



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., January 25, 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 Mayor Gina Leichty

Approval of Minutes: January 11, 2024

Approval of Agenda

- 1) Oath of Office:** For Board of Public Works and Safety member Barb Swartley
- 2) Police Department request:** Accept the resignation of Officer Guadalupe Mendoza Rivera #229, effective
- 3) Fire Department request:** Accept the resignation of Firefighter Timothy Perry, effective Feb. 2, 2024
- 4) Michael Schmucker request:** Approve a gravel driveway at 407 Center Street
- 5) LaCasa request:** For a few weeks, extend the placement of a construction materials dumpster in the street parking spaces in front of The Hattle Apartments, 210 E Lincoln Ave.
- 6) Legal Department request:** Approve and authorize Mayor Leichty to execute the agreement with Velocity EHS for the three-year term at a total cost of \$15,740.31
- 7) Community Development Block Grant (CDBG) request:** Acknowledge Conflict of Interest Disclosure for Brett Weddell
- 8) Community Development Block Grant (CDBG) request:** Acknowledge Conflict of Interest Disclosure for Megan Peel
- 9) Water Department request:** Approve the allocation of 0.40 cents to the Water Maintenance Fund and 0.70 cents to the Sewer Maintenance Fund for the 2024 billing year



10) Engineering Department request: Authorize the Mayor to sign the County Road 42 Marion Line railroad crossing delegation letter as the delegatee, which with the County's signature will allow the City to file the FRA quiet zone application

11) Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to the Indiana Department of Transportation during the Community Crossings Matching Grant Fund application

12) Engineering Department request: Approve the agreement with BlueConduit for \$51,000 of Consulting Services and Predictive Modeling to help identify probable locations of Lead Service Lines, minimizing the number of physical surveys required to complete the City's Lead Service Line Inventory

13) Engineering Department request: Approve and authorize the Mayor to sign the agreement with Abonmarche Consulting for the evaluation of the Herman Street Sewer for a lump sum fee of \$7,500

14) Engineering Department request: Approve the attached agreement with Central Industrial Contractors, Inc. for \$45,738 to replace the failed sewer control valve at the Goshen Waste Water Treatment Plant and increase the height of the valve structure in order to prevent flooding into the structure

15) Engineering Department request: Approve and authorize the Agreement with Habitat for Humanity of Elkhart County, Inc. for the completion of the project at 803 Arehart Street

Privilege of the Floor

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., January 25, 2024

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

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

16) Review of the Order of the City of Goshen Building Commissioner for 407 Center Street (Ronald E. Davidhizar and/or M&H Rentals, LLC, property owner)



17) Review of the Order of the City of Goshen Building Commissioner for 205 Middlebury Street (Ronald E. Davidhizar, property owner)

18) Review of the Order of the City of Goshen Building Commissioner for 304 West Oakridge Avenue (Roman Navarro, Nationstar Mortgage, LLC and State of Indiana Gross Income Tax Division, property owners)

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE THURSDAY, JANUARY 11, 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 Mary Nichols

Absent: Barb Swartley

CALL TO ORDER: Mayor Gina Leichty called the meeting to order at 4:00 p.m.

Mayor Leichty wished Board member Orv Myers a happy birthday. The audience responded with applause.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Jan. 4, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board Member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board Member Orv Myers. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda submitted by the Clerk-Treasurer with the suggested removal of agenda item #11 "Approve an extension of the two-day closure of 10th Street, south of Douglas Street, through Feb. 2, 2024," because it was no longer needed. Board member Nichols moved to accept the agenda as amended. Board member Myers seconded the motion. The motion passed 4-0.

1) Fire Department request: Approve the hiring of Douglas Burggraf as a Private First Class Firefighter Assistant Chief of Operations Anthony Powell told the Board that Douglas A. Burggraf completed his probationary year at the Goshen Fire Department on Jan. 9, 2024.

Based on his performance and recommendations from his shift Battalion Chief and Training Officer; Chief Powell said it was his pleasure to request that Burggraf be promoted to the rank of Private First Class for the Fire Department, retroactive to Jan. 9, 2024.

Nichols/Myers made a motion that Douglas A. Burggraf be promoted to the rank of Private First Class for the Goshen Fire Department, retroactive to Jan. 9, 2024. Motion passed 4-0.

After approval, Mayor Leichty swore Douglas A. Burggraf in as a Private First Class in the Fire Department.

2) Fire Department request: Approve the hiring of James Michael White as a Private First Class Firefighter Assistant Chief of Operations Anthony Powell told the Board that James Michael White completed his probationary year at the Goshen Fire Department on Jan. 9, 2024.

Based on his performance and recommendations from his shift Battalion Chief and Training Officer; Chief Powell said it was his pleasure to request that White be promoted to the rank of Private First Class for the Fire Department, retroactive to Jan. 9, 2024.

Nichols/Myers made a motion that James Michael White be promoted to the rank of Private First Class for the Goshen Fire Department, retroactive to Jan. 9, 2024. Motion passed 4-0.

After approval, Mayor Leichty swore James Michael White in as a Private First Class in the Fire Department.

3) Fire Department request: Approve the hiring of Jordan Hunter as a Private First Class Firefighter

Assistant Chief of Operations Anthony Powell told the Board that Jordan L. Hunter completed his probationary year at the Goshen Fire Department on Jan. 9, 2024.

Based on his performance and recommendations from his shift Battalion Chief and Training Officer; Chief Powell said it was his pleasure to request that Hunter be promoted to the rank of Private First Class for the Fire Department, retroactive to Jan. 9, 2024.



Nichols/Myers made a motion that Jordan L. Hunter be promoted to the rank of Private First Class for the Goshen Fire Department, retroactive to Jan. 9, 2024. Motion passed 4-0.

After approval, Mayor Leichty swore Jordan L. Hunter in as a Private First Class in the Fire Department.

4) Police Department request: Promote Sergeant Corey Mosher to the rank of Lieutenant

Police Chief José Miller asked the Board to approve the promotion of **Officer Corey M. Mosher** from the rank of Sergeant to the rank of Lieutenant.

Chief Miller said that after reviewing the results of all officers who tested, Officer Mosher was selected as the candidate for the position. He said Officer Mosher has worked on the Police Department for over eight years and currently oversees the K-9 unit.

Chief Miller added, "Corey has demonstrated he will continue to be an asset to our department and our leadership team. I request the promotion to be effective Friday Jan. 12, 2024."

Nichols/Myers made a motion to approve the promotion of Officer Corey M. Mosher from the rank of Sergeant to the rank of Lieutenant, effective Jan. 12, 2024. Motion passed 4-0.

After approval, Mayor Leichty swore Corey M. Mosher in as a Lieutenant in the Police Department.

5) Police Department request: Promote Patrol Officer Alexandro Rosales to the rank of Sergeant

Police Chief José Miller asked the Board to approve the promotion of **Officer Alexandro (Alex) Rosales** from the rank of Patrol Officer to the rank of Sergeant, effective Jan. 12, 2024.

Chief Miller said that after reviewing the results of all officers who tested, Officer Rosales was selected as the candidate for the position. He said Officer Rosales has worked on the Police Department for approximately eight years and currently is a field training officer for new recruits.

Chief Miller added, "Alex has continuously demonstrated his dedication to our community and department. Alex will be a great asset to our leadership team."

Nichols/Myers made a motion to approve the promotion of Officer Alexandro Rosales from the rank of Patrol Office to the rank of Sergeant, effective Jan. 12, 2024. Motion passed 4-0.

After approval, Mayor Leichty swore Alexandro (Alex) Rosales in as a Sergeant in the Police Department.

6) Police Department request: Promote Patrol Officer Manuel Aldana Garcia to the rank of Sergeant

Police Chief José Miller asked the Board to approve the promotion of **Manuel Aldana Garcia** from the rank of Patrol Officer to the rank of Sergeant, effective Jan. 12, 2024.

Chief Miller said that after reviewing the results of all officers who tested, Officer Aldana was selected as the candidate for the position. He said Officer Aldana has worked on the Police Department for 4½ years and currently serves as a field training officer for new recruits and is a member of the S.W.A.T. Team.

Chief Miller added, "Manuel has continuously demonstrated his dedication to our community and department. Manuel will be a great asset to our leadership team as well."

Nichols/Myers made a motion to approve the promotion of Manuel Aldana Garcia from the rank of Patrol Office to the rank of Sergeant, effective Jan. 12, 2024. Motion passed 4-0.

After approval, Mayor Leichty swore Manuel Aldana Garcia in as a Sergeant in the Police Department.

7) Oaths of Office: For members of the Board of Public Works and Safety

Mayor Leichty told the Board that it was appropriate for members of the Board of Public Works and Safety to take an oath of office at the start of the new year. She said all are mayoral appointees.

The Mayor then swore the Board members into office by seniority in the following order: **Mike Landis, Mary Nichols** and **Orv Myers**. Board member **Barb Swartley** could not be present.



8) Legal Department: Approve Resolution 2024-03, Special Purchase of Motorola Radios

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that the City Police Department wanted to make a special purchase of 10 in-car mount radios, including radio programming. She said the purpose of Resolution 2024-03 was to make a written determination of the basis for the special purchase, and the basis for the selection of this particular contractor.

Marks said this purchase is being made from Motorola Solutions, Inc. which has a quantity purchase agreement with the State of Indiana. The cost of the in-car mount radios, including radio programming will be \$55,227.10.

Marks indicated the City of Goshen may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals provided a written determination is made of basis for the special purchase, and the basis for the selection of a particular contractor.

Board member Landis asked if the radios were for new cars. **Marks** said they were for existing cars that don't have radios. She said numerous police cars don't have radios, adding that several years ago the department switched to hand-held radios, but a determination has been made that in-car radios are also needed.

Asked by **Board member Landis** if the radios can be moved to other cars when the vehicles are replaced, **Goshen Police Public Information Officer and Records Manager Polly Hoover** said the radios are being purchased with a grant because the batteries in the hand-held radio don't last long enough. So, she said the department has decided to purchase both kinds of radios, and the in-car radios can last about 10 years.

Nichols/Myers made a motion to adopt Resolution 2024-03, Special Purchase of Motorola Radios. Motion passed 4-0.

9) Legal Department request: Approve Resolution 2024-04, Grant Agreement for 2024 Edward Byrne Memorial JAG Program Funds

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that the City Police Department applied for and was awarded \$60,750 in grant funding from the Edward Byrne Memorial Justice Assistance Grant Program for fiscal year 2024 to be used for the purchase of in-car mount radios being purchased from Motorola Solutions, Inc.

Marks asked the Board to approve Resolution 2024-03, which would approve the terms and conditions of the grant agreement and authorize **Mayor Leichty** and **Clerk-Treasurer Aguirre** to execute the Grant Agreement on behalf of the Goshen Police Department and the City.

Nichols/Myers made a motion to adopt Resolution 2024-04, Grant Agreement for 2024 Edward Byrne Memorial Justice Assistance Grant Program Funds. Motion passed 4-0.

10) Water & Sewer Office requests: Move uncollected finaled accounts from active to collection, sewer liens and write offs – \$2,006.37 for the period through Aug. 25, 2023 and \$6,937.60 through Oct. 16, 2023

Kelly Saenz, Manager of the Goshen City Utilities Office, asked the Board to move the Goshen Water and Sewer Office's uncollected finaled accounts for two time periods from active to Collection, Sewer Liens and Write offs.

First, Saenz said that the original amount of unpaid final Water/Sewer accounts for the period through Aug. 25, 2023, was \$3,291.91. Collection letters were sent out and payments of \$1,285.54 were collected. The uncollected amount was \$2,006.37. So, Saenz asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period.

Nichols/Myers made a motion to move the Goshen Water and Sewer Office's uncollected finaled accounts from active to Collection, Sewer Liens and Write offs for this period. Motion passed 4-0.

Second, Saenz said that the original amount of unpaid final Water/Sewer accounts for the period through Oct. 16, 2023, was \$9,574.73. Collection letters were sent out and payments of \$2,637.13 were collected. The uncollected amount was \$6,937.60.



So, **Saenz** asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for this period.

Board member Landis asked why the amount of uncollected final accounts was so much larger for the second than the first period. **Saenz** said many customers charged a flat sewer charge don't pay. She said many in the second period were those type of accounts. She added that many of those customers eventually pay, with extra charges.

Nichols/Myers made a motion to move the Goshen Water and Sewer Office's uncollected finalized accounts for this period from active to Collection, Sewer Liens and Write offs. Motion passed 4-0.

11) Engineering Department request: Enter into an agreement with Eaton Corporation for \$73,287.00 to recondition five wastewater DS breakers as backups units for the wastewater treatment plant's switchgear power system

City Director of Public Works & Utilities Dustin Sailor told the Board that the Goshen Wastewater Treatment Plant (WWTP) has five switchgear breakers that were removed and replaced during the last facility upgrade.

Because the WWTP primary switchgear power system is obsolete, he said Goshen Wastewater has been working with Eaton, the original manufacturer, to recondition the DS breakers so they can be shelved as emergency spares.

Following an evaluation of the removed switchgears, **Sailor** said Eaton has offered the City a proposal to recondition the five switchgears for a fee of \$73,287.00, which includes return shipment. Not foreseeing the plant's switchgear power system being replaced in the next five years, he requested the Board's approval for the reconditioning work.

In response to a question from **Mayor Leichty**, **Sailor** said the reconditioned switchgears won't be removed from the delivery truck until they have first been inspected.

Nichols/Myers made a motion to enter into an agreement with Eaton Corporation for \$73,287.00 to recondition five wastewater DS breakers as backups units for the wastewater treatment plant's switchgear power system. Motion passed 4-0.

12) Engineering Department request: Approve the balancing Change Order No. 5 for the Asphalt Paving Project, decreasing the contract by \$516,247.34, for a final contract amount of \$2,134,246.81

City Director of Public Works & Utilities Dustin Sailor told the Board that attached to the agenda packet was Change Order No. 5, a Balancing Change Order. He said it would reduce the contract price by \$516,247.34, making the final contract amount \$2,134,246.81, a 13.86% decrease under the original contract of \$2,477,613.50.

Contract amount as previously amended	\$2,650,494.15
Change Order No. 5	-\$ 510,247.34
Revised contract amount	\$2,134,246.81

Sailor said the reasons for the cost reduction were:

1. Brick was found on Indiana Avenue and Chicago Avenue, which significantly reduced the amount of #53 stone and asphalt needed. This also removed the full-depth reclamation-mill in place on Indiana Avenue.
2. Rieth Boulevard didn't need the traffic loop and pull box replaced.
3. There were fewer casting reset and chimney reconstructions than anticipated.
4. Linear grading was less due to surrounding conditions (business traffic, soils & brick).

Board member Landis asked if the roads with brick underneath will hold up as well as the previously planned work.

Sailor said bricks provide a good base foundation and the full-depth reclamation mill would not have been possible under the bricks. He said it was better to pave over the bricks, and the road should last 20 years. At the Mayor's request, he clarified the portion of Indiana Avenue that was affected by the change order.

In response to a question from **Board member Landis**, **Sailor** clarified that the final contract price would be \$2,134,246.81.



Clerk Treasurer Aguirre said he hasn't seen such a large reduction in a change order in the past three years. He asked if a change order this large was unusual. **Sailor** said it was, adding that the original cost estimate was based on pavement cores, which did not detect the bricks underneath the two roads.

Aguirre asked if the \$516,247.34 saved on this project could be used to pay for other needed street repairs. **Sailor** said he planned to make that request later. He said a memorandum is being prepared now to request that the Goshen Common Council appropriate those funds for other needed work.

Nichols/Myers made a motion to approve the balancing Change Order No. 5, decreasing the contract by \$516,247.34, for a final contract amount of \$2,134,246.81. Motion passed 4-0.

13) Clerk-Treasurer's Office request: Approve \$3,401,470.62 of encumbrances from the City of Goshen 2023 budget into the 2024 budget

Deputy Clerk-Treasurer Jeffery Weaver told the Board that attached the agenda packet for the Board's approval and execution was a list of accounts with a balance in the 2023 budget that the City departments requested be encumbered into the 2024 budget.

Weaver indicated that at the end of each year, Department heads review any unspent budget and compare it to their department's outstanding invoices or contracts. If any 2023 unspent budget is available to pay an outstanding 2023 invoice or contract, then the amount can be encumbered into 2024, but only for the approved expense.

Weaver said the attached budgeted amounts were remaining in the 2023 budget, and department heads requested to encumber the amounts into 2024. For each encumbrance, the department heads presented an invoice, purchase order, or executed agreement or contract.

Weaver said the requested encumbrances were reviewed by the Clerk-Treasurer's and Mayor's offices, and can only include Supplies, Other Services & Charges, and Capital Expenditures. He said he final approval for these encumbrances falls on the Board of Works to approve the total encumbrance amount.

THE FOLLOWING WERE THE REQUESTED ENCUMBRANCES FROM THE 2023 BUDGET TO 2024:

Account Number	Account Title	Encumbered Amount
101-510-02-439.0700	Council/Election Expense	\$ 30,833.77
101-510-05-421.0501	Legal/Other Office Expenses	\$ 731.91
101-510-05-431.0000	Legal/Professional Services	\$ 4,000.00
101-510-05-439.0901	Legal/Other Services And Charges	\$ 2,054.69
101-510-05-439.0910	Legal/Instruction	\$ 175.00
101-510-07-431.0507	Bd Works/ERP Maint Upgrade	\$157,838.18
101-510-07-436.0102	Bd Works/Electrical Maintenanc	\$ 18,841.00
101-510-07-439.0930	Bd Works/Trash Collection	\$168,897.90
101-510-15-431.0301	Bldg Dept/Professional Service	\$ 8,600.00
101-520-11-422.0150	Police/PPE	\$ 2,296.00
101-520-11-422.0154	Police/Other Equipment	\$ 13,400.00
101-520-11-432.0301	Police/Travel Expenses	\$ 1,872.31
101-520-11-436.0501	Police/Maintenance Contracts	\$ 15,834.00
101-520-11-439.0911	Police/Instruction	\$ 7,000.00
101-520-11-439.0912	Police/Education & Promotion	\$ 8,225.63
101-520-12-422.0300	Ambulance/Medical Supplies	\$ 6,785.00
101-520-12-439.0910	Fire/Instruction	\$ 1,690.00
101-520-12-445.0201	Ambulance/Other Equipment	\$ 39,143.61
201-530-00-422.0210	Mvh/Gasoline,Diesel,Propane	\$ 4,348.12



THE FOLLOWING WERE MORE REQUESTED ENCUMBRANCES FROM THE 2023 BUDGET TO 2024:

Account Number	Account Title	Encumbered Amount
202-530-00-431.0501	Local Rd & St/Service Contract	\$ 4,535.00
203-530-00-444.0401	Mvh Rest/Maintenance Materials	\$ 102,176.10
204-550-00-434.0500	P&R/Comprehensive Plan	\$ 7,000.00
204-550-00-436.0101	P&R/Repairs To Bldg & Structures	\$ 6,864.00
204-550-00-442.0001	P&R/Capital Projects	\$ 478,063.96
206-530-00-431.0501	Aviation/Other Prof Services	\$ 2,514.00
218-560-00-431.0501	Edit Tax/Services Contractual	\$ 107,755.63
218-560-00-431.0510	Edit Tax/Econ Dev Corp/Elk Co	\$ 65,219.00
218-560-00-431.0520	Edit Tax/Marketing & Promotion	\$ 19,116.25
218-560-00-442.0006	Edit Tax/Capital Projects	\$ 292,329.77
402-570-00-423.0110	Ccd/Bldg Repairs	\$ 12,024.00
402-570-00-431.0501	Ccd/Serv Contractual	\$ 41,166.95
433-510-00-436.0501	Cci Fire/Repairs To Bldg	\$ 68,124.50
433-510-00-445.0501	Cci Fire/Other Equipment	\$ 184,524.72
439-530-00-431.0502	Stm Wtr Mgmt/Svcs Contractual	\$ 29,247.00
473-560-00-431.0502	Se E.D. Tif/Contr Svcs	\$1,101,965.42
473-560-00-442.0000	Se E.D. Tif/Capital Projects	\$ 53,617.75
480-560-00-442.0000	Cons Rr/Us33/Capital Projects	\$ 332,659.45

Total **\$3,401,470.6**

Nichols/Myers made a motion to approve \$3,401,470.62 of encumbrances from 2023 into the 2024 budget. Motion passed 4-0.

15) Board of Public Works & Safety action: Appoint a member to the Plan Commission

Mayor Leichty told the Board that it was its responsibility to appoint a member of the City Plan Commission. The **Mayor** said the Board previously appointed **Richard Worsham**, who currently serves as the President of the Plan Commission. His term has now ended, and the Mayor said Worsham was interested in continuing to serve. She recommended Worsham’s re-appointment.

Nichols/Myers made a motion to reappoint Richard Worsham to the Plan Commission. 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 4:42 p.m. There were no comments.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty adjourned the Board of Works meeting at 4:42 p.m.



APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



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: January 25th, 2024

From: Chief Jose' Miller

Reference: Request to Accept Officer Guadalupe Mendoza Rivera #229 Resignation

I am requesting for the Board of Public Works and Safety to approve the resignation of Officer Guadalupe Mendoza- Rivera #229 effective Thursday January 11th, 2024. During the midday on January 8th, 2024 Officer Mendoza requested to meet with someone from the Administration.

During this meeting Guadalupe questioned his decision to become a police officer. The biggest hurdle for Guadalupe was the safety concern for himself or others while functioning as a police officer. He was given some time to think about the decision but has ultimately chosen to resign as a police officer. Guadalupe had just completed the pre basic training required by the Indiana Law Enforcement Academy. I wish Guadalupe the best in life for whatever career path he chooses in the future.

Respectfully,

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

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

1/10/24

Dear Chief Miller,

I'm very sorry I didn't communicate better on my decision. Thank you for giving me the opportunity for something better in life, but something mentally is holding me back, and I can't get around it. This is my resignation note, I apologize I didn't bring this sooner.

