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on March 7, 2024.

City of Goshen Building Department



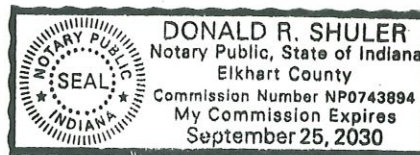
Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this March ____, 2024, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public



Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 205/207 Middlebury Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on March 8, 2024:

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528



Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

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

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.

Certificate of Service

RE: Premises at 205/207 Middlebury Street, Goshen, Indiana

The undersigned hereby certifies that the Order of the City of Goshen Building Commissioner dated March 7, 2024, for the above-referenced premises was issued to the following parties via Certified Mail on January 31, 2024, with the tracking and return showing signature and service of said Order as indicated:

Ronald Davidhizar
 203 Middlebury Street
 Goshen, Indiana 46528
Certified Mail: 7018 0360 0000 2818 4239
Delivered: March 16, 2024

Signed this March 27, 2024.



Donald R. Shuler, #26587-71
 Assistant City Attorney
 City of Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, Indiana 46528

7018 0360 0000 2818 4239

**U.S. Postal Service™
 CERTIFIED MAIL® RECEIPT**
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$

Postage \$
 Total Postage and Fees \$

Sent To
 Street and
 City, State,

Ronald Davidhizar
 203 Middlebury Street
 Goshen, Indiana 46528

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here: GOSHEN, INDIANA MAR - 8 2024

205/207 Middlebury St

■ Complete items 1, 2, and 3.
 ■ Print your name and address on the reverse so that we can return the card to you.
 ■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ronald Davidhizar
 203 Middlebury Street
 Goshen, Indiana 46528

2. Article Number (Transfer from service label)
7018 0360 0000 2818 4239

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Ron D. Agent
 Addressee

B. Received by, (Printed Name)
RON D.

C. Date of Delivery
3/16/24

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Return Receipt for Merchandise
 Signature Confirmation™
 Signature Confirmation Restricted Delivery