Sincerely,
Guadalupe Mendoza

Miller, Jose

From: Mendoza-Rivera, Guadalupe
Sent: Thursday, January 11, 2024 8:30 AM
To: Miller, Jose
Subject: Resignation

Goodmorning,

I'm sorry I didn't come and say anything. I have just been in my head, but I do apologize for wasting your guy's time, I am taking all the remaining item to Captain Weldy because I have no intention of stealing them, and they're all in the same condition they were given to me in. Thank you, guys, for respecting me and showing me how it works. I have a different look on law enforcement, and police in general.



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

209 North Third Street • Goshen, IN 46526-3201

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

January 25, 2024

To: Board of Works and Public Safety

RE: Firefighter Timothy Perry Resignation

From: Chief Danny Sink

Firefighter Timothy Perry has submitted his resignation effective February 02, 2024. I ask that you affirm Tim's resignation. We have enjoyed our work with Tim and GFD would like to wish him the very best in his new endeavors.



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: Jan. 25, 2024
Subject: Michael Schmucker request for gravel driveway at 407 Center Street

The Clerk-Treasurer's received the following request from Michael Schmucker of Goshen on Jan. 8:

My name is Michael Schmucker. My brother and I have M&H Rentals, LLC. We are in the process of purchasing one of Ron Davidhizar's houses located at 407 Center St. We are hoping to close on it this week or next week.

I have included a drawing of the proposed area that I would like to put stone in for parking so that we can keep the cars off the street. Also is a copy of the email I received back from Rossa Deegan. We are going to be doing a lot of remodeling to this home.

I will be attending the next Board of Works meeting to get additional time from the Board to get the remodeling completed since there is a demolition permit on this house.

At the request of the Clerk-Treasurer, Mr. Schmucker provided the following additional information:

There is no off-street parking currently. We would be adding this gravel parking area as a completed surface. Currently they only have on-street parking. This will be a gravel parking area.

The completed area would be roughly 28' x 17' and hopefully be able to park 2 vehicles in this area.

We would remove the topsoil from the area, bring in a larger stone for the base and smaller gravel for the final coat (and) dig the area down so that the finished product would not be higher than the alley."

Regarding the prevalence of gravel driveways in the neighborhood. he related the following:

Here is what I came up with for the properties around 407 Center St. **I have attached a map with labels on it stating what type of parking surface these houses have.**

- 3 houses have street parking
- 5 houses have hard surface parking
- 9 houses have gravel parking

The property to the east of ours and the west both have gravel parking areas.

I hope this helps. Thanks.

Michael Schmucker
schmuckerm54@gmail.com
574-202-5473

From: Deegan, Rossa
Sent: Friday, January 5, 2024 1:31 PM
To: Michael Schmucker
Cc: Yoder, Rhonda; Eash, Travis; Ellis, Crystal; Hetler, Tara
Subject: 407 Center - remodel & parking expansion

Michael,

Thanks for providing plans and a scope of work for a remodel of the single family home at 407 Center Street, zoned Residential R-2. The remodel plans are adequate. As we discussed, you will provide the recorded deed when the property transfers to you. You are also going to revise the proposed parking area off the alley so that it is outside the front yard setback (first 25' from the property line along Center Street).

You're also going to discuss the length of the curb cut along the alley with the Engineering Department. Hard surface is required for new parking, so you will need Board of Works approval for gravel, with an application made through the Clerk-Treasurer's office (574-533-8625).

Please let me know if you have any questions.

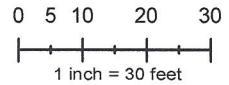
Sincerely,

Rossa Deegan, AICP
Assistant Planning & Zoning Administrator
City of Goshen
204 E Jefferson St, Suite 4
Goshen, IN 46528
rossadeegan@goshencity.com
574-534-3505



CENTER STREET

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



407 Center Street

2023 Aerial
Printed January 2, 2024

The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626



Street
3

Hard
5

Gravel
9

January 12, 2024

To the Goshen City Board of Works,

Lacasa, Inc. is applying to temporarily place a roll-off dumpster in the street parking in front of The Hattle Apartments at 210 E Lincoln Ave. We have not quite completed our demolition/reconstruction work in the basement. We removed the dumpster prior to the current snow event to allow city crews to clear the snow on Lincoln Ave. free of our dumpster in their way. If approved, we will get a new dumpster in place on Monday 1/22/24 and have it on site for a few weeks. Only one dumpster will be present in the street parking at a time. We estimate that 2 parking spots will be required for the dumpster, as we wish to maintain visibility for cars turning into / out of the alley beside the building.

We will close the dumpster each evening and clean up all debris/trash from the pathway between the dumpster and the basement stairway. We wish we would have been able to do this demolition / clean-up quicker, but the nature of the basement and the stairway to the sidewalk have required this to be done largely by hand, walking the material up the stairs.

We have been working with our tenants on this project and warned them that there would be construction dumpsters, but they are to continue using the usual residential dumpster behind the building.

Sincerely,

Aaron Lehman

Housing Development Manager

Lacasa, Inc.

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

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





Goshen, Indiana
Google Street View
May 2023 See more dates



stairwell from
basement to sidewalk

Proposed Dumpster
Location blocking 2
parking spaces

Google



**Legal Department
CITY OF GOSHEN**

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

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

January 25, 2024

To: Board of Public Works and Safety
From: Brandy Toms, Paralegal
Subject: Agreement with VelocityEHS/MSDSonline

The City is required to complete annual reporting to the Indiana Department of Environmental Management (IDEM) and the Local and Regional Emergency Planning Commissions regarding the chemical inventory maintained at several of our facilities.

The services provided by Velocity EHS allows the City to track, compile all product safety information regarding of chemicals electronically, and generate all required reports. This is a three (3) year term agreement with the cost per year as follows:

Term	Annual cost
February 17, 2024 to February 16, 2025	\$4,992.96
February 17, 2025 to February 16, 2026	\$5,242.61
February 17, 2026 to February 16, 2027	\$5,504.74

The total cost for this 3-year agreement is \$15,740.31.

It is recommended that this Board approve and authorize Mayor Leichty to executed the agreement with VelocityEHS for the 3-year term at a total cost of \$15,740.31.

Suggested motion: move to approve and authorize Mayor Leichty to executed the agreement with VelocityEHS for the 3-year term at a total cost of \$15,740.31.



CUSTOMER ORDER FORM

222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654
Ph: 312.881.2000
Fax: 866.320.1021
Tax ID #: 04-3626476

Contract Number: Q-201915
Issued Date: Oct 19 2023
Issued By: Douglas Brown
Offer Valid Through: Dec 18 2023

Customer Information

Customer: City of Goshen
D-U-N-S® Number: 103608134

Attn: Becky Hershberger
Address: 204 E Jefferson St Ste 5,
Goshen, IN United States

Terms & Conditions

Related Contract:
Contract Start Date: Feb 17 2024
Contract End Date: Feb 16 2027
Initial Term: 36 Months

Payment Terms: Net 30
Billing Frequency: Annual
Annual Price Adjustment: 5.00%

Subscriptions & Services					
Item	Type	Qty	Feb 17 2024 to Feb 16 2025	Feb 17 2025 to Feb 16 2026	Feb 17 2026 to Feb 16 2027
SDS/Chemical Management	Annual	1			
SDS Management	Annual	1	\$4,992.96	\$5,242.61	\$5,504.74
Included Site Administrator	Annual	1			
Total:			\$4,992.96	\$5,242.61	\$5,504.74

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

City of Goshen

Signature: _____

Name: _____

Title: _____

Date: _____

VelocityEHS

Signature: _____

Name: _____

Title: _____

Date: _____



CUSTOMER ORDER FORM

Exhibit A

SDS Management Base subscription pricing includes:

- One annual SDS Management subscription(s) for the Customer and up to 500 employees.
- Two Account Administrators. Additional Administrators may be purchased for an additional annual fee per license.
- Unlimited SDS database searches, views and additions to the eBinder.
- Access to eBinder and database search from the SDS/Chemical Management mobile application.
- Access to the Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 SDS Requests and 100 SDS Uploads. Additional SDS Requests may be purchased in bundles of fifty (50) for \$200; additional SDS Uploads may be purchased in bundles of (100) for \$200.
- Technical & Customer Support.
- Additional Terms and Conditions apply. To learn more, click [here](#).

All fees are in USD and, unless otherwise noted, are due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract End Date reflects the subscription "anniversary date"; subsequent year's fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Where applicable, all travel expenses will be invoiced to Customer as incurred. Sales tax associated to this Order will appear on the invoice, where applicable.



CUSTOMER ORDER FORM

Exhibit B

Customer Support

Customer Support is included with the customer's software subscription. Support includes troubleshooting, product usage assistance, and general inquiries regarding Customer's account(s).

- Support is available Monday - Friday, excluding weekends and U.S. holidays. Support Business Hours are listed in the Support Business Hours table below.
- First Response times are based upon Support Business Hours and vary according to issue Severity and customer subscription. First Response time goals are listed in the Support First Response Times Goals table below. Severity Definitions are included in the Severity Definitions table below.
- Separately, for custom project engagements, VelocityEHS can scope and deliver a service project(s) for an additional fee. VelocityEHS will obtain approval prior to proceeding with any custom work that will result in additional charges.

Support Business Hours

Americas	8am - 8pm Eastern (UTC -4)
	7am - 7pm Central (UTC -5)
	5am - 5pm Pacific (UTC -7)
EMEA	9am - 12am UTC/BST
	10am - 1am CET (UTC +1)
	11am - 2am EET (UTC +2)

Support First Response Times

First Response Time Goals

Severity #	Severity Name	First Response Time (Business Hours)
S1	Critical	2 hours
S2	High	8 hours
S3	Medium	72 hours
S4	Low	6 days (96 hours)

Severity Definitions

Severity #	Severity Name	Definition
S1	Critical	Critical service(s) unavailable OR platform access unavailable for <u>all</u> customers or <u>all</u> admins on 1 account OR <u>all</u> end users cannot access the site to view an SDS OR data corruption / loss. And no workaround is possible. (Note: Does not include dev environments.)
S2	High	Degraded performance of Critical services OR Important service(s) are unavailable, including access to eBinder primary functions, EHS workflows, etc. OR only some users are unable to access platform/site. Generally multiple users or accounts are impacted by the issue.
S3	Medium	Degraded performance of Important services, for example intermittent errors on functions or workflows (but access is not blocked) OR a specific component is impaired, resulting in inconvenience or delays OR login/access issues for a single user.
S4	Low	Non-impacting issue OR issue impacting only 1 user AND not related to access/login OR issue not blocking workflow OR Inquiry OR Request for an item not currently part of the application, including: How-to question, Feature Request, Change Request, Documentation Request, or troubleshooting of dev environment.



VelocityEHS Master Subscription & Services Agreement

This Agreement was last updated on March 1, 2021.

This VelocityEHS Master Subscription & Services Agreement is between VelocityEHS Holdings, Inc. (“**VelocityEHS**”) and the entity indicated on the applicable Customer Order Form (defined below as “**Customer**”). By executing a Customer Order Form that references this Agreement, Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms. If Customer enters into this Agreement on behalf of a company or other legal entity, Customer represents that Customer has the authority to bind such entity and its Affiliates to this Agreement. If Customer does not have such authority, or if Customer does not agree with the terms and conditions set forth in this Agreement, Customer must not accept this Agreement and Customer must not use the Services.

All access to and use of the Software is subject to VelocityEHS’s [Privacy Policy](#).

1. OVERVIEW; ORDERING; ACCESS TO SERVICES

- (a) **Overview.** This Agreement sets forth the terms pursuant to which Customer may purchase, and VelocityEHS and its Affiliates will provide, certain Services.
- (b) **Ordering.** Customer will order Services described in this Agreement through a Customer Order Form, to be executed by Customer. Each Customer Order Form will reference and be subject to the terms of this Agreement. Each Customer Order Form may contain additional terms and conditions.
- (c) **Provision & Access.** Subject to and conditioned on Customer’s payment of Fees (as defined in Section 5(a)) and compliance with all other terms and conditions of this Agreement and any applicable Customer Order Form, VelocityEHS:
 - i. hereby grants Customer a non-exclusive, non-transferable right to access and use the Software described in the applicable Customer Order Form for the Subscription period specified therein; and/or
 - ii. will provide Professional Services to Customer as described in the Customer Order Form and in accordance with the terms and conditions of this Agreement.
- (d) **Subscriptions.** Unless otherwise provided in the applicable Customer Order Form, (i) access to the Software is purchased as a Subscription, (ii) Subscriptions may be added during a Subscription term and the price for the Subscription will be prorated for the portion of that Subscription term remaining at the time the Subscriptions are added, and (iii) any added Subscriptions will terminate on the same date as the earlier-purchased Subscriptions.

2. USE OF THE SOFTWARE

- (a) **Usage Limits.** Customer’s use of the Software is limited to Customer’s internal business uses, except as otherwise stated in a Customer Order Form. Access to and use of the Software is restricted to the coverage area limits as stated in the Customer Order Form. Unless otherwise specified, (i) where a quantity in a Customer Order Form refers to Users, the Software may not be accessed by more than that number of Users, (ii) a User’s Credentials must not be shared with any other individual, and (iii) except as set forth in a Customer Order Form, a User’s Credentials may only be reassigned to a new individual who is replacing an individual who will not have any further access to the applicable Software. If Customer exceeds a usage limit under this Agreement, Customer will be invoiced for the excess usage at the specified rate. To avoid such



charges, Customer may either reduce usage to comply with the usage limit or work with VelocityEHS to amend the Customer Order to increase the usage limit.

- (b) **Usage Restrictions.** Unless expressly authorized under this Agreement or a Customer Order Form, Customer will not, and Customer will not allow or assist any third party to: (i) make any Software or Content available to anyone other than Users or use any Software or Content for the benefit of anyone other than Customer; (ii) sell, resell, license, sublicense, distribute, make available, rent, or lease any Software or Content or include any Software or Content in a service bureau or outsourcing offering; (iii) use the Software or Content to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use the Software or Content to store or transmit Malicious Code; (v) interfere with or disrupt the integrity or performance of any Software or Content contained therein; (vi) attempt to gain unauthorized access to any Software or Content or any related systems or networks; (vii) permit direct or indirect access to or use of any Software or Content in a way that circumvents a contractual usage limit or in a manner that violates this Agreement; (viii) modify, copy, or create derivative works based on the Software or Content or any part, feature, function, or user interface thereof; (ix) frame or mirror any part of any Software or Content, other than framing on Customer's intranets or otherwise for Customer's internal business purposes; (x) access the Software for purposes of monitoring its availability, performance, or functionality or for any other benchmarking or competitive purposes; or (xi) disassemble, reverse engineer, or decompile the Software or Content, or access the Software or Content to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions, or graphics of the Software or Content, (3) copy any ideas, features, functions or graphics of the Software or Content, or (4) determine whether the Software or Content is within the scope of any patent.
- (c) **Removal of Content.** If VelocityEHS is required by a licensor to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, VelocityEHS may promptly remove such Content from the Software. Upon request from VelocityEHS, Customer will remove such Content from its systems.
- (d) **Restrictions.** Customer will (i) be responsible for its Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of the Data, the means by which Customer acquired its Data, and Customer's use of its Data with the Software, (iii) notify VelocityEHS of any such unauthorized access or use of the Software, (iv) use the Software only in accordance with this Agreement and all applicable laws and government regulations, and (v) comply with terms of service of any third-party applications and hardware with which Customer uses the Software. Customer is responsible for maintaining the confidentiality of Customer's and its Users' Credentials and account information, and Customer is responsible for all activities that occur under Customer's and its Users' Credentials or as a result of Customer or its Users' access to the Software. Customer will notify VelocityEHS immediately of any unauthorized use of Customer's or its Users' Credentials.
- (e) **Removal of Data.** VelocityEHS does not pre-screen or approve Data but reserves the right to remove Data that VelocityEHS believes to be infringing, offensive, objectionable, or illegal at its sole discretion and without liability to Customer or any other person or entity.
- (f) **Customer Responsibilities.** Customer is responsible for providing network termination for connectivity between Customer's local network(s) and the Software. Public bandwidth maintained by Customer will be of sufficient capacity for the Software's operation to Customer's



satisfaction. Customer has the sole responsibility for meeting the requirements and standards specified in the Documentation.

3. VELOCITYEHS RESPONSIBILITIES

- (a) **Services.** VelocityEHS will provide the Services described in a Customer Order Form, in accordance with the terms of this Agreement. VelocityEHS will provide standard support for the Software to Customer at no additional charge, as described in the Customer Order Form. Any upgraded or additional support services will be described in and purchased through a Customer Order Form.
- (b) **Service Commitment.** Unless otherwise agreed upon in a Customer Order Form, VelocityEHS makes a service commitment to Customer to use commercially reasonable efforts to maintain an average monthly Software availability no less than 99.9% per month, excluding: (i) planned downtime (of which VelocityEHS will endeavor to provide around two weeks advance electronic notice), and (ii) any unavailability caused by circumstances beyond VelocityEHS's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving VelocityEHS's employees), internet service provider failure or delay, any software or hardware not provided by VelocityEHS or its Affiliates, or denial of service attack.
- (c) **Service Maintenance.** During the Subscription period, VelocityEHS and its Affiliates will make available to Customer at no additional cost all updates, patches, and bug fixes with respect to the Software as may, from time to time, be developed and made generally available to VelocityEHS and its Affiliates' other customers of such Software under similar circumstances. All such updates, patches, and fixes will be deemed to constitute part of the applicable Software and will be subject to the terms of this Agreement.
- (d) **Changes to the Services.** During a Subscription period, VelocityEHS will not, except as expressly permitted under this Agreement, materially and significantly reduce or decrease the functionality and features of the applicable Software; provided, however, VelocityEHS expressly reserves the right to, at any time and from time to time, (i) without prior notice offer new, additional, or substitute products and services; and (ii) with reasonable prior notice, modify, amend, or discontinue offering all or any particular products or services to which Customer subscribes. In the event VelocityEHS discontinues any Services, VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term for such discontinued Services.
- (e) **Protection of Customer Data.** VelocityEHS will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of all Data. VelocityEHS will only use and disclose Data (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7(c) (Compelled Disclosure), and (c) as Customer expressly permits in writing. To the extent that VelocityEHS or its Affiliates process any Personal Data (as defined in VelocityEHS's [Data Processing Addendum](#), as revised from time to time, the "DPA") contained in the Data on Customer's behalf in order to provide the Services, the terms of the Data Processing Addendum will apply. The DPA is hereby incorporated by reference and the parties agree to comply with such terms. For the purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, Customer and Customer's applicable Affiliates are each the data exporter, and Customer's signing of an applicable Customer Order Form will be treated as signing of the Standard Contractual Clauses and their Appendices.



- (f) **VelocityEHS Personnel.** VelocityEHS will be responsible for the performance of its personnel (including VelocityEHS's employees and contractors) and their compliance with VelocityEHS's obligations under this Agreement.

4. COOPERATION

At all times during the term of this Agreement, Customer will: (i) promptly and fully cooperate with VelocityEHS and its Affiliates; (ii) promptly make competent, appropriately trained, and qualified personnel available to assist and answer questions as necessary and as reasonably requested by VelocityEHS or its Affiliates; (iii) respond promptly to any request from VelocityEHS to provide direction, approvals, authorizations, or decisions that are reasonably necessary to provide or perform the Services; (iv) provide such information as VelocityEHS may request in order to carry out the Services in a timely manner and ensure that it is complete and accurate in all material respects, and (v) with regard to select Professional Services, provide access to Customer's premises and facilities as requested by VelocityEHS as necessary to provide the Professional Services.

5. FEES AND PAYMENT

- (a) **Fees and Expenses.** Customer will promptly pay all fees associated with the Services, as set forth in the applicable Customer Order Forms (the "**Fees**"). Except as otherwise specified herein or in a Customer Order Form, (i) Fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription period. Unless otherwise agreed in advance in writing, out-of-scope services will be charged on a time and materials basis at VelocityEHS's then-applicable rates.

- (b) **Invoicing and Payment.** Customer is responsible for providing complete and accurate billing and contact information to VelocityEHS at the time of executing the Customer Order Form and for notifying VelocityEHS of any changes to such information over time. VelocityEHS will invoice Customer, or automatically charge the credit card specified by Customer, for such Fees in accordance with the terms of this Section 5. Invoiced charges are due as stated on the applicable Customer Order Form. Payments may be made via check, wire transfer, ACH/EFT deposit, or credit/debit card. If Customer provides credit or debit card information to VelocityEHS, Customer authorizes VelocityEHS to charge such credit or debit card in the amount(s) required for the Subscription period, including for any renewals (unless previously canceled). All invoices will be in U.S. currency unless otherwise noted in the Customer Order Form. Customer is responsible for any wire transfer fees and exchange rate losses for payments initiated in other currencies. Customer must report any errors or discrepancies in any invoice within 5 days after the date of such invoice or such invoice will be deemed correct and payable by Customer in accordance herewith.

- (c) **Suspension.** VelocityEHS may immediately suspend the Services in case of: (i) any outstanding undisputed invoice not being paid within 60 days from the invoice due date; (ii) VelocityEHS becoming aware of a claim that Customer's use of the Software violates any applicable law, rule, or regulation or infringes upon any third-party rights; (iii) Customer's use of the Software violating this Agreement or interfering with the normal operation of the Software; (iv) the security of the Software, the Data, or any User's Credentials being suspected of being compromised; (v) any event wherein VelocityEHS determines that suspension of the Software is needed to protect the integrity of the Software; (vi) any use of the Software is causing immediate, material, and ongoing



harm to VelocityEHS or others; or (vii) any event where VelocityEHS is entitled to terminate this Agreement for cause. In the event that VelocityEHS suspends Customer's access to the Services, VelocityEHS will use commercially reasonable efforts to limit the suspension to the offending portion of the Services and resolve the issues causing the suspension of the Services. Customer further agrees that VelocityEHS will not be liable to Customer nor to any third party for any suspension of the Services under such circumstances as described in this Section 5(c).

- (d) **Taxes.** The Fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with purchases hereunder. If VelocityEHS has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 5(d), VelocityEHS will invoice Customer and Customer will pay that amount unless Customer provides VelocityEHS with a valid tax exemption certificate authorized by the appropriate taxing authority. VelocityEHS will be solely responsible for taxes assessable against VelocityEHS based on its income, property, and employees.
- (e) **Future Functionality.** Customer agrees that its purchases under this Agreement are not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by VelocityEHS regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSES

- (a) **Ownership and Reservation Rights.** Subject to the limited rights expressly granted under this Agreement, VelocityEHS and its Affiliates, and Third-Party Content providers reserve all rights, titles, and interests in and to the Software and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer agrees not to use any of VelocityEHS or its Affiliates' trademarks without express written permission and advance approval of all materials intended to use the trademarks. Customer agrees not to remove, alter, or otherwise obscure any copyright or trademark notices or claims contained or displayed in connection with the Software or Content.
- (b) **License to Host Customer Data.** Customer grants VelocityEHS and its Affiliates a worldwide, limited-term license to host, copy, display and use the Data (i) as necessary to provide the Services under this Agreement, and (ii) in an anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software. Customer shall comply with all data privacy laws, including any and all obligations to obtain valid consent before collecting or processing any Personal Data. Where applicable, Customer shall be responsible for informing its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services, how such information or Personal Data will be used by Customer and VelocityEHS and obtaining any necessary consents for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services. Subject to the limited licenses granted herein, VelocityEHS acquires no right, title, or interest from Customer or Customer's licensors under this Agreement in or to any of the Data.
- (c) **Feedback.** Customer agrees that any feedback or suggestions Customer gives to VelocityEHS about the Services is voluntary and that VelocityEHS may use such feedback or suggestions in its sole discretion without any obligation or remuneration to Customer.
- (d) **Statistical Data.** VelocityEHS may collect aggregate and anonymous statistical data about the use of the Services ("**Statistical Data**"). VelocityEHS owns and retains all rights and title to the



Statistical Data, including the right to incorporate or otherwise use Statistical Data, which it may use for any lawful business purpose, and it retains all title to any suggestions, enhancement requests, recommendations, or other feedback for the improvement of the Software and Services.

7. CONFIDENTIALITY

- (a) **Definition of Confidential Information.** “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential, including, but not limited to, the terms and conditions of this Agreement and all Customer Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Customer’s Confidential Information includes, but it not limited to, the Data. VelocityEHS’s Confidential Information includes, but is not limited to, the Services. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is lawfully received without restriction from a third party, or (iv) was independently developed by the Receiving Party without knowledge or use of the Confidential Information.
- (b) **Confidentiality Responsibilities.** The Receiving Party will: (i) use the same degree of care that it uses to protect its own confidential information of like kind (but not less than reasonable care); (ii) not use any of the Disclosing Party’s Confidential Information for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to the Disclosing Party’s Confidential Information to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Customer Order Form to any third party other than its Affiliates, legal counsel, accountants, or any other person or entity that has, in Receiving Party’s discretion, a reasonable need to know such information (“**Representatives**”) without the Disclosing Party’s prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives’ compliance with this Section 7.
- (c) **Compelled Disclosure.** The Receiving Party may disclose Disclosing Party’s Confidential Information to the extent required by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s expense, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party and the Disclosing Party does not contest the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES, AND DISCLAIMERS

- (a) **Customer Representations and Warranties.** Customer represents and warrants that (i) Customer is financially solvent and has the requisite legal right, power, and authority to enter into this Agreement and to grant the rights Customer purports to grant hereunder and to perform



Customer's duties and fulfill Customer's obligations hereunder; (ii) all information and Data provided by or on behalf of Customer or any User in connection with this Agreement is and will be, accurate, complete, and correct in all material respects to the best of Customer's ability, knowledge, and belief; (iii) Customer shall comply with all data privacy laws, (iv) Customer shall inform its employees regarding what information and Personal Data is collected under this Agreement in connection with the Services; (v) Customer will notify its employees how information or Personal Data will be used by Customer and VelocityEHS; and (vi) Customer shall obtain any and all necessary consents in order for VelocityEHS and its Affiliates to host, copy, display, and use such Personal Data to provide the Services.

- (b) **VelocityEHS Warranties.** VelocityEHS warrants that (i) the Software will perform materially in accordance with the applicable Documentation, (ii) the Software and Content will not, to VelocityEHS's knowledge, contain Malicious Code, and (iii) the Professional Services will be performed in a workmanlike manner by qualified personnel. For any breach of an above warranty, Customer's exclusive remedy is to terminate the applicable Subscription and receive a pro-rata refund of any Fees paid for the then-current term of such Customer Order Form.
- (c) **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, (I) VELOCITYEHS MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN CONNECTION WITH THIS AGREEMENT; AND (II) THE SERVICES ARE PROVIDED ON AN "AS-IS" BASIS, WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. VELOCITYEHS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY SOFTWARE, CONTENT, DOCUMENTATION, OR OTHER MATERIALS PROVIDED BY VELOCITYEHS, ITS AFFILIATES, OR THEIR RESPECTIVE CONTRACTORS OR AGENTS ARE OR WILL NECESSARILY BE COMPLETELY ACCURATE, CURRENT, COMPLETE, CONTINUOUSLY AVAILABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH CUSTOMER MAY CHOOSE TO PUT THEM. VELOCITYEHS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES, OR THAT THE OPERATION AND USE OF THE SERVICES, WILL MEET CUSTOMER'S REQUIREMENTS; THAT USE OF THE SOFTWARE WILL BE ENTIRELY WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE; OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MIGHT NOT APPLY TO CUSTOMER.

9. INDEMNIFICATION

- (a) **Indemnification by VelocityEHS.** VelocityEHS will indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, or costs ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Claim**") that the Services as provided to Customer, or any use of the Services in accordance with this Agreement, infringe or misappropriate such third party's U.S. copyright or trade secret rights. If such a Claim is made, Customer will permit VelocityEHS, at VelocityEHS's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use the Services. If VelocityEHS determines that neither alternative is reasonably available, VelocityEHS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice, and refund Customer



any prepaid fees covering the remainder of the term of the terminated Customer Order Form. The indemnification and defense obligations of this Section 9(a) will not apply to the extent that the Claim arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; (B) modifications to the Software not made by VelocityEHS; (C) a Claim arising from a Service for which there is no charge; (D) a Claim arising from Data, Third-Party Content, or Customer's use of the Service in violation of this Agreement. This Section 9(a) states VelocityEHS's sole liability to Customer, and Customer's exclusive remedy against VelocityEHS, for any type of claim described in this Section.

- (b) **Indemnification by Customer.** Except as prohibited by law, Customer will indemnify, hold harmless, and, at VelocityEHS's option, defend VelocityEHS from and against any Losses resulting from any third-party Claim alleging or based on: (i) infringement or misappropriation of any third-party intellectual property right arising out of or resulting from the Data or any other materials provided by Customer (or Customer's use of such Data or other materials in connection with the Services); (ii) Customer's use of the Services in an unlawful manner or in violation of this Agreement and/or the Documentation; (iii) Customer's use of the Services in combination with data, software, hardware, equipment or technology not provided by VelocityEHS or authorized by VelocityEHS in writing; or (iv) modifications to the Software not made by VelocityEHS.
- (c) **Cooperation.** In the event of any occurrence which may constitute grounds for indemnification under this Section 9, the party seeking indemnification agrees: (i) to notify the other party promptly of any occurrence with respect to which indemnification is sought, provided that any delay shall only relieve the indemnifying party of its obligations hereunder to the extent that the defense of such claim is prejudiced by such delay; (ii) to cooperate with the indemnifying party in the defense of any Claim with respect to which indemnification is sought; (iii) to tender to the indemnifying party the right to assume and control the defense of any Claim with respect to which indemnification is being sought, provided that the indemnifying party may not settle a Claim unless it unconditionally releases the indemnified parties of all liability; and (iv) not to cause or contribute to any occurrence, nor to take any action, or fail to take any action, which causes, contributes to, or increases the indemnifying party's liability hereunder.

10. LIMITATION OF LIABILITY

- (a) **Limitation of Liability.** IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 5.
- (b) **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW



THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY.

- (c) **Exceptions to Limitations.** THE EXCLUSIONS AND LIMITATIONS IN SECTIONS 10(A) AND 10(B) WILL NOT APPLY TO: (I) EITHER PARTY'S BREACH OF CONFIDENTIALITY, (II) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (III) CUSTOMER'S VIOLATION OF SECTION 2 (USE OF THE SOFTWARE), OR (IV) CUSTOMER'S INFRINGEMENT OF VELOCITYEHS'S INTELLECTUAL PROPERTY.
- (d) **Disclaimer.** THE FOREGOING TERMS WITH RESPECT TO WARRANTIES, LIMITED REMEDIES, WARRANTY DISCLAIMER, AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VELOCITYEHS AND CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT VELOCITYEHS WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS.

11. TERM AND TERMINATION

- (a) **Term of Agreement.** This Agreement commences on the date Customer executes the first Customer Order Form and continues until either terminated in accordance with Section 11(c) or twelve months after all Services ordered hereunder have been provided, have expired, or have been terminated.
- (b) **Term of Purchased Subscriptions.** The applicable Customer Order Form will specify the term of each Subscription. Upon expiration of the then-current term, a Subscription will automatically renew for an additional one-year term unless either party has given the other party written notice of non-renewal at least 60 days prior to expiration. The fees applicable to any such renewal shall be as specified in the Customer Order Form unless VelocityEHS provides Customer notice of different pricing at least 75 days prior to expiration of the then-current term. Any renewal in which the quantities, coverage, or volumes that were previously used to determine pricing have decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.
- (c) **Termination.** A party may terminate this Agreement for cause (i) immediately upon notice in the event of the other party's material breach of this Agreement that remains uncured for 30 days following notice from the non-breaching party, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. Notwithstanding anything to the contrary in this Agreement, VelocityEHS may terminate this Agreement immediately with no opportunity for Customer to cure if Customer is in breach of Section 2(d) or Customer violates VelocityEHS's intellectual property rights in the Services. Upon termination or expiration of this Agreement for any reason, all rights and licenses granted to Customer to access and use the Services will automatically terminate and be revoked, and each party will promptly return or destroy, subject to the requirements of Section 11(e), all Confidential Information provided to it by the other party.
- (d) **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with Section 11(c) (Termination), VelocityEHS will refund Customer a pro-rata portion of any prepaid Fees covering the remainder of the term of all Customer Order Forms after the effective date of termination. If VelocityEHS terminates this Agreement in accordance with Section 11(c), VelocityEHS will invoice Customer for all unpaid Fees covering the remainder of the then-current terms of all Customer Order Forms. In no event will termination relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.



- (e) **Data Portability and Deletion.** If Customer has an account in good standing, and Customer makes a request prior to the effective date of termination or expiration of this Agreement, VelocityEHS will make the Data available to Customer for export or download as provided in the [VelocityEHS Data Return Policy](#). VelocityEHS will keep all Data available for export for 30 days after the termination date. After such 30-day period, VelocityEHS will have no obligation to maintain or provide any Data, except as required by applicable law.
- (f) **Surviving Provisions.** The termination of this Agreement will not relieve either party of any obligation or liability accrued prior to such termination and will not in any way affect the parties' obligations under Sections 2(c) (Removal of Content), 5 (Fees and Payment), 6 (Proprietary Rights and Licenses), 7 (Confidentiality), 8(c) (Disclaimer of Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11(d) (Refund or Payment Upon Termination), 11(e) (Data Portability and Deletion), 11(f) (Surviving Provisions), 12 (General Provisions), or any other obligations which are expressly stated herein to be continuing or are by their nature continuing.

12. GENERAL PROVISIONS

- (a) **Notices.** All notices and communications under this Agreement will be in writing and will be delivered in person, mailed (postage prepaid), or delivered by overnight express carrier, to the address of the parties listed on the applicable Customer Order Form. All notices sent as provided in this Section will be deemed received if personally delivered or faxed with confirmation of receipt, then on the date of receipt; or if sent by overnight express carrier, on the next business day immediately following the day sent; or if by mail, four days after depositing in the U.S. Mail. In addition to and notwithstanding the foregoing, VelocityEHS may also provide such notice and communications to Customer under this Agreement using the electronic e-mail addresses of the Customer contact listed on a Customer Order Form.
- (b) **Agreement to Governing Law and Jurisdiction.** This Agreement will be governed in all respects by the laws of the State of Delaware, USA, without regard to conflicts of laws rules. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Each party consents to the jurisdiction of the relevant court of Delaware, USA, for any legal action, suit, or proceeding arising under or relating to this Agreement and agrees that any such action, suit, or proceeding may be brought only in such courts. Each party further waives any objection to the laying of venue for any such suit, action, or proceeding in such courts or for the purpose of enforcing any such decisions or rulings.
- (c) **Attorneys' Fees.** In any arbitration, suit, action, or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and documented expenses of attorneys, accountants, and other professionals incurred in connection therewith.
- (d) **Export Compliance.** Each of Customer and VelocityEHS will at all times strictly comply with all applicable laws, rules, regulations, and governmental orders, now or hereafter in effect, relating to its performance of this Agreement. Each of Customer and VelocityEHS further agree to make, obtain, and maintain in force at all times during the term of this Agreement, all filings, registrations, reports, licenses, permits and authorizations required under applicable law, regulation or order in order for each party to perform its obligations under this Agreement. The Services, Content, other technology VelocityEHS makes available, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer



shall not permit Users to access or use any Services or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

- (e) **Anti-Corruption.** Each of Customer and VelocityEHS will comply fully with all applicable anti-corruption laws and regulations, including, for example, the United States Foreign Corrupt Practices Act, and any similar laws of any country in which each party operates.
- (f) **Entire Agreement.** This Agreement and any Customer Order Forms constitutes the entire agreement between VelocityEHS and Customer regarding Customer's use of the Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. Notwithstanding the foregoing, VelocityEHS may modify this Agreement at its discretion to address technological, operational, or regulatory changes affecting delivery of the Services; provided, that VelocityEHS must give Customer no less than 30 days' prior written notice of such modification. If Customer does not agree to such modified terms, Customer should discontinue its use of the Services. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Customer Order Forms) is for convenience only. Any conflict between this Agreement and any such document will be resolved in favor of this Agreement. In the event of any conflict between the applicable Customer Order Form and this Agreement, the applicable Customer Order Form will control.
- (g) **Assignment; Change in Control.** Customer may not assign any of its rights or obligations hereunder without VelocityEHS's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety (together with all then-existing Customer Order Forms), without the other party's consent in connection with a merger, acquisition, or sale of all or substantially all of its assets. If Customer is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of a direct competitor of VelocityEHS, then VelocityEHS may terminate this Agreement immediately upon written notice without any further liability. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.
- (h) **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- (i) **No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of the parties hereto. There are no third-party beneficiaries to this Agreement.
- (j) **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. The waiver of any default by either party will not be deemed a continuing waiver and will apply solely to the instance to which such waiver is directed.
- (k) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to applicable law, the parties agree that the provision will be deemed modified to the least extent necessary to make it enforceable, and all other provisions of this Agreement will remain unaffected.
- (l) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached this Agreement, for any delay or failure to perform its obligations under this Agreement resulting from acts or causes beyond its reasonable control, including without limitation, acts of



war, export regulations, third-party labor strikes, power failures, natural disasters, or other similar events (“**Force Majeure Events**”). In the event that either party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the party who has been so affected will promptly give notice to the other and will exercise all reasonable efforts to resume performance. The terms of this Section 12(l) will not apply to Customer’s obligation to pay for Services in accordance with Section 5.

- (m) **Marketing.** Customer hereby authorizes VelocityEHS to disclose that Customer is a customer of VelocityEHS and authorizes VelocityEHS to use Customer’s trademarks (including logos) in connection with such disclosures. VelocityEHS acknowledges and agrees that all proprietary, intellectual property, and any other rights in and to Customer’s name, logo, service marks, and/or trademarks are Customer’s sole and exclusive property.
- (n) **Federal Government End User Provisions.** In the event that the Software may be delivered to a federal government end user or for ultimate federal government use: VelocityEHS provides the Software solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with VelocityEHS to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- (o) **Counterparts.** If this Agreement is attached to a Customer Order Form that is being executed manually by the parties with handwritten signatures, then this Agreement may be executed in one or more counterparts, all of which together will constitute one original document. Counterparts may be delivered via facsimile or electronic mail (including pdf or an electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. If this document is a standalone electronic document having been referenced by URL, Customer acknowledges and agrees that it has read this document and agrees to its terms and conditions.

13. DEFINITIONS

Terms used in this Agreement with their initial letters capitalized have the meanings ascribed to them in this Section or where they are elsewhere defined in this Agreement. Any term defined in the singular will have the corresponding definition in the plural (and vice versa). As used in this Agreement:

- (a) “**Affiliate**” means, with respect to either party, any entity that directly or indirectly controls, or is controlled by, or is under common control with that party.
- (b) “**Agreement**” means this VelocityEHS Master Subscription & Services Agreement, together with all Customer Order Forms entered into hereunder.
- (c) “**Content**” means Documentation, Materials, and other information provided by VelocityEHS to Customer through the Services.
- (d) “**Credentials**” means the username, login ID, password, and similar credentials issued by VelocityEHS or created by Customer or a User, which enable access to the Services.



- (e) **“Customer”** means, in the case of an individual entering into this Agreement on his or her own behalf, such individual, or in the case of an individual entering into this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is entering into this Agreement and each of its Users.
- (f) **“Customer Order Form”** means Customer’s order for Services through an ordering document specifying the Subscription(s) and/or Professional Service(s) to be provided under this Agreement that is entered into between Customer, on the one hand, and VelocityEHS or any of its Affiliates, on the other hand, including any exhibits, schedules, addenda, and supplements thereto.
- (g) **“Data”** means any information, data, and/or files that Customer transmits, uploads, creates, or stores to or on the Software in connection with Customer’s use of the Software, including Personal Data.
- (h) **“Documentation”** means VelocityEHS’s online user guides, documentation, and help and training Materials that VelocityEHS provides or makes available to Customer, as updated by VelocityEHS from time to time.
- (i) **“Malicious Code”** means code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs.
- (j) **“Materials”** means web pages, data, messages, text, images, photographs, graphics, audio, video, podcasts, webcasts, documents, press releases, white papers, product data sheets, and all copyrightable works created by or delivered by VelocityEHS or its Affiliates in connection with this Agreement.
- (k) **“Personal Data”** means all personally identifiable information, including name, address, telephone number, e-mail address, account or policy information, about an identified or identifiable natural person.
- (l) **“Professional Services”** means any implementation, configuration, training, consulting, or other services ordered by Customer to be provided by VelocityEHS or its Affiliates under this Agreement.
- (m) **“Services”** means any Subscription(s) and/or Professional Services ordered by Customer and provided by VelocityEHS or its Affiliates under this Agreement.
- (n) **“Software”** means the software specified in the Customer Order Form that is made available to Customer by VelocityEHS during the applicable Subscription period, including the information and Content contained therein.
- (o) **“Subscription”** means Customer’s right to access VelocityEHS’s and its Affiliates’ online-hosted Software applications and certain related Software applications designed for installation on Customer’s and its Users’ computers and mobile devices and the information and Content contained therein, ordered by Customer and for a term specified in a Customer Order Form.
- (p) **“Third-Party Content”** means third-party information obtained by VelocityEHS and made available to Customer through the Services.
- (q) **“Users”** means individuals appointed by Customer to access and use the Software, which may include Customer’s officers, employees, consultants, and agents performing services for Customer or on Customer’s behalf.



Theresa Cummings, Community Development Specialist
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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Theresa Cummings, Community Development Specialist

DATE: January 25, 2024

RE: Community Development Block Grant (CDBG) Conflict of Interest Disclosure

Brett Weddell, elected Common Council Member, serves as Chair on Lacasa, Inc.'s Board of Directors. Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2023.

In the interest of full transparency, Brett is disclosing his service relative to Lacasa, noting that it is a volunteer position. Brett has agreed that in his role as a Council Member, he will recuse himself in all matters between the City CDBG program relative to Lacasa to avoid a perceived conflict of interest.

A public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually, as long as Mr. Weddell is serving in both capacities as council member and as a board member of Lacasa. This annual disclosure is to cover fiscal year 2024. The disclosure is attached, to be acknowledged by the Board of Public Works and Safety.

Suggested motion: To acknowledge the Uniform Conflict of Interest Disclosure.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Brett Weddell

2. **Title or Position With Governmental Entity:** Common Council Member

3. a. **Governmental Entity:** City of Goshen, Indiana

b. **County:** Elkhart

4. **This statement is submitted (check one):**

a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** LaCasa Inc.

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*

Lacasa Inc. is a sub-recipient of the Community Development Block Grant. Lacasa entered into agreements with the City of Goshen's CDBG program for three activities for program year 2023 (July 1, 2023 - June 30, 2024). The activities are Neighborhood Outreach, Owner Occupied Rehabilitation, and a Solar Improvement Project to Multi-Family Units. Brett Weddell serves as Chair of Lacasa's Board of Directors, which is a volunteer role with no financial interests or benefits.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

I, Brett Weddell, being Chairman of Lacasa's Board of Directors, a CDBG subrecipient and CBDO, could be seen as potentially benefiting from my position as an elected City Council member and/or Lacasa Inc. Board Member. Because of the perception of a conflict of interest and in the interest of full transparency, I am disclosing my interests relative to Lacasa, Inc. I will recuse myself from City Council matters involving Lacasa that are relative to the CDBG program to avoid any appearance of partiality and a potential conflict of interest.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

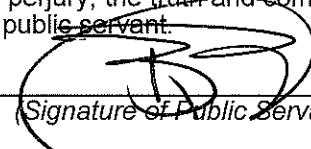
9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

1/25/2024

Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:  _____
(Signature of Public Servant)

Date: 01/19/2024 _____
(month, day, year)

Printed Name: Brett Weddell _____
(Please print legibly.)

Email Address: brettwedell@goshencity.com _____

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Theresa Cummings, Community Development Specialist

DATE: January 25, 2024

RE: Community Development Block Grant (CDBG) Conflict of Interest Disclosure

Megan Peel, elected City Council Member, is employed by Lacasa as their Development and Communications Manager. Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2023.

Megan has agreed that in her role as a Council Member, she will recuse herself in all matters relative to Lacasa to avoid a perceived conflict of interest.

A public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually, as long as Ms. Peel is serving in both capacities as council member and as an employee of Lacasa. This annual disclosure is to cover fiscal year 2024. The disclosure is attached, to be acknowledged by the Board of Public Works and Safety.

Suggested motion: To acknowledge the Conflict of Interest Disclosure.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Megan Peel

2. **Title or Position With Governmental Entity:** Common Council Member

3. a. **Governmental Entity:** City of Goshen

- b. **County:** Elkhart

4. **This statement is submitted (check one):**
 - a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Lacasa Inc.

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*
Lacasa Inc. is a sub-recipient of the Community Development Block Grant. Lacasa entered into agreements with the City of Goshen's CDBG program for three activities for program year 2023 (July 1, 2023 - June 30, 2024). The activities are Neighborhood Outreach, Owner Occupied Rehabilitation and a Solar Improvement Project to Multi-Family Units. Ms. Peel is an employee of Lacasa and serves in the role of Development & Communications Manager. We are requesting an annual exception for year 2024 and will renew annually.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

I, Megan Peel, being an employee of Lacasa, a CDBG subrecipient and CBDO, could be seen as potentially benefiting from my position as an elected City Council member and/or employee of Lacasa Inc. Because of the perception of a conflict of interest and in the interest of full transparency, I am disclosing my interests relative to Lacasa. Let it be known that my job at Lacasa is not in leadership nor in a decision making capacity and is independent from contracts and activities in relation to CDBG. Furthermore, in my duties as a council member, I will recuse myself from all matters involving Lacasa to avoid any appearance of partiality and a potential conflict of interest.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

1/25/2024
Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: Megan Peel
(Signature of Public Servant)

Date: 1/11/2024
(month, day, year)

Printed Name: Megan Peel
(Please print legibly.)

Email Address: megan.peel@lacasainc.net

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN
 308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
 waterseweroffice@goshencity.com • www.goshenindiana.org

January 25th, 2024

To the Board of Public Works and Public Safety and Stormwater Board:
 As per Ordinance No. 4531, the Board of Public Works and Safety and Stormwater Board is to annually review the Residential Water and Sewer Line Maintenance Repair Fund balances and decide on how the \$1.10 one dollar and ten cent repair fee is to be divided and assessed per the monthly water and sewer bills.

The total expenditure in **2023** was **\$77,439.23** for sewer.

Sewer Repair Fund			
Year	Claims	Balance Year End	Assessment per Sewer Bill
2007	\$15,400.40	\$87,227.12	\$0.70
2008	\$11,333.79	\$153,559.95	\$0.70
2009	\$25,368.83	\$151,593.93	\$0.20
2010	\$17,418.84	\$136,394.38	\$0.00
2011	\$74,386.98	\$78,316.97	\$0.00
2012	\$19,907.18	\$89,962.79	\$0.50
2013	\$6,274.14	\$111,871.46	\$0.30
2014	\$46,081.22	\$90,185.23	\$0.10
2015	\$41,852.98	\$70,802.22	\$0.45
2016	\$16,608.44	\$94,239.47	\$0.45
2017	\$74,303.86	\$57,285.97	\$0.35
2018	\$46,206.69	\$63,737.88	\$0.55
2019	\$105,322.53	\$19,109.39	\$0.30
2020	\$37,891.34	\$41,533.86	\$0.60
2021	\$18,421.43	\$44,937.32	\$0.20
2022	\$78,412.05	\$19,262.29	\$0.70
2023	\$77,439.23	\$23,136.86	\$0.70

Sewer Repair Fee

Beginning Bal: \$19,262.29
 Ending Bal (12/31/23) \$23,136.85

Collected \$81,313.79 (includes \$350.00 deductible x 10) *total 1.10 has been collected on utility bills since 8/2023

2023- Claims Pd: \$77,439.23/12 Average of \$6,453.26 p/month
 2022- Claims Pd: \$78,154.10/12 Average of \$6,512.84 p/month
 2021 Claims Pd: \$18,421.43/12 Average of \$1,535.11 p/month
 2020 Claims Pd: \$37,891.44/12 Average of \$3,157.62 p/month



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 waterseweroffice@goshencity.com • www.goshenindiana.org

The total expenditure in **2023** was **\$68,113.57** for water.

Water Repair Fund			
Year	Claims	Balance Year End	Assessment per Water Bill
2009	\$10,002.11	\$9,823.30	\$0.50
2010	\$21,060.54	\$43,785.20	\$0.70
2011	\$32,050.71	\$64,731.03	\$0.70
2012	\$21,814.07	\$69,883.58	\$0.20
2013	\$15,041.79	\$89,836.71	\$0.40
2014	\$37,187.38	\$117,183.56	\$0.60
2015	\$33,903.39	\$93,912.84	\$0.25
2016	\$20,969.69	\$94,603.17	\$0.25
2017	\$40,107.06	\$85,849.13	\$0.35
2018	\$47,435.98	\$52,972.17	\$0.15
2019	\$59,240.78	\$29,935.90	\$0.40
2020	\$34,052.56	\$9,130.20	\$0.10
2021	\$27,546.38	\$20,043.75	\$0.50
2022	\$38,198.25	\$38,644.52	\$0.40
2023	\$68,113.57	-\$3,431.60	\$0.40

Water Repair Fee:

Beginning Bal: \$38,644.52

Ending Bal (12/31/23): \$8,568.40 (INCLUDES THE \$12,000 FUNDS TRANSFER **Technically in the negative -\$3,431.60**)

Collected: \$26,037.45 *has not been funded since August 2023- all funding moved to Sewer

2023- Claims Pd: \$68,113.57/12 Average of \$5,676.13 p/month

2022- Claims Pd: \$37,383.98/12 Average of \$3,115.33 p/month

2021 Claims Pd: \$27,546.38/12 Average of \$2,295.53 p/month

2020 Claims Pd: \$34,052.56/12 Average of \$2,837.71 p/month



**Kent Holdren, Superintendent
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Based on the attached expenditure and yearend balance information, it is the Water Department Superintendent's recommendation that **\$0.40 cents** be allocated to the Water Fund and **\$0.70 cents** be allocated to the Sewer Fund in 2024.

Regards,

Marvin Shepherd
Superintendent
Goshen Water and Sewer Collections

Motion to approve the recommendation of the Goshen Utility Department to allocate 0.40 cents to the Water Maintenance Fund and 0.70 cents to the Sewer Maintenance Fund for the 2024 billing year.



**Engineering Department
CITY OF GOSHEN**

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

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **RAILROAD QUIET ZONE DELEGATION
(JN: 2009-0046)**

DATE: 01.22.24

The City of Goshen has worked on the implementation of a quiet zone along the Marion Line railroad tracks for many years. With a new application being submitted to the Federal Railroad Administration (FRA), the City will need Elkhart County to delegate responsibility for the FRA quiet zone application and improvements necessary at the County Road 42 Marion Line railroad crossing. The attached paperwork is in suitable format for the FRA; therefore, Goshen Engineering requests the board authorize Mayor Leichty to sign the delegation letter as the delegatee.

Requested Motion: Move to authorized Mayor Leichty to sign the County Road 42 Marion Line railroad crossing delegation letter as the delegatee, which with the County's signature will allow the City to file the FRA quiet zone application.



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engineering@goshencity.com • www.goshenindiana.org

January 22, 2024

Charles McKenzie
Elkhart County Highway Engineer
610 Steury Avenue
Goshen, Indiana 46528

**RE: City of Goshen (JN: 2009-0046)
Marion Branch Quiet Zone, Delegation Letter
County Road 42 (DOT #: 533515K)**

Dear Mr. McKenzie:

The City of Goshen is working to establish a quiet zone on the Marion Branch starting from Washington Street and ending at County Road 42. Since this quiet zone includes a public highway-rail crossing under the authority and control of more than one public authority, both public authorities must agree to the establishment of the quiet zone.

Pursuant to 49 CFR Part 222.37, Elkhart County agrees to delegate public authority to the City of Goshen, IN to take all actions to establish the quiet zone along the Marion Branch, of which, includes County Road 42 (DOT# 533515K).

Through duly authorized representatives, Elkhart County and the City of Goshen agree to the delegation of authority by their respective signatures dated below.

Gina Leichy - Mayor
City of Goshen

Date

Bradley D. Rogers – President
Elkhart County Commissioner

Date

49 CFR § 222.37 – Who may establish a quiet zone?

- (a) A public authority may establish quiet zones that are consistent with the provisions of this part. If a proposed quiet zone includes public highway-rail grade crossings under the authority and control of more than one public authority (such as a count road and State highway crossing the railroad tracks at different crossings), both public authorities must agree to establishment of the quiet zone, and must jointly, or by delegation provided to one of the authorities, take such actions as are required by this part.
- (b) A public authority may establish quiet zones irrespective of State laws covering the subject matter of sounding or silencing locomotive horns at public highway-rail grade crossings. Nothing in this part, however, is meant to affect any other applicable role of State agencies or the Federal Highway Administration in decisions regarding funding or construction priorities for grade crossing safety projects, selection of traffic control devices, or engineering standards for roadways or traffic control devices.
- (c) A State agency may provide administrative and technical services to public authorities by advising them, acting on their behalf, or acting as a central contact point in dealing with FRA; however, any public authority eligible to establish a quiet zone under this part may do so.

Regards,

CITY OF GOSHEN



Dustin K. Sailor, P.E. (IN, MI)
Director of Public Works and Utilities

Cc:



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **COMMUNITY CROSSINGS MATCHING GRANT 2024-1 FINANCIAL
COMMITMENT LETTER (JN: 2021-0023)**

DATE: January 25, 2024

The City of Goshen is preparing to apply for the Community Crossings Matching Grant Fund through INDOT in which we can be awarded up to \$1,500,000. In order to be eligible for application, a Financial Commitment Letter must be signed by Mayor Gina Leichty and submitted during time of application stating that Goshen will meet the financial match requested in the amount of \$1,500,000.

Requested Motion: Move to approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT during CCMG application.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



GINA M. LEICHTY

Mayor of **Goshen, Indiana**

City Hall • 202 South Fifth Street, Suite 1 • Goshen, IN 46528-3714

mayor@goshencity.com • goshenindiana.org

(574) 533-9322

January 25, 2024

Kathy Eaton-McKalip
Director of Local Programs
100 N. Senate Ave.
Indianapolis, IN 46204

**RE: COMMUNITY CROSSINGS MATCHING GRANT FUND 2024-1 FINANCIAL COMMITMENT
CITY OF GOSHEN (JN: 2021-0023)**

Dear Mrs. McKalip,

This letter confirms the City of Goshen's financial commitment for our Community Crossings application. We plan to utilize funding from an approved source in order to provide the local match for the projects. We expect the estimated total cost of construction for application #13259 to be \$3,047,588.91. We expect our local share of the costs for application #13259 to be \$1,500,000.00, and we have the local funding available to provide this match.

Sincerely,

Gina M. Leichty
Mayor of the City of Goshen



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **BLUECONDUIT CONSULTING SERVICES AGREEMENT
JN: 2023-0027**

DATE: January 25, 2024

Approval is sought for an expenditure of \$51,000 for Consulting and Predictive Computer Modeling support from **Abernethy Schwartz Partners LLC dba BlueConduit** toward our effort to request a \$300,000 Tier III grant for developing our Lead Service Line inventory.

Requested Motion: **Approve the attached agreement with BlueConduit for \$51,000 of Consulting Services and Predictive Modeling. This modeling will help identify probable locations of Lead Service Lines, minimizing the number of physical surveys required to complete our Lead Service Line Inventory. We believe the modeling will also increase our chances of obtaining State grant funding for up to \$300,000 for our lead service line inventory.**

**AGREEMENT WITH ABERNETHY SCHWARTZ PARTNERS LLC DBA
BLUECONDUIT FOR CONSULTING SERVICES FOR THE LEAD SERVICE
LINE INVENTORY PROJECT.**

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Abernethy Schwartz Partners LLC dba BlueConduit** (“Consultant”), whose mailing address is 2531 Jackson Ave, #337, Ann Arbor, Michigan 48103, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Consultant shall provide City the services for the consulting services for the Lead Service Line Inventory Project, which services are more particularly described in Consultant’s December 7, 2023 proposal attached as Exhibit A incorporated and made a part of this agreement. (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) This agreement shall be effective for a period of twelve (12) months from date of execution.

Consultant shall commence the Duties as soon as practical after receiving a notice to proceed from City.

- (C) The agreement may be renewed under the same terms and conditions by written amendment of both parties. Either party may provide the other party written notice at least thirty (30) days before the expiration of the original term if either party desires to extend the agreement. The term of the renewal shall not be longer than the term of the original agreement.

Section 3. Compensation

- (A) City agrees to compensate Consultant the sum of Fifty-One Thousand Dollars (\$51,000) for performing all Duties. An estimated billing schedule is attached as Exhibit B.
- (B) Should City decide to renew this agreement for ongoing services, City agrees to compensate Consultant the sum of Nineteen Thousand Dollars (\$19,000) each year of renewal.

Section 4. Payment

- (A) City shall pay Consultant for Duties satisfactorily completed under this agreement.

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

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 7. 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.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms,

conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor 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, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 12. 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 or injuries arising out of any gross negligent act by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any gross negligent act in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Insurance

- (A) Prior to commencing work, the 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 aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 14. Force Majeure

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

Section 15. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure.

If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred, limited to any amounts paid under this agreement to the Contractor during the prior 12 months.

- (C) Contractor may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 16. Termination

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

Section 17. Notice

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

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

Contractor: Abernethy Schwartz Partners, LLC
dba BlueConduit
2531 Jackson Ave, #337
Ann Arbor, MI 48103

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

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

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

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

BlueConduit

Gina Leichty, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A



BlueConduit

PROPOSAL FOR
City of Goshen, IN

Machine Learning Platform-as-a-Service

Smart SLM Inventory

December 7, 2023

BlueConduit
2531 Jackson Ave, #337
Ann Arbor MI 48103

blueconduit.com



Statement of Work

Machine Learning Platform-as-a-Service

Base Project Term: 12 months

Task 1: Project Startup

1.1 Project Initiation Meeting

- ⇒ BlueConduit will conduct a virtual project kickoff meeting in coordination with Goshen to introduce our project team, establish lines of communication, set mutual project expectations, and review the scope of services and project schedule. All staff involved in LCRR compliance preparation will be encouraged to attend the Kickoff Meeting.

1.2 Machine Learning Platform - Backend Infrastructure, Tools and Environment Setup

- ⇒ BlueConduit will set up the backend machine learning platform environment for the Goshen project.

1.3 Project Plan for IDEM Approval

Task 2: Implementation

2.1 Installation and Configuration: BlueConduit powered by Esri LSLI

- ⇒ BlueConduit will coordinate with Goshen to install a routine that adds BlueConduit's table schema, applications and dashboards to the ESRI inventory.

Task 3: Machine Learning Platform-as-a-Service

3.1 Data Ingestion into BlueConduit Machine Learning Platform

- ⇒ BlueConduit will utilize direct integration with Esri LSLI to ingest existing City data.

3.2 Data Science Analysis - Phase 1

- ⇒ BlueConduit's Data Scientists will perform preliminary analysis of existing data to evaluate for quality and verified sample representation.

3.3 Data Gap Observations and Recommendations

- ⇒ BlueConduit will provide a summary of its data assessment and present any gaps and recommendations to be addressed for the purpose of supporting the BlueConduit machine learning process.

3.4 Recommended Inspection List(s)

- ⇒ Upon receipt of any additional requested data or feedback, if needed, BlueConduit will generate an initial batch list of targeted locations to conduct initial inspections to verify the public and private side service line materials. **(100-150 locations).**
 - BlueConduit's recommended inspection list is based on the quality of verified data provided. If there aren't enough verified lines in a representative sample, BlueConduit will generate a targeted list of lines for the City to inform the initial inspections. Those results will shore up the baseline data for the development of the statistical model.

- BlueConduit will issue subsequent inspection recommendations as needed to refine material predictions for the duration of the contract agreement.
- Inspection Lists(s) will be delivered through the BlueConduit-Esri Inspection Manager and can be exported in .csv format.
- **Goshen** will assume any property inspection and physical validation costs.

3.5 Data Ingestion of Recommended Inspections

- ⇒ As a product of the targeted inspection effort, BlueConduit will utilize direct integration with Esri LSLI to ingest the newly collected verified service line material data.

3.6 Data Science Analysis - Phase 2

- ⇒ BlueConduit's Data Scientists will perform analysis of updated data for the purpose of training the machine learning algorithm and producing service line material predictions.

3.7 First Iteration of Predictive Model

- ⇒ BlueConduit will deliver the first iteration of the predictive model, which will include address-level material predictions (public and private side) that indicate the likelihood of lead (LSL, GRR, Lead Goosenecks) vs non-lead (safe materials) for each unknown service line.
- ⇒ Predictions will be delivered to the Esri LSLI Inventory Data Layer and can be exported in .csv format.
- ⇒ BlueConduit will host a virtual meeting(s) with Arcadis/Goshen to review model results and performance metrics as needed.

3.8 BlueConduit Powered by Esri LSLI Dashboard

- ⇒ BlueConduit will update the predictions dashboard to represent both verified materials and predictions.

Task 4: Updated Predictions and Continuous Validation

4.1 Data Ingestion of Ongoing Inspections/Replacements

- ⇒ As a product of ongoing field inspections and replacements, BlueConduit will utilize direct integration with Esri LSLI to ingest newly collected verified service line material data for the duration of the defined agreement.

4.2 Ongoing Data Science Analysis (2nd iteration and beyond)

- ⇒ BlueConduit's Data Scientists will perform analysis of newly integrated data for the purpose of re-training the machine learning algorithm and refining service line material predictions for the duration of the defined agreement.

4.3 Ongoing Updates to Service Line Material Predictions (2nd iteration and beyond)

- ⇒ BlueConduit will continuously update material predictions at a frequency determined in coordination with Goshen based on the availability of newly collected data for the duration of the contract agreement.

Task 5: LCRR Compliance

5.1 Statistical Analysis Report

- ⇒ BlueConduit will prepare a detailed report summarizing our methodology, data inputs, model performance and results of our analysis and predictions as necessary for IDEM compliance.

- ⇒ BlueConduit will host a virtual meeting(s) with Goshen and IDEM to review model results and performance metrics as needed.

Esri ArcGIS Collaboration

BlueConduit Smart SLM Inventory Experience

BlueConduit is partnered with Esri to deliver a best-in-class, GIS-based Lead Service Line Inventory software solution. By combining the Esri ArcGIS Online technical architecture with BlueConduit’s robust data analytics, service line inventory management and compliance is simplified and efficient.

Our predictive model and machine learning capabilities are seamlessly integrated with the Esri Lead Service Line Inventory Solution, which features eleven applications that provide each key user with targeted functionality and can be deployed *free of charge* for existing Esri customers.

BlueConduit has also expanded the base Esri LSLI functionality with a customized experience, including a user-friendly Inspection Manager and Predictions Dashboard.

This solution requires Goshen to retain an active ArcGIS Online environment and utilizes existing Esri licensing to deploy and use the configured solution, including allocating user licenses (viewer, editor, mobile worker) for all staff and/or contractors to view and edit the LSLI data.

Features:

- BlueConduit Data Analytics for Smart SLM Inventory
- SLM Inventory Data Management in Esri GIS
- Service Line Inventory Project Map (Hosted by Client)
- Public-Facing Inventory Map (Hosted by Client)
- Configurable Dashboards
- Address-level Material Predictions (Public and Private Sides)
- Up-to-date inventory with two views displayed on the map: verified materials and predictions
- Ability to collect and record physical verifications using Esri field-based apps, where saved inspection records are automatically linked to the inventory table
- Ability to integrate Water Service Line Material Survey for customer self-reporting

Mapping Technicians

- Lead Service Line Inventory
- Lead Service Line Editor

Mobile Workers

- Lead Service Line Field Map

Office Staff

- Lead Service Line Viewer

Engineers

- Lead Service Line Replacement Manager



Managers

- Lead Service Line Dashboard
- Service Line Self-Assessment Manager
- Service Line Self-Assessment Dashboard

Public

- Lead-Safe Community Site
- Lead Service Line Public Viewer
- Water Service Line Material Survey

BlueConduit Inspection Manager - BlueConduit configured Esri experience integrated with Esri LSLI, hosted in the Client's ArcGIS Online Environment. BlueConduit will deliver recommended inspection location list(s) directly to the Inspection Manager. Users can view recommended inspection locations in map or table format. Users can select a service line point to update attributes and/or inspection information in the web. Lists can be exported in .csv format

BlueConduit Prediction Dashboard(s) - BlueConduit configured Esri experience integrated with Esri LSLI, hosted in the Client's ArcGIS Online Environment. BlueConduit will deliver Address-level material predictions directly to the Esri LSLI, with a custom table schema and symbology to track and visualize public side, private side, and gooseneck material predictions. Utility staff can zoom in to parcel level or search for an address/asset ID. Also viewable in table format and can be exported in .csv.

Verified Inventory Layer:

Predictions Layer:

Esri LSLI Project Workflow Summary

This high-level overview summarizes the workflow expectations defined by the BlueConduit project scope. We recognize that Goshen may have already completed some of these initial steps to launch the use of Esri's Lead Service Line Inventory solution.

Please note: BlueConduit's integrates with a feature service in ArcGIS Online. If the inventory source of truth exists in an on-prem deployment of ArcGIS, the City would be responsible for syncing inventory data to a location in ArcGIS Online, as well as pulling the BC prediction results from that ArcGIS Online location back to an on-prem server if desired.

1. Goshen will collect, organize, review, and prepare available data for the service line material inventory.
 - a. BlueConduit recommends organizing data aligned to the [EPA Inventory Template Schema](#) for easy loading into the Esri LSLI.
2. Goshen will deploy and host the free version of the Esri LSLI Solution Version 3.0 or higher in their ArcGIS Online (AGOL) account.
3. BlueConduit will coordinate with Goshen to install a routine that adds our custom schema, dashboards and applications to the Esri LSLI Solution. Additional columns will be appended to the LSLI data table.
 - a. Goshen will provide BlueConduit with read/write access to ESRI LSLI Solution Inventory Data Layer.
 - b. Goshen will allocate a (temporary) creator license for configuration and deployment of BlueConduit - Esri Application Experience.
4. Goshen will load collected data into the Esri LSLI Application and notify BlueConduit when completed.
5. BlueConduit will utilize the direct interface with Esri to pull the data into the BlueConduit machine learning platform to perform phase 1 of data analysis.
6. If needed, BlueConduit will produce the initial batch of targeted locations for Goshen to complete physical verification (100-150 locations), which will be statistically representative of the entire system.
 - a. BlueConduit estimates that up to ~400 total will yield sufficient results to develop the predictive model.
 - b. Recommended Inspection locations will be delivered directly to the Esri LSLI data table; visible in the BlueConduit Inspection Manager and can be exported in .csv format.
7. Goshen performs physical verifications and logs results using Esri LSL Field Map App, where saved inspection records are automatically synced to the project's inventory table.
 - a. If Goshen uses an alternative field data collection tool/method, Goshen must load the updated material data into the Esri LSLI for ingestion by BlueConduit.
8. BlueConduit will utilize the direct interface with Esri to pull the newly verified data into the BlueConduit machine learning platform to perform phase 2 of data analysis.
9. BlueConduit will generate the 1st iteration of address-level predictions and deliver directly into the Esri LSLI.
10. BlueConduit will update the LSLI dashboard, reflecting verified service line materials and predictions.
11. Goshen will perform ongoing field-based inspections and replacements and log/load data results accordingly.
12. As ongoing inspections and/or replacements have been performed, the newly updated material data will be ingested and analyzed by BlueConduit.

13. Service line material predictions will automatically be updated at a frequency determined between BlueConduit and Goshen based on availability of newly collected data for the duration of the contract agreement.

Pricing Summary

BlueConduit Machine Learning Platform-as-a-Service (Year 1 - Fixed Fee)	\$51,000.00
Project Management/Meetings	
Deployment: BlueConduit powered by Esri LSLI	
Data Ingestion into BlueConduit Machine Learning Platform	
Data Science Validation and Analysis	
Data Gap Observations and Recommendations	
Configuration of BlueConduit LSLI Dashboard (Verified and Predictions)	
BlueConduit Machine Learning	
BlueConduit - Esri Integration	
Recommended Inspection List(s)	
SLM Predictions per Service Line (Public and Private) - Unlimited Updates	
Statistical Analysis Report	
Project Total	\$51,000.00
Machine Learning Platform-as-a-Service Renewal - Year 2	\$19,000.00

Pricing – Key Assumptions

1. ~12,000 SL's
2. Base Project TimeFrame: Contract Signing +12 months.
3. The City will prepare the preliminary inventory data set and load the data into the Esri LSLI Inventory App.
4. Project Total will be invoiced within 10 days of contract signing and subject to NET45 payment terms.
 - a. Includes all services and deliverables as outlined in the enclosed SOW for 12 months.
5. The City is required to utilize existing Esri licensing to deploy and use the configured solution, including allocating user licenses (viewer, editor, mobile worker) for all staff and/or contractors to view and edit the LSLI data.
6. Optional renewal in subsequent years provides ongoing access to the integrated BlueConduit solution, including data science analysis, automatic updates to material predictions and replacement prioritization.

Deliverables Summary

1. **Machine Learning Project Plan for IDEM** - BlueConduit will prepare a project plan to be submitted to IDEM for review and approval. The project plan will outline the proposed methodology and approach, as well as recommendations for applying the predictive model results for material classification.
2. **BlueConduit - Esri LSLI App Configuration:** BlueConduit schema, applications and dashboards deployed to the Esri LSL Inventory.
3. **Recommended Inspection Lists(s):** After evaluation of existing SLM Inventory data, if needed, BlueConduit will generate an initial batch list of targeted locations to conduct initial inspections to verify the public and private side service line materials. **(100-150 locations).**
 - ⇒ BlueConduit's recommended inspection list is based on the quality of verified data provided. If there aren't enough verified lines in a representative sample, BlueConduit will generate a targeted list of lines for the Utility to inform the initial inspections. Those results will shore up the baseline data for the development of the statistical model.
 - ⇒ If the initial batch of inspections does not provide a sufficient increase in the baseline data, BlueConduit will issue a second batch of targeted inspections. We estimate that up to ~400 total inspections may be needed and can be provided in subsequent batches of 50-100 locations each.
 - ⇒ Recommended Inspection locations will be delivered directly to the Esri LSLI data table; visible in the BlueConduit Inspection Manager and can be exported in .csv format.
 - ⇒ Total physical verifications required to support the predictive modeling process for material classification will depend on the final IDEM approval.
 - ⇒ **The City of Goshen** will assume any property inspection and physical validation costs.
4. **BlueConduit Machine Learning Platform-as-Service - Service Line Predictions**
 - ⇒ First Iteration: Address-level material predictions (public and private side) that indicate the likelihood of lead (LSL, GRR, Lead Goosenecks) vs non-lead (safe materials) for each unknown service line.
 - ⇒ Access to ongoing updated address-level material predictions (public and private side) that indicate the likelihood of lead (LSL, GRR, Lead Goosenecks) vs non-lead (safe materials) for each unknown service line in the distribution system for the duration of the contract agreement.
 - ⇒ Predictions will be delivered to the Esri LSLI Inventory Data Layer and can be exported in .csv format.
5. **BlueConduit Powered by Esri LSLI Dashboard (Verified Materials and Predictions)**
6. **Statistical Analysis Report**

Machine Learning Methodology and Approach

BlueConduit's machine learning methodology and approach is aligned with the guiding [Principles of Data Science for Lead Service Line Inventories and Replacement Programs](#) and in accordance with the [EPA Guidance for Developing and Maintaining a Service Line Inventory](#). BlueConduit also adheres to specific state-level guidance and compliance requirements as applicable to the geographic location of the project.

An accurate service line materials inventory is the foundation of the Lead and Copper Rule Revisions (LCRR). BlueConduit will work with the Utility's existing data to develop its service line material inventory. BlueConduit's methodology produces a full SLM inventory for all line segments (public and private.) The SLM Inventory will display the presence of known materials and predict likely locations of lead service lines, galvanized steel/iron pipes with or without lead goosenecks, and the remaining materials used in the water system. BlueConduit understands the resource constraints of water utilities and that limited funding and time prohibits the ability to physically inspect service line materials at every address. Our Data Scientists will recommend a targeted inspection list for physical verification to determine the location of lead service lines or galvanized steel pipes with lead goosenecks. The verified service line material data collected from these verification inspections provides essential information to support the BlueConduit predictive model and improve overall model performance. The process is iterative and improves with continued data validation.



Data Sources

To develop a full-service line material inventory, the Utility needs to collect and organize its existing system data and identify its gaps. This requires the Utility to find, organize, analyze, and document existing data sources (structure age, historical records, permit records, etc.) and understand how existing data patterns inform lead service line

locations across a large, varied service area. BlueConduit's approach streamlines this process and takes the guesswork out of data analysis.

In developing a comprehensive inventory, BlueConduit analyzes data that can be classified as service lines of "known" materials. This involves reviewing verified service line material records, building codes, city ordinances about banned service line materials, and investigating other sources that provide certainty about pipe materials in the system. This initial step provides a baseline for the inventory and helps set the strategy for reducing "unknowns" for locations where pipe material is not known with high degrees of certainty.

BlueConduit will request information from the Utility to begin the statistical analysis and predictive modeling process.

High-value data sources that are commonly used in an SLM Inventory project include:

- Recently Verified Service Line Material Records (both public and private-side)
- Historical Water Service Line Material Records (both public and private-side)
- Information on service line cards, which are primarily incomplete but could have any of the following information on them:
 - Main size
 - Service line size
 - Service line materials
 - Customer account
- Records of previous materials for service line replacements performed over the last two years. (Earlier replacements do not indicate the date of replacement or material.)
- Water main age (this information is the best beginning in the 1950s)
- Historical water service line maps
- Taxable Parcel Records (year built, land size, value, zoning, etc.)
- Construction records (if available)
- Water Account Billing information (if available)
- Water Sampling Test Results (if available)
- Water Main Size and Material (if available)
- Census Data (if available)
- Fire Hydrant Locations and Attributes (if available)
- List of daycare and school facilities and their previous testing records

Required Data Fields

Verified Service Line Material records and Historical Service Line Material records are absolutely essential to our work. Using ESRI's Lead Service Line Inventory Solution Version 3.0 or higher, BlueConduit recommends organizing and loading available data as it relates to the required fields in the designated State Agency or [EPA Service Line Inventory Template](#). BlueConduit will ingest these data points via direct connection with Esri's Lead Service Line Inventory Solution.

The predictive model requires, at a minimum, the following fields:

- Public Water System ID (PWS ID) Number associated with the service line
- Unique service line ID
- Street address
- Utility side service line material information and replacement data (unknown permitted)
- Customer side service line material information and replacement data (unknown permitted)

Field	Status	Empty Values
Public Water System Number (PWSID)	Required	Not Permitted
Unique Service Line ID	Required	Not Permitted
Street Address	Required	Not Permitted
Geometry (Parcel, Service Point Asset)	Required (if available)	Permitted
Public Side - Service Line Material	Required (if available)	Permitted
Public Side - Replaced (Y/N)	Required (if available)	Permitted
Public Side - Install/Replacement Date	Nice to have	Permitted
Public Side - Basis of classification	Nice to have	Permitted
Private Side - Service Line Material	Required (if available)	Permitted
Private Side - Replaced (Y/N)	Required (if available)	Permitted
Private Side - Basis of classification	Nice to have	Permitted
Private Side - Service Line Material	Nice to have	Permitted
Lead connector?	Nice to have	Permitted
Lead solder?	Nice to have	Permitted

BlueConduit uses available data inputs to move "unknown" data points to high-probability data points, reducing uncertainty.

Recognizing that all requested information might not be available or accessible in all locations, BlueConduit's data scientists can work with the available data to develop the service line inventory. The data science team works closely with the Utility to train their team on using the platform and the model and reduce communication errors.

BlueConduit's data scientists search for other parcel-level datasets that could provide insights into service line materials. In other communities, BlueConduit has found that the age of the nearest fire hydrant helped predict service line material; the machine learning model can process datasets and identify patterns to determine which data is most useful in each geography. Only data about parcels and infrastructure will be collected. No personally identifiable or health information will be collected or stored.

Recommended Inspections

Generating an estimate of the total number of lead service lines in a system or the material at any given address will use information from previously verified service line materials to estimate the materials at service lines of unknown material. The accepted best practice in statistics to be able to make these kinds of estimates is gathering verified service line material data at a random set of homes where the service line material is unknown. Statistically, only such a representative set of verified service points will truly reflect the whole system. This representative randomized sample is critical for understanding the entire system's likely materials.

After preliminary evaluation of the quantity and quality of existing verified data, BlueConduit will generate a targeted list of service lines for the Utility to visually inspect and confirm the existing service line material. This verified data will be used to inform and train BlueConduit's predictive model. The number of homes included in the Recommended Inspection List will depend on factors determined by BlueConduit and the Utility.

BlueConduit estimates that up to 1% of the system's service lines may require visual inspections to reconcile uncertainty. The specific number will be based on BlueConduit's initial analysis and developed in collaboration with the Utility and will be aligned with the requirements set forth by IDEM. These inspections will allow an efficient way to verify the reliability of those records.

The specific points/service line segments that will need to be inspected will not be known until BlueConduit conducts its initial analysis of existing data.

Note: BlueConduit does not perform any field verification work. The Utility will cover the cost of field inspections and verifications.

Typical verification methods utilize potholing or Hydrovac at the curb box to verify material on the public and private sides of the service line.

First Iteration of the Model

BlueConduit provides a complete picture of the distribution of service line materials across the system. It offers separate material predictions for different segments of the service line and can also provide the likelihood of a galvanized pipe or other materials. BlueConduit also supplies supporting documentation for reports submitted to regulators about the methodology.

Upon completing the targeted inspection effort, BlueConduit will integrate the newly verified service line material data into its machine learning model to generate a complete service line material inventory (public and private) with home-level probabilities. These models will use characteristics of homes with verified service line materials to predict service line material at homes with unverified service lines.

BlueConduit will create an ArcGIS map layer for the project map that shows the likelihood of a point of service having a lead service line, galvanized service line or lead gooseneck. BlueConduit will use these methods to generate the probability of having a lead service line on the public side of the service line, the private side, and the joint probability. The predictions can be provided at different levels of detail as needed by the Utility:

- *System-Wide Level* A service-wide estimate can be used to estimate the total number of lead service lines, develop annual capital and operating budgets, and communicate this to customers.
- *Neighborhood Level* If there are indicated lead service lines, neighborhood-by-neighborhood information is ideal for prioritizing resources across the service area. Additionally, this information can be used to develop a public health communication strategy and, potentially, a "Filter Distribution Program."
- *Water main or block-level* Shows the highest likelihood of lead service lines by water main. The Utility can coordinate service line replacement work with other planned infrastructure/asset management work to optimize spending and reduce overall community disruption.

Measures of Accuracy and Reliability

When using a statistical model, it is important to continually evaluate model performance at every stage of model development and implementation. BlueConduit evaluates the performance of its statistical models with various metrics to ensure accuracy and reliability. One of the most critical metrics of model reliability is the AUROC (Area Under ROC Curve), which says how good a predictive model is at determining a lead pipe from a non-lead pipe. In multiple geographies, our models have accurately made this distinction 95% of the time. We anticipate that by following BlueConduit's methodology and approach, the Utility would achieve a similar level of confidence in communicating its inventory to regulators and consumers.

Another accuracy method leverages the use of a hold-out sample. A holdout sample refers to withholding a random portion of a data set from an initial model and then using the withheld data to assess the statistical model's performance. Aside from making sure that model probabilities are well-calibrated, it is important to define the accuracy measures used to evaluate and monitor model performance. The key metric to be used for in-the-field true hold-out evaluation is "Hit Rate," the number of LSLs that were identified divided by the number of attempted replacements regardless of what was discovered. Hit rate can be computed for an entire region or broken down into a specific geography or time.

BlueConduit also validates the model's performance using state-of-the-art metrics (e.g., precision and recall). Read about the tradeoff between Precision vs. Recall in this [Article](#) by BlueConduit Chief Data Scientist Jared Webb.

Updated Predictions and Continuous Validation

The predictive modeling process is most effective when taking an iterative approach, as recommended by the EPA. Each time the Utility verifies service line material through its regular operations, that data can be integrated to update the predictive model and refine the predictions. Leveraging the statistical model's machine learning nature, the model can improve over time with additional data. BlueConduit's team will continue to generate further iterations of the predictive model at a frequency determined in coordination with the Utility for the duration of the project engagement.

Utilizing Model Results to Classify Materials in LSLI

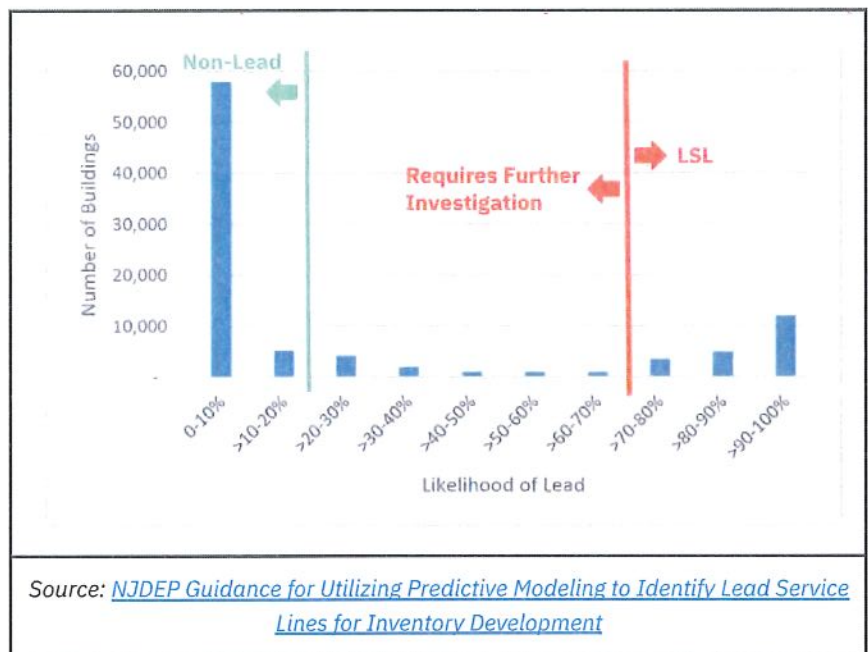
At the conclusion of the project or prior to the October 2024 LCRR deadline for LSLI submission, BlueConduit will provide guidance to the water system with evaluating the results and will make recommendations for classifying unknown service line materials accordingly.

To determine which service lines to count as lead or non-lead in the inventory, a threshold can be chosen at a point so that all SLs with lead likelihood greater than this point are considered likely to be in one category (e.g., "lead," "require physical inspection due to high likelihood of lead"). In this example below, the threshold point approach, as provided by the New Jersey DEP (which they call "inflection" point), would suggest that any property with a likelihood of lead greater than 70% (red line) should be included in the inventory as an LSL.

Similarly, another threshold can be established for the lower end of the range of likelihood of lead. That lower threshold can be chosen so that all SLs with lead likelihood less than this point are considered to be in a different category (e.g., "not lead," "not requiring physical inspection due to low likelihood of lead"). A water system may choose to say that all SLs with lead likelihood less than 10% can be considered to not have lead for the purposes of their inventory.

This lower threshold may be of particular value for the water system, so they can consider service lines as non-lead for inventory purposes when the SL's lead likelihood is below a threshold. The

decision of where to set the threshold for determining which properties to identify as served by a lead or non-lead service line in the inventory will be thoroughly explained and defended in BlueConduit's reports about statistical analysis and service line predictive modeling and is subject to final IDEM approval.



LCRR Compliance

The completed SLM Inventory will be viewable in the Esri ArcGIS Online Project Map with easy reporting tools available to generate reports in the formats mandated under LCRR. This will allow the Utility to quickly access the inventory report and submit it for compliance ahead of the October 2024 deadline.

BlueConduit will also provide a Statistical Analysis Report summarizing the methodology, inputs, model performance, and predicted material results as needed for compliance.

Public-Facing Map

Communicating lead service line information helps residents locate their properties and allows them to learn if their property may be affected by lead. The Esri Lead-Safe Community site can be used to communicate lead service line information to residents in the community. It can also include a link to the Water Service Line Material Survey tool which allows residents to report the material of their water service lines, allowing water utilities to better understand their water systems and make improvements to eliminate lead pipes within their water systems.

By leveraging Esri's Community Safe Website App, the final Esri ArcGIS Online Inventory Project Map can be published for public-facing consumption on the Utility's website, revealing only the layers/data fields required for compliance.

Esri Lead Service Line Inventory Application Functionality

The chart below outlines the functionality of each application found within the suite of Esri LSLI tools. The applications denoted with a BlueConduit logo reflect where BlueConduit's integration and configuration plays a role within the suite of Esri LSLI tools. The remaining applications are pre-configured out-of-the-box from Esri, available for the City to deploy free of charge, and all link back to the same SLM inventory dataset.







BlueConduit Smart SLM Inventory Powered by Esri - LSLI Application Functionality		
Key Users	Application	Description
Mapping Technicians	 Lead Service Line Inventory	The Lead Service Line Inventory (LSLI) is an ArcGIS Online application designed to help water utilities and other organizations collect, manage, and share information about lead service lines within their area. It includes tools for data collection, mapping, and analysis such as web forms, reports, dashboards, maps, and tables. Custom configuration by BlueConduit adds columns, views and triggers to represent both verified materials and predicted materials.
	 Lead Service Line Editor	The Lead Service Line Editor is an application within to the LSLI system that allows water utilities to upload, access, and manage information about their lead service lines and connect it to relevant data from external sources. The Editor features custom configuration options to support compliance with state and federal lead and copper rule requirements. Using this application, water utilities can make informed decisions about maintenance, repair, and replacement.
Mobile Workers	Lead Service Line Field Map	The Lead Service Line Field Map (for ArcGIS Field Maps), a mobile app for staff and contractors doing material verification in the field. Allows for photo upload. Results are automatically linked to LSLI.
Office Staff	 Lead Service Line Viewer Web App	The Lead Service Line Viewer Web App is a browser-based viewer that lets staff with the appropriate credentials view the LSLI.
Engineers	Lead Service Line Replacement Manager	The Service Line Replacement Manager is a web app intended for engineers, construction managers, etc to manage and track info about replacement activities.
Managers	 Lead Service Line Dashboard	The Lead Service Line Dashboard is a configurable tool with customizable filters that provides actionable insights on the lead service line inventory, including material verification, predictions, and replacement progress. Custom configuration by BlueConduit provides visualization of both verified and predicted materials.
	Service Line Self-Assessment Manager	The Service Line Self-Assessment Manager is a web app for Utility staff use to triage information submitted through the Water Service Line Material Survey so they can take the appropriate next action.
	Service Line Self-Assessment Dashboard	The Service Line Self-Assessment Dashboard is a web app dashboard for Utilities that choose to use the Water Service Line Material Survey. It's functionality allows staff to ensure they are quickly triaging submitted information.
Public	Water Service Line Material Survey	The Water Service Line Material Survey is a web based service line self-assessment tool that allows customers to self-report their private-side service line material. The survey is a data collection form where the submissions will link directly to the LSLI. Citizens can self-report material types and upload photos. The Water Service Line Material Survey link can also be embedded in the Lead Safe-Community Site.
	 Lead-Safe Community Site	The Lead-Safe Community Site is a preconfigured web site that can be embedded into a utilities webpage or be a stand alone website that gives key metrics about the utility's service line inventory and the actions they are taking to identify and remove lead services. Helps utilities comply with LCRR requirements for making the LSLI publicly accessible. Custom configuration by BlueConduit provides visualization of both verified and predicted materials.
	 Lead Service Line Public Viewer	The Lead Service Line Viewer Web App is an intuitive and map-based tool that enables customers to easily access information on lead service lines in their area. This map is also embedded in the Lead-Safe Community Site and helps the utility comply with the LCRR requirements for LSL public availability.

Exhibit B

Goshen IN - Estimated Billing Schedule
BlueConduit Machine Learning for LSLI Project
January 4, 2024

Task	1-Feb-24	1-Mar-24	1-Apr-24	1-May-24	1-Jun-24	1-Jul-24	1-Aug-24	1-Sep-24	1-Oct-24	1-Nov-24	1-Dec-24	1-Jan-25	Total Billing
1 Project Startup													
PM Project Management / Preparation	\$740.00												\$740.00
1.1 Project Initiation Meeting	\$740.00												\$740.00
1.2 Machine Learning Platform-as-a-Service (Setup) - Backend Infrastructure, Tools and Environment	\$20,000.00												\$20,000.00
1.3 Machine Learning Platform-as-a-Service (Quarterly) - Backend Infrastructure, Tools and Environment	\$6,000.00												\$6,000.00
Project Startup	\$25,220.00	\$1,340.00	\$9,290.00	\$1,500.00	\$0.00	\$8,990.00	\$1,500.00	\$1,660.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$51,000.00
2 Implementation													
PM Project Management/Meetings	\$680.00	\$400.00	\$400.00										\$1,480.00
2.1 Installation and Configuration; BlueConduit powered by Esri LSLI Integration	\$1,560.00												\$1,560.00
2.2 Data Ingestion into BlueConduit Machine Learning Platform	\$940.00												\$940.00
2.3 Data Science Analysis - Phase 1	\$5,000.00												\$5,000.00
2.4 Data Recommendations and Enrichment	\$1,950.00												\$1,950.00
2.5 Recommended Inspection List(s)	\$1,940.00												\$1,940.00
Implementation	\$2,240.00	\$1,340.00	\$9,290.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,870.00
3 Smart Service Line Material Inventory with Predictions (Platform-as-a-Service)													
PM Project Management/Meetings	\$1,480.00												\$1,480.00
3.1 Data Science Analysis - Phase 2	\$4,000.00					\$1,480.00							\$4,000.00
3.2 First Iteration of Predictive Model	\$2,340.00					\$4,000.00							\$2,340.00
3.3 Configuration of BlueConduit LSLI Dashboard (Verified and Predictions)	\$1,170.00					\$2,340.00							\$1,170.00
3.4 Data Ingestion of Ongoing Inspections/Replacements	Included					\$1,170.00							\$0.00
3.5 Ongoing Data Science Analysis (2nd iteration and beyond)	Included												\$0.00
3.6 Ongoing Updates to Service Line Material Predictions (2nd iteration and beyond)	Included												\$0.00
Smart Service Line Material Inventory with Predictions (Platform-as-a-Service)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,990.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,990.00
4 LCRR Compliance													
PM Project Management/Meetings	\$370.00												\$370.00
4.1 Statistical Analysis Report for IDEM Compliance	\$1,290.00							\$370.00					\$1,290.00
LCRR Compliance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,660.00
Machine Learning Platform-as-a-Service (Setup + Quarterly Fee)													
BlueConduit Professional Services	\$25,000.00												\$25,000.00
Year 1 Project Total	\$25,220.00	\$1,340.00	\$9,290.00	\$1,500.00	\$0.00	\$8,990.00	\$1,500.00	\$1,660.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$51,000.00



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **PROFESSIONAL SERVICES AGREEMENT WITH ABONMARCHE CONSULTING
HERMAN STREET SEWER EVALUATION (JN: 2023-2043)**

DATE: January 22, 2024

Goshen Wastewater has an operational issues with a residential grinder station on Herman Street. Over the past couple of years, the grinder pump has been changed, an air release valve has been added, and the force sewer line has been flushed multiple times. With all of this, the grinder station still randomly experiences long runtimes. The next step is to have the original design evaluated and evaluate potential installation issue.

To perform this evaluation, Goshen Wasteater would like to retain the services of Abonmarche Consulting for a lump sum fee of \$7,500.00.

Requested Motion: Move to approve and authorize the Mayor to sign the agreement with Abonmarche Consulting for the evaluation of the Herman Street Sewer for a lump sum fee of \$7,500.00.

**AGREEMENT WITH ABONMARCHE CONSULTANTS, INC REGARDING
THE SEWER SYSTEM LOCATED AT HERMAN STREET
JOB NO.: 2023-2043**

PHASE ONE: EVALUATION

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Abonmarche Consultants, Inc.** (“Consultant”), whose mailing address is 1009 South 9th Street, Goshen, Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Consultant shall provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to complete Phase One, evaluating the existing sanitary sewer system at property located on Herman Street owned by Dennis Landis (hereinafter referred to as “Duties”). Consultant’s Duties under this agreement include:

- (A) Schedule meeting with City Engineering to discuss the project, scope of work, and City’s experience and re-occurring issues of the existing sanitary system.
- (B) Perform site investigation with City Engineering and Sewer Department.
- (C) Review prior documentation and field findings and observations.
- (D) Evaluate possible modifications and recommendations.
- (E) Prepare memorandum listing findings and recommendations.
- (F) Schedule meeting with City Engineering to review memorandum.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant shall commence the Duties as soon as practical after receiving a notice to proceed from City and Consultant anticipates an estimated 8-10 weeks to provide a memorandum to review by City.

Section 3. Compensation

- (A) City agrees to compensate Consultant the lump sum fee of Seven Thousand Five Hundred Dollars (\$7,500) for performing all Duties for Phase One.

Section 4. Payment

- (A) City shall pay Consultant for Duties satisfactorily completed under this agreement.
- (B) Payment shall be upon City's receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 7. 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.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor 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, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 12. 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 or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under

this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Insurance

- (A) Prior to commencing work, the 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 aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 14. Force Majeure

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

Section 15. Default

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

Section 16. Termination

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

Section 17. Notice

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

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

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

Contractor: Abonmarche Consultants, Inc.
Attention: Bradley E. Mosness, PE
1009 South 9th Street
Goshen, IN 46526

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

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

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

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

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

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

Abonmarche Consultants, Inc.

Gina Leichty, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CENTRAL INDUSTRIAL CONTRACTORS AGREEMENT
JN: 2023-0043**

DATE: January 25, 2025

Approval is sought for an expenditure of \$45,738 for replacement of the failed 30" sanitary sewer control valve at the Goshen Waste Water Treatment Plant and increase the height of the valve structure to prevent flooding into the structure.

Requested Motion: **Approve the attached agreement with Central Industrial Contractors, Inc. for \$45,738 to replace the failed 30" sanitary sewer control valve at the Goshen Waste Water Treatment Plant and increase the height of the valve structure in order to prevent flooding into the structure.**

AGREEMENT WITH CENTRAL INDUSTRIAL CONTRACTORS FOR THE INSTALLATION OF WASTEWATER TREATMENT PLANT 30-INCH VALVE REPLACEMENT

THIS AGREEMENT is entered into on _____, 2024 which is the last signature date set forth below, by and between **Central Industrial Contractors** (“Contractor”), whose mailing address is 1000 N. Park Avenue, Marion, Indiana 46952, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the work for the installation of a 30-inch valve replacement, which work is more particularly described in Contractor’s December 12, 2023 proposal attached as Exhibit A incorporated into and made a part of this agreement. (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 2. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties.

Contractor shall commence the work as soon as practical after receiving a notice from City that the new valve is to be delivered to the work site.

Section 3. Compensation

City agrees to compensate Contractor the sum of Forty-Five Thousand Seven Hundred Thirty-Eight Dollars (\$45,738) for performing all Duties. An itemized fee schedule is included in the proposal.

Section 4. Payment

City shall pay Contractor for Duties satisfactorily completed under this agreement.

Payment shall be upon City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the work performed by Contractor pursuant to this agreement.

Section 7. Inspection

Final payment will be made following verification by the City Inspector that all work is complete and meets the requirements of the City.

Section 8. Warranty

Contractor shall provide a one (1) year materials and labor warranty following acceptable of the installation by the City Inspector. Manufacturer's warranty shall be extended to the City for materials provided by Contractor

Section 9. Independent Contractor

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.

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.

Section 10. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of

Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 11. Employment Eligibility Verification

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. 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.

Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 12. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor 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, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 13. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 14. 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 or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 15. Insurance

Prior to commencing work, the 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.

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.

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

Section 16. Force Majeure

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 17. Default

If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.

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 fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work

in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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 Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 18. Termination

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work completed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 19. Notice

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

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

Contractor: Central Industrial Contractors
1000 North Park Avenue
Marion, IN 46952

Section 20. Subcontracting or Assignment

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

Section 21. Amendments

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

Section 22. Waiver of Rights

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

Section 23. Applicable Laws

Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

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 work. Failure to do so may be deemed a material breach of agreement.

Section 24. Miscellaneous

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

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

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 25. Severability

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

Section 26. Binding Effect

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

Section 27. Entire Agreement

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

Section 28. Authority to Execute

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

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

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

Central Industrial Contractors

Gina Leichty, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



**Engineering Department
CITY OF GOSHEN**

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

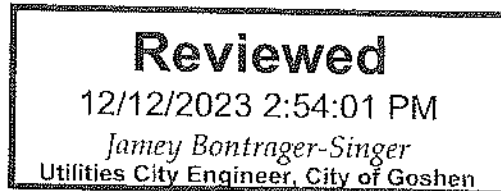
Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

November 30, 2023

**RE: GOSHEN WWTP 30-INCH VALVE REPLACEMENT – INSTALLATION
REQUEST FOR PROPOSAL (RFP)
GOSHEN PROJECT NO. 2023-0043**

The City of Goshen is requesting a proposal to replace a failed 30-inch sanitary sewer plug valve. A new valve has been purchased by the City of Goshen and is expected to arrive during the week of June 3, 2024.

The scope of this project is outlined below.



General:

- Safety is paramount to the success of this project.
- The contractor shall follow all OSHA and Industry standard safety practices for work on this site including work in a concrete structure at a depth of approximately 20 ft. below grade.
- Isolation of the valve structure from upstream sewer flow during the project is fully the responsibility of the contractor. The contractor shall physically plug the 30" sewer line ~~and provide by-pass pumping around the valve structure.~~
- The contractor shall isolate the by-pass pumping site and the valve replacement site with protective barriers, signage, etc. as required to prevent entrance into the work area by anyone not employed by the contractor.
- The contractor shall provide all equipment and tools needed to complete the scope of work outlined herein.

Work Scope:

- Remove the existing 30" plug valve (~5200 lb).
- Coordinate the delivery date and time of the new owner purchased plug valve with Valmatic. The contractor is to receive and unload the valve at the project site. The contractor shall protect the valve from damage and be prepared to install the valve ASAP after it is on site.
- Install the new owner purchased 30" Valmatic plug valve. Purchase all items needed for installation the new valve including new flange gaskets and new SS flange hardware. New Flange adapters, seals, and SS flange adapter hardware shall also be provided.
- Grout the bottom of the structure with slope to a low point depression (18" dia x 6" deep) for a portable sump pump.

November 30, 2023

Goshen WWTP 30-inch Valve Replacement – Installation - Request for Proposal

Goshen Project No. 2023-0043

Page 2 of 4

- Remove the existing top 2 ft. section of the 10 ft. ID valve structure which is damaged. In its place install a new 4 ft. high section (Net increase in height of 2 ft.) with ladder rungs to match existing
- Place the existing lid over structure (patch structure and lid as required) and drill a new hole for new extension stem and actuator stand as required.
- Purchase and install new SS extension stem sections with two new stem guides. Connect the extension stem to the valve gear and actuator with proper shear pins and hardware as specified by the valve manufacturer.
- Re-mount the owner's existing stand and actuator to the lid of the structure.
- Set up and verify the valve operation in conjunction with the Valmatic Rep., the Ferguson Rep., and the City of Goshen staff.
 - The actuator position limits will be set in the field as follows:
100% open = "open" and 5% open = "closed."
 - The valve gear limit stops will be set at the factory for 100% open and 0% open. These safety stops will not be adjusted in the field.

City Support Services:

- The City will Vac out the valve structure one time at the beginning of the project. The Contractor will be responsible for any additional cleanup of the structure required.
- Backfill and seeding around structure will be by the City.
- Fence relocation to the North will be by the City.
- This proposal does not include any electrical scope by the Contractor. The City will relocate the existing actuator junction box and rewire the actuator as required.
- The city will assist in confirming that the valve physical operation matches operation indicated on SCADA graphics using a robotic sewer line camera.

PRE-PROPOSAL SITE VISIT

All Contractors were present for a pre-bid site visit. Visits were conducted on the following days. Conversations and decisions relating to the Contractor's Scope of Work from the two visits have been incorporated in the scope listed above.

Site Visit 1: Niblock - Wednesday, November 8, 2023. (8:00 am - 9:00 am EDT)

Site Visit 2: Wednesday, November 17, 2023. (8:00 am - 9:00 am EDT)

PROJECT SCHEDULE

Thursday, November 30, 2023	Final Request for Proposal Issued
Friday, December 15, 2023	Proposals Due
Friday, January 5, 2024	Contractors Notified of Bid Results

November 30, 2023

Goshen WWTF 30-inch Valve Replacement – Installation - Request for Proposal

Goshen Project No. 2023-0043

Page 3 of 4

Monday, June 3, 2023 (week of) Approximate Date New Valve Delivered to the Site
Monday, June 10, 2023 (week of) *Contractor to propose time duration for project*

PROPOSAL REQUIREMENTS

Contractors wishing to be considered in the selection process must submit their proposal **no later than 2:00 p.m. Eastern Daylight Time on Friday, December 15, 2023**. Proposals shall be signed by an officer of the firm and may be submitted via email or fax to:

Jamey Bontrager-Singer, Goshen Utilities City Engineer
jameybsinger@goshencity.com
mobile (574) 537-3803 / fax (574) 533-8626

Questions regarding this proposal should be directed to Jamey Bontrager-Singer, Utilities City Engineer.

Please provide the proposal on a Time and Material, Not to Exceed basis. Indicate your pricing, broken down as in the table that follows. Additionally, please provide a listing of your standard labor rates for work outside of the defined scope. Pricing must be valid for work to be performed during the summer of 2024.

	Scope Item	Labor	Materials
1	Valve Removal	8,000	5,500
2	New Valve Installation: including hardware, flange adapters, Stem Extension, Guides & Actuator installation	4,000	8,500
3	Structure Modifications: Extension & Lid Placement & Grouting of Base	10,000	6,500
4	By-pass Pumping: & 30" Line Plug	1,000	500
5	Misc. Project Management: & Valve Setup & Operation Verification	1,500	238
	Subtotals	24,500	21,238
	Project Total Fee (T&M NTE)		45,738

November 30, 2023

Goshen WWTP 30-inch Valve Replacement – Installation - Request for Proposal

Goshen Project No. 2023-0043

Page 4 of 4

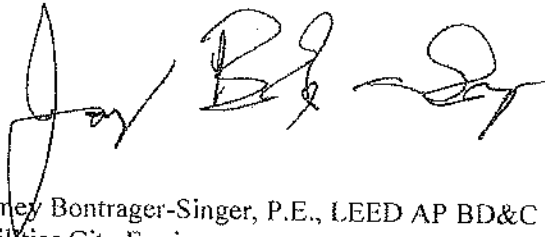
The RFP along with the contractor's proposal will become part of the contract. In case of conflict between the RFP and the proposal, the RFP will govern.

Please review the reference folder found at [the following link](#) for valve submittal information, drawings of the structure, and photos.

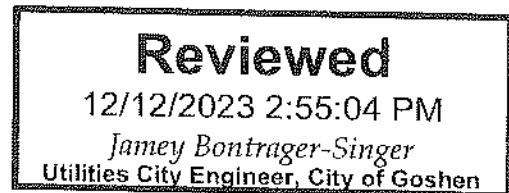
Thank you for your time and effort on this proposal. If you have any questions, please call me at 574-537-3830.

Sincerely,

CITY OF GOSHEN



Jamey Bontrager-Singer, P.E., LEED AP BD&C
Utilities City Engineer



Questions regarding the 30-inch Valve, Stem extensions & guides should be directed to:

Thomas Holmer
Outside Sales

Ferguson Waterworks
1077 Oliver Plow Ct, South Bend, IN, 46601
T: (574) 282-2323 C: (574) 532-2414 F: (574) 287-9523
tom.holmer@ferguson.com



CENTRAL INDUSTRIAL CONTRACTORS INC. HOURLY BILLING RATES
 (NO PER DIEM OR TRAVEL EXPENSES ARE BUILT IN)

Standard Rates for 2020

1.1.20 p3/d

<u>CLASSIFICATION</u>	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>	<u>EMERGENCY</u>
Working Foremen Millwright, Pipefitter, Plumber	\$80.00	\$135.00	\$180.00
Journeyman Pipefitter, Millwright, Plumber, Welder	\$88.00	\$132.00	\$176.00
Skilled Helper/Driver	\$68.00	\$102.00	\$136.00
Engineering / Draftsman	\$150.00	\$225.00	\$300.00
Project Manager Superintendent	\$125.00	\$187.50	\$250.00

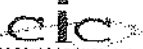
Use of Foreman's Vehicle, \$25.00 per hour. Foreman's vehicle will carry the following equipment: Power drills, saws, hand tools, pipe wrenches, cords, ratchet hammers, etc. Traveling and per diem expense will be determined on an individual job basis.

INVOICE & BILLING BREAKDOWN

<u>Item</u>	<u>Mark-Up</u>
<u>Consumable Items:</u> Gases / Welding Materials, Drill Bits, Saw Blades, etc.	15%
<u>Materials:</u> (Owner advises tax exemption status) Cost of Material, tax, delivery per invoice	15%
<u>Tool Allowance:</u> Not Included in Hourly Rate	5% Labor
<u>Equipment Rentals:</u> Outside rental equipment	10%
<u>Subcontractors:</u> Cost of service per Invoices	15%

TERMS:

Up to \$25,000 in a (30) day period - Billed for last full working week. Due Net 30
 Over \$25,000 in a (30) day period - Billed at (2) week intervals. Due Net 30



I. SKILLED LABORER & CRAFT HELPER (Able to perform specific tasks without close supervision)

- A. Operates hand tools on finished work
- B. Drilling anchors and setting
- C. Grinding welds and pipe bevels
- D. Layout of minor details after overall scheme has been determined
- E. Efficient in use of torch
- F. Qualified to rig tight lifts safely
- G. Under craftsman supervision, assembles threaded pipe, glued pipe, hangers, etc
- H. Torch cuts to layout lines
- I. Simple welding

II. CRAFTSMAN (Works under moderate supervision from Foremen or Superintendent. Has knowledge of craft and is capable of installing work correctly and professionally; Able to read and understand plan specifications as they pertain to the scope and detail of a project.)

- A. Determine and request materials for specific projects
- B. Determine tools and methods for project
- C. Layout work
- D. Determine when items are beyond scope of contract
- E. Installation of work
- F. Owner relations as related to specific details of project
- G. Direct supervision of helpers / laborers
- H. Training of helper / laborers

III. FOREMAN / CRAFTSMAN (Qualified to take charge of executing all aspects of project after definition and review of project with Superintendent / Project Manager).

- A. Supervises all personnel on job
- B. Defines and orders materials
- C. Defines and implements work processes, including tools and equipment
- D. Detail knowledge of requirements of plans and specifications and ability to define contract scope
- E. Job documentation, daily reports, time cards, etc.
- F. Scheduling
- G. Owner relations with respect to schedule quality, administration
- H. Estimate and definition of change orders
- I. Complete layout capability
- J. Training of all others



**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 CONSTRUCTION
PROJECT AT 803 AREHART STREET**

DATE: January 25, 2024

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 803 Arehart Street which has passed its final building inspection and the project is substantially complete except for the instillation of 330 square feet of sidewalk, planting one large shade tree, and stabilizing 7,224 square feet of disturbed area. These final requirements cannot be completed at this time due to weather conditions.

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 Habitat for Humanity of Elkhart County, Inc. agrees to complete all concrete and stabilization work by June 15, 2024. The expected cost of work is Four thousand seven hundred and forty five dollars (\$4,745) and a surety check in that amount has been remitted to the Clerk-Treasurer's Office.

Requested Motion: Approve and authorize the Board to execute the Agreement with Habitat for Humanity of Elkhart County, Inc. for the Completion of the project at 803 Arehart Street.

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on ____January 25____, 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: __Habitat for Humanity of Elkhart County, Inc. and, if the builder is responsible for completing the remaining work,

Builder: __Habitat for Humanity Inc. _____

No Builder

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: ____803 Arehart Street_____, 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 24____, 2024__, unless an earlier date is specified below:

- Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately ____7224____ square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

- Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: _____
One large street tree with a 2 inch caliper _____

Install the hard surface driveway for the Site.

Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20____.

Install the hard surface parking lot for the Site.

Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20____.

Install all required parking lot striping for parking spaces at the Site.

Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

Install approximately 330 square feet of concrete sidewalk at the Site to the building entrance.

Install the following certain parts or equipment at the Site: _____

Other: _____

2. **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 four thousand seven hundred and forty five dollars Dollars (\$ 4745) 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.

3. **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.**

4. **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.

5. **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.

6. **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.
7. **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.
8. **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.

9. **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:

Builder:

Habitat for Humanity
P.O. Box 950
Goshen, IN 46528

No Builder

10. **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.

11. **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.

12. **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.

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

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

15. **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: _____



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

January 22, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 407 Center Street, Goshen, Indiana

An unsafe building review hearing was previously scheduled for the property located at 407 Center Street, Goshen, Indiana for December 18, 2023. At that hearing, the Board was informed that the property had sold at auction on December 16, 2023, to M & H Rentals, LLC. Michael Schmucker of M & H Rentals, LLC appeared and requested additional time before the Board take any action. Mr. Schmucker stated he had plans to rehabilitate the property but needed thirty (30) days to effectuate the closing the sale of the property and could then present a remodeling scope of work for the Board's consideration.

The Board continued the matter until January 22, 2024 as a result of the above discussion. Subsequently, the hearing was rescheduled to January 25, 2024 to accommodate the new meeting schedule for the Board. As of the date of this Memorandum, the City does not have any further information concerning the property or the status of the closing. As such, the unsafe building review hearing is still scheduled and needs to be conducted. Attached is the Order of the City of Goshen Building Commissioner, dated November 8, 2024; the Notice of Rescheduled Hearing dated December 29, 2023; and the Certificate of Issuance of Service establishing service of notice of the unsafe building hearing. The Board of Public Works and Safety needs to conduct the hearing; affirm, rescind, or modify the Building Commissioner Order; and determine what action it will order concerning the property. The form of the Continuous Enforcement Order that may be issued by the BOW following the hearing for this Property is attached.

Section 1 of the Continuous Enforcement Order summarizes the Building Commissioner Order.

Section 2 of the Continuous Enforcement Order addresses the Findings that the Board of Works will need to make following the hearing and any evidence presented. To make these findings, the Board must do so in a motion that is approved; the form of such a motion could utilize the following language:

"I move the Board finds:

- (1) that the code violations identified in the Building Commissioner Order, Numbered 1 through 11, continue to exist;*
- (2) that those violations make the structure an unsafe building because the building is in an impaired structural condition, a fire hazard, is dangerous to person or property due to code violations, and is vacant and not maintained in a manner that would permit human occupancy or use; and*
- (3) that the general condition of the building along with the failure of a demonstrated willingness to make repairs makes demolition appropriate."*

After making those findings, the Board then issues its Order in Section 3, where it will Affirm the Building Commissioner Order (if agrees with demolition), rescind (property violations have been fixed), or Modified (Believes that property can be fixed). A motion for the Board could utilize the following language:

"I move the Board, based on our findings, affirm the Building Commissioner Order and order the unsafe building at the real estate to be demolished by February 29, 2024."

2023-19972

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
11/29/2023 10:18 AM
AS PRESENTED



ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 8, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron 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 20-11-09-237-007.000-015; commonly known as 407 Center Street, Goshen, Indiana 46528, and more particularly described as follows:

Lot Number Seventy (70) in Chamberlain's Second Addition to the City of Goshen, Indiana, as recorded in Deed Record 21, page 291, Elkhart County Records.

Subject to all easements and restrictions of record.

Section 2.

The Goshen Building Department inspected the subject real estate and the vacant residential structure located thereon on October 24, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and an opportunity was given to make repairs. There has been no significant improvement to the vacant residential structure at the real estate.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department:

1. The foundation of the residential structure has not been kept in good repair, is not capable of supporting all nominal loads, and is likely to fail, violations of Sections 6.3.1.1(b) and (p). Areas of the foundation have cracks, where large gaps and holes have formed; the foundation is beginning to sink; certain areas of the foundation are beginning to fail and are in disrepair.
2. The ceilings inside the residential structure have not been kept in good repair and are likely to fail, a violation of Sections 6.3.1.1(b) and (p). Multiple ceilings have collapsed due to significant water damage. Many ceilings have cracks and holes.
3. The floors inside the residential structure have not been kept in good repair and are likely to fail, a violation of Sections 6.3.1.1(b) and (p). The kitchen floor has become so damaged due to water that it is in danger of collapse. The floor in the main living areas has detached from the wall and begun to sink.

4. The walls inside the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls have cracks and holes in them. A wall in the main living room is poorly constructed with brick and in danger of collapse.
5. The roof of the residential structure has not been kept in good repair and has defects permitting rain, violations of Sections 6.3.1.1(b) and (c). There is evidence of the roof leaking due to persistent water damage to floors, walls, and ceilings. The roof in the rear of the structure was poorly installed and has multiple areas where it permits weather to enter, impacting the structural integrity of the structure. There are areas where the soffit and fascia are missing, and places where the shingles are damaged or loose.
6. The heating and mechanical system at the residential structure is not operable, a violation of Section 6.3.1.1(a). The ductwork is not properly connected.
7. The plumbing system at the residential structure is not operable, a violation of Section 6.3.1.1(a).
8. The electrical system at the residential structure is not operable, a violation of Section 6.3.1.1(a). The electrical panel has been tampered with; there are multiple areas with exposed electrical wiring; areas of the residential structure's electrical wiring has been damaged by water and continues to be exposed to weather conditions.
9. The windows and doors have not been kept in good repair, a violation of Section 6.3.1.1(d). There are many broken windows and broken doors throughout the residential structure.
10. The painted surfaces inside the residential structure are not properly coated and weather tight, a violation of Section 6.3.1.1(g). There is chipping and peeling paint throughout the residential structure.
11. The residential structure is not secure from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). There are accumulated materials inside the residential structure and other evidence of animals and vagrants. The carpet is saturated with urine and feces.

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The failing foundation, collapsing ceilings, and floors in danger of collapse and detaching from walls, and the leaking roof renders the residential structure in an impaired structural condition that makes it unsafe to person of property. The evidence of the electrical panel having been tampered with, with multiple areas of exposed wiring, and water damaged electrical wiring, coupled with the unsecured nature of the residential structure, makes it a fire hazard. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the failing foundation, failing and collapsing ceilings, collapsing and detaching floors, the leaking roof, broken windows and doors, and its unsecured nature. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the failing foundation, collapsing ceilings, leaking roof, persistent water damage, floors detaching from the walls, including one floor sinking and showing a danger of collapsing, and the residential structure's continued deterioration as a result of neglect, the condition of the residential structure warrants removal. In its present condition, the residential structure is unfit

for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings 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 December 31, 2023.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make 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 **Monday, December 18, 2023 at 2:00 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 November 8, 2023.

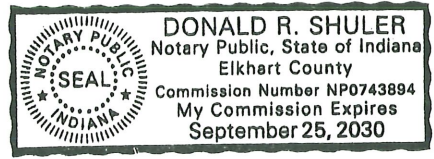
City of Goshen Building Department


 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 November 8, 2023, 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 407 Center 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 November 9, 2023:

Ron 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.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
NOTICE OF RESCHEDULED HEARING**

December 29, 2023

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

M & H Rentals, LLC
c/o Michael Schmucker
64570 County Road 19
Goshen, Indiana 46526

IN RE: Violation of Goshen City Code
Property located at: 407 Center Street, Goshen, Indiana
Property Tax Code: 20-11-09-237-007.000-015
Review Hearing of November 8, 2023 Building Commissioner Order (enclosed)

You are hereby notified that the hearing scheduled for review of the enclosed Order of the City of Goshen Building Commissioner Order, previously continued by the City of Goshen Board of Public Works and Safety, has been rescheduled for **Thursday, January 25, 2024 at 4:00 p.m. (local time)**, or soon thereafter. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.



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

Certificate of Service

The undersigned hereby certifies that the foregoing Notice of Rescheduled Hearing for the premises at 407 Center 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 December 29, 2023:

Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

M & H Rentals, LLC
c/o Michael Schmucker
64570 County Road 19
Goshen, Indiana 46526



Donald R. Shuler

2023-19972

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
11/29/2023 10:18 AM
AS PRESENTED

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 8, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Section 1.

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Subject to all easements and restrictions of record.

Section 2.

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The following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department:

1. The foundation of the residential structure has not been kept in good repair, is not capable of supporting all nominal loads, and is likely to fail, violations of Sections 6.3.1.1(b) and (p). Areas of the foundation have cracks, where large gaps and holes have formed; the foundation is beginning to sink; certain areas of the foundation are beginning to fail and are in disrepair.
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4. The walls inside the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls have cracks and holes in them. A wall in the main living room is poorly constructed with brick and in danger of collapse.
5. The roof of the residential structure has not been kept in good repair and has defects permitting rain, violations of Sections 6.3.1.1(b) and (c). There is evidence of the roof leaking due to persistent water damage to floors, walls, and ceilings. The roof in the rear of the structure was poorly installed and has multiple areas where it permits weather to enter, impacting the structural integrity of the structure. There are areas where the soffit and fascia are missing, and places where the shingles are damaged or loose.
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for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

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Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make 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 **Monday, December 18, 2023 at 2:00 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:

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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.

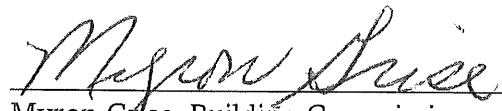
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

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 November 8, 2023.

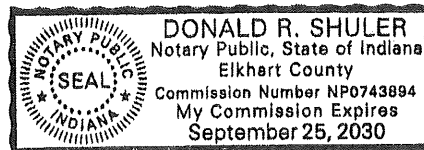
City of Goshen Building Department


 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 November 8, 2023, 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 407 Center 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 November 9, 2023:

Ron 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 Issuance of Service

RE: Premises at 407 Center Street, Goshen, Indiana

The undersigned hereby certifies that the Notice of Rescheduled Hearing dated December 29, 2023, for the above-referenced premises was issued to the following parties via Certified Mail on December 29, 2023, with the tracking and return showing signature and service of said Order as indicated:

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528
Certified Mail # 7019 0160 0000 5623 6468
Delivered: January 10, 2024

M & Rentals, LLC
c/o Michael Schmucker
64570 County Road 19
Goshen, Indiana 46526
Certified Mail # 7019 0160 0000 5623 6475
Delivered: January 2, 2024



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

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 \$4.35

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$0.00

Return Receipt (electronic) \$0.00

Certified Mail Restricted Delivery \$0.00

Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

Postage \$0.90

Total Postage and Fees \$0.90

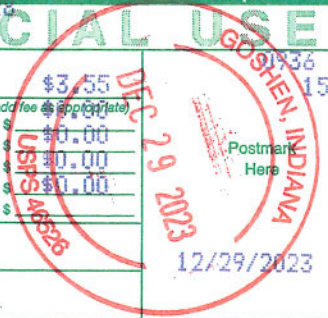
Sent To **Ronald E. Davidhizar**

Street and Apt. No., or PO Box No. **203 Middlebury Street**

City, State, ZIP+4® **Goshen, IN 46528**

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

7019 0160 0000 5623 6468



407 Center

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> 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. 	<p>A. Signature X <i>Ronald E. Davidhizar</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Ronald E. Davidhizar</i></p> <p>C. Date of Delivery <i>1/10/24</i></p>
<p>1. Article Addressed to:</p> <p>Ronald E. Davidhizar 203 Middlebury St Goshen, IN 46528</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>2. Article Number (Transfer from service label)</p> <p>7019 0160 0000 5623 6468</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail over \$500</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>



9590 9402 4989 9063 1436 42

USPS Tracking®

Tracking Number:

70190160000056236475

Copy Add to Informed Delivery (<https://informeddel>)

5249 6225 0000 0160 0000 7019

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

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

Goshen, IN 46526

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$3.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.90
Total Postage and Fees	\$8.80

Postmark Here
DEC 29 2023
GOSHEN INDIANA 46526
12/29/2023

Sent To: M&H Rentals, LLC c/o Michael Schmucker
Street and Apt. No., or PO Box No.: 64570 County Road K
City, State, ZIP+4®: Goshen, IN 46526

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

Latest Update

Your item was picked up at the post office at 8:30 am on January 2, 2024 in GOSHEN, IN 46526.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

GOSHEN, IN 46526
January 2, 2024, 8:30 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Feedback

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

January 25, 2024

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

M & H Rentals, LLC
c/o Michael Schmucker
64570 County Road 19
Goshen, Indiana 46526

IN RE: Violation of Goshen City Code
Property located at: 407 Center Street, Goshen, Indiana
Property Tax Code: 20-11-09-237-007.000-015
Property Legal Description: see Attached Exhibit A
Property owner(s) of record: Ronald E. Davidhizar
Substantial property of interest of record: M & H Rentals, LLC

Section 1. Background

The Order of the City of Goshen Building Commissioner dated November 8, 2023 (hereinafter "Order") concerning the real estate located at 407 Center Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on January 25, 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 December 31, 2023.

The following specific violations of Goshen City Code were identified in the Order:

1. The foundation of the residential structure has not been kept in good repair, is not capable of supporting all nominal loads, and is likely to fail, violations of Sections 6.3.1.1(b) and (p). Areas of the foundation have cracks, where large gaps and holes have formed; the foundation is beginning to sink; certain areas of the foundation are beginning to fail and are in disrepair.
2. The ceilings inside the residential structure have not been kept in good repair and are likely to fail, a violation of Sections 6.3.1.1(b) and (p). Multiple ceilings have collapsed due to significant water damage. Many ceilings have cracks and holes.
3. The floors inside the residential structure have not been kept in good repair and are likely to fail, a violation of Sections 6.3.1.1(b) and (p). The kitchen floor has become so damaged due to water that it is in danger of collapse. The floor in the main living areas has detached from the wall and begun to sink.
4. The walls inside the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls have cracks and holes in them. A wall in the main living room is poorly constructed with brick and in danger of collapse.
5. The roof of the residential structure has not been kept in good repair and has defects permitting rain, violations of Sections 6.3.1.1(b) and (c). There is evidence of the roof leaking due to persistent water damage to floors, walls, and ceilings. The roof in the rear of the structure was poorly installed and has multiple areas where it permits weather to enter, impacting the structural integrity of the structure. There are areas where the soffit and fascia are missing, and places where the shingles are damaged or loose.
6. The heating and mechanical system at the residential structure is not operable, a violation of Section 6.3.1.1(a). The ductwork is not properly connected.
7. The plumbing system at the residential structure is not operable, a violation of Section 6.3.1.1(a).
8. The electrical system at the residential structure is not operable, a violation of Section 6.3.1.1(a). The electrical panel has been tampered with; there are multiple areas with exposed electrical wiring; areas of the residential structure's electrical wiring has been damaged by water and continues to be exposed to weather conditions.
9. The windows and doors have not been kept in good repair, a violation of Section 6.3.1.1(d). There are many broken windows and broken doors throughout the residential structure.
10. The painted surfaces inside the residential structure are not properly coated and weather tight, a violation of Section 6.3.1.1(g). There is chipping and peeling paint throughout the residential structure.
11. The residential structure is not secure from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). There are accumulated materials inside the residential structure and other evidence of animals and vagrants. The carpet is saturated with urine and feces.

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 Service, provided to the Hearing Authority.

B. Code Violations

Based on the evidence presented, the following conditions and violations of Goshen City Code cited by the Building Commissioner still exist at the residential structure located on the Real Estate:

Building Condition/Violation	Yes	No
1. The foundation of the residential structure has not been kept in good repair, is not capable of supporting all nominal loads, and is likely to fail. Areas of the foundation have cracks, where large gaps and holes have formed; the foundation is beginning to sink; certain areas of the foundation are beginning to fail and are in disrepair.	<input type="checkbox"/>	<input type="checkbox"/>
2. The ceilings inside the residential structure have not been kept in good repair and are likely to fail. Multiple ceilings have collapsed due to significant water damage. Many ceilings have cracks and holes.	<input type="checkbox"/>	<input type="checkbox"/>
3. The floors inside the residential structure have not been kept in good repair and are likely to fail. The kitchen floor has become so damaged due to water that it is in danger of collapse. The floor in the main living areas has detached from the wall and begun to sink.	<input type="checkbox"/>	<input type="checkbox"/>
4. The walls inside the residential structure have not been kept in good repair. Multiple walls have cracks and holes in them. A wall in the main living room is poorly constructed with brick and in danger of collapse.	<input type="checkbox"/>	<input type="checkbox"/>
5. The roof of the residential structure has not been kept in good repair and has defects permitting rain. There is evidence of the roof leaking due to persistent water damage to floors, walls, and ceilings. The roof in the rear of the structure was poorly installed and has multiple areas where it permits weather to enter, impacting the structural integrity of the structure. There are areas where the soffit and fascia are missing, and places where the shingles are damaged or loose.	<input type="checkbox"/>	<input type="checkbox"/>
6. The heating and mechanical system at the residential structure is not operable. The ductwork is not properly connected.	<input type="checkbox"/>	<input type="checkbox"/>

7. The plumbing system at the residential structure is not operable.	<input type="checkbox"/>	<input type="checkbox"/>
8. The electrical system at the residential structure is not operable. The electrical panel has been tampered with; there are multiple areas with exposed electrical wiring; areas of the residential structure's electrical wiring has been damaged by water and continues to be exposed to weather conditions.	<input type="checkbox"/>	<input type="checkbox"/>
9. The windows and doors have not been kept in good repair. There are many broken windows and broken doors throughout the residential structure.	<input type="checkbox"/>	<input type="checkbox"/>
10. The painted surfaces inside the residential structure are not properly coated and weather tight. There is chipping and peeling paint throughout the residential structure.	<input type="checkbox"/>	<input type="checkbox"/>
11. The residential structure is not secure from intrusion from unauthorized persons. There are accumulated materials inside the residential structure and other evidence of animals and vagrants. The carpet is saturated with urine and feces.	<input type="checkbox"/>	<input type="checkbox"/>

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.

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 buildings 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. The Unsafe Buildings at the Real Estate is ordered to be demolished by February 29, 2024.
- Rescinded
- Modified as follows:
 - The Hearing Authority, finding that the Unsafe Buildings 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 gives the property owner, Ronald Davidhizar, _____ days to complete repairs necessary to address all violations listed in the Order, with this matter set for further review by this Board following that period.
 - The Hearing Authority, finding that the Unsafe Buildings 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).

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 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 January 25, 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 January 25, 2024.

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

Notary Public

EXHIBIT A

Lot Number Seventy (70) in Chamberlain's Second Addition to the City of Goshen, Indiana, as recorded in Deed Record 21, page 291, Elkhart County Records.

Subject to all easements and restrictions of record.

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 January 25, 2024, for the premises at 407 Center 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 January _____, 2024:

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

M & H Rentals, LLC
c/o Michael Schmucker
64570 County Road 19
Goshen, Indiana 46526

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).



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

January 22, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

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

An unsafe building review hearing is scheduled for the property located at 205 Middlebury Street, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner dated November 21, 2023 concerning the property; also attached is the Notice of Rescheduled Hearing dated December 29, 2023. The Certificate of Issuance establishing service of notice of the unsafe building hearing is attached as well. The Board of Public Works and Safety needs to conduct the hearing; affirm, rescind, or modify the Building Commissioner Order; and determine what action it will order concerning the property. The form of the Continuous Enforcement Order that may be issued by the BOW following the hearing for this Property is attached.

Section 1 of the Continuous Enforcement Order summarizes the Building Commissioner Order.

Section 2 of the Continuous Enforcement Order addresses the Findings that the Board of Works will need to make following the hearing and any evidence presented. To make these findings, the Board must do so in a motion that is approved; the form of such a motion could utilize the following language:

"I move the Board finds:

- (1) that the code violations identified in the Building Commissioner Order, Numbered 1 through 9, continue to exist;*
- (2) that those violations make the structure an unsafe building because the building is in an impaired structural condition, is dangerous to person or property due to code violations, and is vacant and not maintained in a manner that would permit human occupancy or use; and*
- (3) that the general condition of the building along with the failure of a demonstrated willingness to make repairs makes demolition appropriate."*

After making those findings, the Board then issues its Order in Section 3, where it will Affirm the Building Commissioner Order (if agrees with demolition), rescind (property violations have been fixed), or Modified (Believes that property can be fixed). A motion for the Board could utilize the following language:

"I move the Board, based on our findings, affirm the Building Commissioner Order and order the unsafe building at the real estate to be demolished by February 29, 2024."



ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 21, 2023

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 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 following violations of Goshen City Code Section 6, Title 3, Chapter 1 exist at the vacant residential structure located at the real estate identified in Section 1:

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, violations of Sections 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. Multiple areas where cinder blocks in block walls have been removed or fallen, thereby not allowing proper support. There are multiple areas where gaps 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 or failing, a violation of Sections 6.3.1.1(b), (r), and (p). Multiple ceilings inside the structure have collapsed. Multiple areas throughout the structure where the walls and ceilings have detached.
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 Sections 6.3.1.1(b), (r), and (p). 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 the floors and walls have detached.
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 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.
8. 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.
9. The structure is vacant and not secure, a violation of Section 6.3.1.1(ff). The property is easily accessible to people and animals. The structure is full of trash and animal feces.

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The deterioration to the foundation, the collapsing walls, floors, and ceilings, and the detaching of walls from the ceilings and floors renders the structure 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, renders 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.

Due to compromised structural integrity of the foundation due to significant cracks and holes, and evidence of structural failure present in the collapsing walls, ceilings, and floors, and the detaching of the walls of the ceilings and floors, along with the structure's continued deterioration due to neglect, the condition of the residential structure warrants removal. In its present condition, the is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings 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 January 19, 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 **Monday, January 8, 2024 at 2:00 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 November 21, 2023.

City of Goshen Building Department



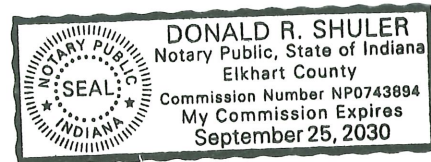
Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this November 21, 2023, 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 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 November 21, 2023:

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.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
NOTICE OF RESCHEDULED HEARING**

December 29, 2023

To: Ronald E. Davidhizar

IN RE: Violation of Goshen City Code

Property located at: 205 Middlebury Street, Goshen, Indiana

Property Tax Code: 20-11-09-227-013.000-015

Review Hearing of November 21, 2023 Building Commissioner Order (enclosed)

You are hereby notified that the hearing scheduled for review of the enclosed Order of the City of Goshen Building Commissioner Order has been rescheduled and is now currently scheduled for **Thursday, January 25, 2024 at 4:00 p.m. (local time)**, or soon thereafter. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.



Donald R. Shuler, #26587-71

Assistant City Attorney

City of Goshen Legal Department

204 East Jefferson Street, Suite 2

Goshen, Indiana 46528

Certificate of Service

The undersigned hereby certifies that the foregoing Notice of Rescheduled Hearing for the premises at 205 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 December 29, 2023:

Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528



Donald R. Shuler

2023-19969

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
11/29/2023 10:18 AM
AS PRESENTED

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 21, 2023

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 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.

DocId:8639714
TX:4238924

Section 2.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 exist at the vacant residential structure located at the real estate identified in Section 1:

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, violations of Sections 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. Multiple areas where cinder blocks in block walls have been removed or fallen, thereby not allowing proper support. There are multiple areas where gaps 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 or failing, a violation of Sections 6.3.1.1(b), (r), and (p). Multiple ceilings inside the structure have collapsed. Multiple areas throughout the structure where the walls and ceilings have detached.
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 Sections 6.3.1.1(b), (r), and (p). 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 the floors and walls have detached.
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 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.
8. 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.
9. The structure is vacant and not secure, a violation of Section 6.3.1.1(ff). The property is easily accessible to people and animals. The structure is full of trash and animal feces.

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The deterioration to the foundation, the collapsing walls, floors, and ceilings, and the detaching of walls from the ceilings and floors renders the structure 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, renders 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.

Due to compromised structural integrity of the foundation due to significant cracks and holes, and evidence of structural failure present in the collapsing walls, ceilings, and floors, and the detaching of the walls of the ceilings and floors, along with the structure's continued deterioration due to neglect, the condition of the residential structure warrants removal. In its present condition, the is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings 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 January 19, 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 **Monday, January 8, 2024 at 2:00 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 November 21, 2023.

City of Goshen Building Department

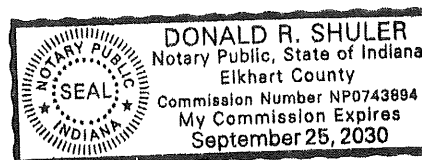

Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this November 21, 2023, 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 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 November 21, 2023:

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 Issuance of Building Commissioner Order

RE: Premises at 205 Middlebury Street, Goshen, Indiana

The undersigned hereby certifies that the Order of the City of Goshen Building Commissioner dated November 21, 2023, along with the Notice of Rescheduled Hearing dated December 29, 2023, for the above-referenced premises were issued to the following parties via Certified Mail on December 29, 2023, with the tracking and return showing signature and service of said Order as indicated:

November 21, 2023 Order of the City of Goshen Building Commissioner

Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528
Certified Mail # 7019 0160 0000 5623 6772
Delivered: December 8, 2023

December 29, 2023 Notice of Rescheduled Hearing

Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528
Certified Mail #7019 0160 0000 5623 6482
Delivered: January 10, 2024



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

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

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

OFFICIAL USE

7019 0160 0000 5623 6772

205 Middlebury St

Certified Mail Fee	\$	
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$	
Sent To	Ronald Davidhizar	
Street and Apt. No., or PO Box No.	203 Middlebury Street	
City, State, ZIP+4®	Goshen, Indiana 46528	



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

SENDER: COMPLETE THIS SECTION

- 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, IN 46528



9590 9402 4989 9063 1432 91

2. Article Number (Transfer from service label)
 7019 0160 0000 5623 6772

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature		<input type="checkbox"/> Agent
X <i>Ronald</i>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
<i>ROND</i>	<i>12/8/23</i>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes		
If YES, enter delivery address below: <input type="checkbox"/> No		

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

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

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

7019 0160 0000 5623 6482

OFFICIAL USE	
Certified Mail Fee	\$4.35
Postage	\$0.90
Total Postage and Fees	\$5.25
Extra Services & Fees (check box, add fees as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$0.00 <input type="checkbox"/> Return Receipt (electronic) \$0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$0.00 <input type="checkbox"/> Adult Signature Required \$0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$0.00	
Sent To Ronald E. Davidhizar Street and Apt. No., or PO Box No. 203 Middlebury St City, State, ZIP+4® Goshen, IN 46528	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



205 Middlebury

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> 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. 	<p>A. Signature X <i>Ronald</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>RON D</i> C. Date of Delivery <i>12/10/24</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>												
<p>1. Article Addressed to: Ronald E. Davidhizar 203 Middlebury St Goshen, IN 46528</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
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<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
<p>2. Article Number (Transfer from service label) 7019 0160 0000 5623 6482</p>	<p>9590 9402 4989 9063 1436 04</p>												
PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt													

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

January 25, 2024

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

IN RE: Violation of Goshen City Code
Property located at: 205 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 November 21, 2023 (hereinafter “Order”) concerning the real estate located at 205 Middlebury Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the “Real Estate”) came before the Hearing Authority on January 25, 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 January 19, 2024.

The following specific violations of Goshen City Code 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, violations 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. Multiple areas where cinder blocks in block walls have been removed or fallen, thereby not allowing proper

- support. There are multiple areas where gaps 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 or failing, a violation of Sections 6.3.1.1(b), (r), and (p). Multiple ceilings inside the structure have collapsed. Multiple areas throughout the structure where the walls and ceilings have detached.
 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 Sections 6.3.1.1(b), (r), and (p). 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 the floors and walls have detached.
 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 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.
 8. 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.
 9. The structure is vacant and not secure, a violation of section 6.3.1.1(ff). The property is easily accessible to people and animals. The structure is full of trash and animal feces.

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 time to complete the demolition required by the Order has passed, and the following conditions and violations of Goshen City Code cited by the Building Commissioner still exist at the residential structure located on the Real Estate:

Building Condition/Violation	Yes	No
1. The foundation is of the structure has not been kept in good repair and has deteriorated to make the structure likely to partially collapse. Multiple areas of the foundation have significant cracks and holes that compromise the structural integrity of the foundation. Multiple areas where cinder blocks in block walls have been removed or fallen, thereby not allowing proper support. There are multiple areas where gaps permit animals or rodents to enter the structure.	<input type="checkbox"/>	<input type="checkbox"/>
2. The ceilings inside the structure have not been kept in good repair, are collapsing or in danger of collapsing or failing. Multiple ceilings inside the structure have collapsed. Multiple areas throughout the structure where the walls and ceilings have detached.	<input type="checkbox"/>	<input type="checkbox"/>
3. The floors inside the structure have not been kept in good repair, are collapsing or in danger of collapsing. 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 the floors and walls have detached.	<input type="checkbox"/>	<input type="checkbox"/>
4. The walls inside the structure have not been kept in good repair. There are multiple areas where the walls have detached from the ceilings and/or floors, indicating structural failure and deterioration.	<input type="checkbox"/>	<input type="checkbox"/>
5. The windows and doors of the structure have not been kept in good repair. There are multiple broken windows and doors at the structure.	<input type="checkbox"/>	<input type="checkbox"/>
6. There is no operable plumbing system at the structure. All plumbing fixtures have not been maintained and are not properly connected.	<input type="checkbox"/>	<input type="checkbox"/>
7. There is no operable heating system at the structure. 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.	<input type="checkbox"/>	<input type="checkbox"/>
8. 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.	<input type="checkbox"/>	<input type="checkbox"/>
9. The structure is vacant and not secure. The property is easily accessible to people and animals. The structure is full of trash and animal feces.	<input type="checkbox"/>	<input type="checkbox"/>

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.

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. The Unsafe Buildings at the Real Estate is ordered to be demolished by February 29, 2024.
- 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 gives the property owner, Ronald Davidhizar, ____ days to complete repairs necessary to address all violations listed in the Order, with this matter set for further review by this Board following that period.
 - 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).

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 January 25, 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 January 25, 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 January 25, 2024, for the premises at 205 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 January ____, 2024:

Ronald Davidhzar
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).



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

January 22, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 304 W. Oakridge Avenue, Goshen, Indiana

An unsafe building review hearing is scheduled for the property located at 304 W. Oakridge Avenue, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner dated November 27, 2023 concerning the property; also attached is the Notice of Rescheduled Hearing dated December 29. Also attached is the Certificate of Issuance establishing service of notice of the unsafe building hearing. The Board of Public Works and Safety needs to conduct the hearing; affirm, rescind, or modify the Building Commissioner Order; and determine what action it will order concerning the property. The form of the Continuous Enforcement Order that may be issued by the BOW following the hearing for this Property is attached.

Section 1 of the Continuous Enforcement Order summarizes the Building Commissioner Order.

Section 2 of the Continuous Enforcement Order addresses the Findings that the Board of Works will need to make following the hearing and any evidence presented. To make these findings, the Board must do so in a motion that is approved; the form of such a motion could utilize the following language:

“I move the Board finds:

- (1) that the code violations identified in the Building Commissioner Order, Numbered 1 through 7, continue to exist;*
- (2) that those violations make the structure an unsafe building because the building is in an impaired structural condition, is dangerous to person or property due to code violations, and is vacant and not maintained in a manner that would permit human occupancy or use; and*
- (3) that the general condition of the building makes demolition appropriate.”*

After making those findings, the Board then issues its Order in Section 3, where it will Affirm the Building Commissioner Order (if agrees with demolition), rescind (property violations have been fixed), or Modified (Believes that property can be fixed). A motion for the Board could utilize the following language:

“I move the Board, based on our findings, affirm the Building Commissioner Order and order the unsafe building at the real estate to be demolished by February 29, 2024.”

2023-19973

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
11/29/2023 10:18 AM
AS PRESENTED



ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 27, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528

Nationstar Mortgage, LLC
8950 Cypress Waters Blvd
Dallas, Texas 75019-4620

Nationstar Mortgage, LLC
c/o Corporation Service Company
135 North Pennsylvania Street, Suite 1610
Indianapolis, Indiana 46204

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206

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 20-11-09-201-005.000-015; commonly known as 304 West Oakridge Avenue, Goshen, Indiana 46528, and more particularly described as follows:

Lot Numbered Two (2), as the said Lot is known and designated on the recorded Plat of Banta's First Addition to the City of Goshen, Indiana; said Plat being recorded in Deed Record 116, page 177, in the Office of the Recorder of Elkhart County, Indiana.

ALSO: The North half (1/2) of the vacated alley lying South of and adjacent to said Lot, Plat being recorded in Deed Record 116, page 177, in the Office of the Recorder of Elkhart County, Indiana.

Section 2.

The Goshen Building Department inspected the subject real estate and the vacant structure located thereon on October 24, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and an opportunity given to make repairs. There has been no significant improvement to the vacant structure at the real estate.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department:

1. The foundation is failing, making the structure likely to collapse, a violation of Sections 6.3.1.1(b) and (r). The foundation wall on the west side of the structure has collapsed, and the earth beneath it has washed causing the concrete to collapse into the basement. The collapsed foundation wall renders the entire structure in danger of collapse. The floor has started to sag as a result of the failing foundation.
2. The structure has become so dilapidated and deteriorated that it has become freely accessible, a violation of Section 6.3.1.1(w). The collapsed foundation wall and concrete makes the structure a danger to anyone who enters.
3. The chimney is not structurally sound, a violation of Section 6.3.1.1(z). Areas of the chimney are beginning to fail.
4. There is no working heating and mechanical system at the structure, a violation of Section 6.3.1.1(a).
5. There is no working plumbing system at the structure, a violation of Section 6.3.1.1(a).
6. There is no working electrical system at the structure, a violation of Section 6.3.1.1(a). There is also loose exposed electrical wiring throughout the structure.
7. The windows have not been kept in good repair, a violation of Section 6.3.1.1(d). There are multiple broken windows that have been boarded up.

The structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The collapsed foundation wall on the west side, permitting earth to wash into the basement and causing the floor to sag, renders the structure in an impaired structural condition that makes it unsafe to person or property. The dilapidated nature of the structure, its deterioration due to neglect, its loose exposed electrical wiring, and its unsecured nature makes it a fire hazard. The structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the collapsed foundation wall, failing chimney, and unsecured nature. The structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the collapsed foundation wall and the failing chimney, combined with the unsecured nature of the structure and its continued deteriorated as a result of neglect, the structure warrants removal. In its present condition, the structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings 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 January 22, 2024.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make 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 **Monday, January 8, 2024 at 2:00 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.

Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 304 W. Oakridge Avenue, 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 November 27, 2023:

Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528

Nationstar Mortgage, LLC
8950 Cypress Waters Blvd
Dallas, Texas 75019-4620

Nationstar Mortgage, LLC
c/o Corporation Service Company
135 North Pennsylvania Street, Suite 1610
Indianapolis, Indiana 46204

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206



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.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
NOTICE OF RESCHEDULED HEARING**

December 29, 2023

To: Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528

Nationstar Mortgage, LLC
c/o Corporation Service Company
135 N. Pennsylvania St., Suite 1610
Indianapolis, Indiana 46204

Nationstar Mortgage, LLC
8950 Cypress Waters Blvd
Dallas, Texas 75019-4620

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206

IN RE: Violation of Goshen City Code
Property located at: 304 West Oakridge Avenue, Goshen, Indiana
Property Tax Code: 20-11-09-201-005.000-015
Review Hearing of November 27, 2023 Building Commissioner Order (enclosed)

You are hereby notified that the hearing scheduled for review of the enclosed Order of the City of Goshen Building Commissioner Order has been rescheduled and is now currently scheduled for **Thursday, January 25, 2024 at 4:00 p.m. (local time)**, or soon thereafter. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.



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

Certificate of Service


The undersigned hereby certifies that the foregoing Notice of Rescheduled Hearing for the premises at 304 W. Oakridge Avenue, 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 December 29, 2023:

Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528

Nationstar Mortgage, LLC
c/o Corporation Service Company
135 N. Pennsylvania St., Suite 1610
Indianapolis, Indiana 46204

Nationstar Mortgage, LLC
8950 Cypress Waters Blvd
Dallas, Texas 75019-4620

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206


Donald R. Shuler

2023-19973

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
11/29/2023 10:18 AM
AS PRESENTED

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 27, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528

Nationstar Mortgage, LLC
8950 Cypress Waters Blvd
Dallas, Texas 75019-4620

Nationstar Mortgage, LLC
c/o Corporation Service Company
135 North Pennsylvania Street, Suite 1610
Indianapolis, Indiana 46204

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206

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 20-11-09-201-005.000-015; commonly known as 304 West Oakridge Avenue, Goshen, Indiana 46528, and more particularly described as follows:

Lot Numbered Two (2), as the said Lot is known and designated on the recorded Plat of Banta's First Addition to the City of Goshen, Indiana; said Plat being recorded in Deed Record 116, page 177, in the Office of the Recorder of Elkhart County, Indiana.

ALSO: The North half (1/2) of the vacated alley lying South of and adjacent to said Lot, Plat being recorded in Deed Record 116, page 177, in the Office of the Recorder of Elkhart County, Indiana.

Section 2.

The Goshen Building Department inspected the subject real estate and the vacant structure located thereon on October 24, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and an opportunity given to make repairs. There has been no significant improvement to the vacant structure at the real estate.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department:

1. The foundation is failing, making the structure likely to collapse, a violation of Sections 6.3.1.1(b) and (r). The foundation wall on the west side of the structure has collapsed, and the earth beneath it has washed causing the concrete to collapse into the basement. The collapsed foundation wall renders the entire structure in danger of collapse. The floor has started to sag as a result of the failing foundation.
2. The structure has become so dilapidated and deteriorated that it has become freely accessible, a violation of Section 6.3.1.1(w). The collapsed foundation wall and concrete makes the structure a danger to anyone who enters.
3. The chimney is not structurally sound, a violation of Section 6.3.1.1(z). Areas of the chimney are beginning to fail.
4. There is no working heating and mechanical system at the structure, a violation of Section 6.3.1.1(a).
5. There is no working plumbing system at the structure, a violation of Section 6.3.1.1(a).
6. There is no working electrical system at the structure, a violation of Section 6.3.1.1(a). There is also loose exposed electrical wiring throughout the structure.
7. The windows have not been kept in good repair, a violation of Section 6.3.1.1(d). There are multiple broken windows that have been boarded up.

The structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The collapsed foundation wall on the west side, permitting earth to wash into the basement and causing the floor to sag, renders the structure in an impaired structural condition that makes it unsafe to person or property. The dilapidated nature of the structure, its deterioration due to neglect, its loose exposed electrical wiring, and its unsecured nature makes it a fire hazard. The structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the collapsed foundation wall, failing chimney, and unsecured nature. The structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the collapsed foundation wall and the failing chimney, combined with the unsecured nature of the structure and its continued deteriorated as a result of neglect, the structure warrants removal. In its present condition, the structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings 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 January 22, 2024.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make 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 **Monday, January 8, 2024 at 2:00 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.

Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 304 W. Oakridge Avenue, 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 November 27, 2023:

Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528

Nationstar Mortgage, LLC
8950 Cypress Waters Blvd
Dallas, Texas 75019-4620

Nationstar Mortgage, LLC
c/o Corporation Service Company
135 North Pennsylvania Street, Suite 1610
Indianapolis, Indiana 46204

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206



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 Issuance of Building Commissioner Order

RE: Premises at 304 West Oakridge Avenue, Goshen, Indiana

The undersigned hereby certifies that the Order of the City of Goshen Building Commissioner dated November 27, 2023, along with the Notice of Rescheduled Hearing dated December 29, 2023, for the above-referenced premises were issued to the following parties via Certified Mail on December 29, 2023, with the tracking and return showing signature and service of said Order as indicated:

Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528
Certified Mail # 7019 0160 0000 5623 6420
Delivered: January 2, 2024

Nationstar Mortgage, LLC
8950 Cypress Waters Blvd
Dallas, Texas 75019-4620
Certified Mail # 7019 0160 0000 5623 6444
Delivered: January 3, 2024

Nationstar Mortgage, LLC
c/o Corporation Service Company
135 N. Pennsylvania Street, Suite 1610
Indianapolis, Indiana 46204
Certified Mail # 7019 0160 0000 5623 6451
Delivered: January 2, 2024

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206
Certified Mail # 7019 0160 0000 5623 6437
Delivered: January 8, 2024



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

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

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

Goshen, IN 46528

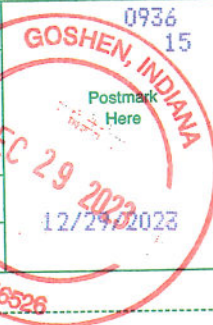
OFFICIAL USE

Certified Mail Fee \$4.35
 \$3.55
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.90

Total Postage and Fees \$8.80

Sent To **Roman Navarro**
 Street and Apt. No., or PO Box No. **306 W. Oakridge Ave**
 City, State, ZIP+4® **Goshen, IN 46528**



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

7019 0160 0000 5623 6420

SENDER: COMPLETE THIS SECTION

- 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:
 Roman Navarro
 306 W. Oakridge Ave
 Goshen, IN 46528



9590 9402 4989 9063 1436 80

2. Article Number (Transfer from service label)
 7019 0160 0000 5623 6420

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Roman Navarro Agent Addressee
 B. Received by (Printed Name) **Roman Navarro** C. Date of Delivery **1-2-29**

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

Domestic Return Receipt

USPS Tracking®

Tracking Number:

70190160000056236444

Copy Add to Informed Delivery (<https://informedde...>)

4449 3295 0000 0910 6102

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

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

OFFICIAL USE

Coppell, TX 75019

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$3.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.90
Total Postage and Fees	\$8.80

Postmark Here
 DEC 29 2023
 0936
 COPELLE, INDIANA

Sent To: **Nationstar Mortgage, LLC**
 Street and Apt. No., or PO Box No.: **8950 Cypress Walks Blvd**
 City, State, ZIP+4®: **Dallas, TX 75019-4620**

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

Latest Update

Your item was delivered to an individual at the address at 11:00 am on January 3, 2024 in COPPELL, TX 75019.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

COPPELL, TX 75019

January 3, 2024, 11:00 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Feedback

Text & Email Updates

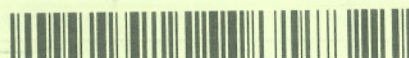
USPS Tracking Plus®

Product Information

Track Another Package

Enter tracking or barcode number

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> 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. 	<p>A. Signature X <i>Jeffrey Kobow</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Jeffrey Kobow</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>																
<p>1. Article Addressed to: Nationstar Mortgage, LLC 8950 Cypress Walks Blvd Dallas, TX 75019-4620</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery over \$500</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery over \$500	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery over \$500																	
<p>2. Article Number (Transfer from service label) 7019 0160 0000 5623 6444</p>	<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p> <p>Domestic Return Receipt</p>																



9590 9402 4989 9063 1436 66

USPS Tracking®

Tracking Number:

7019016000056236451

Copy

Add to Informed Delivery (<https://informeddelivery.usps.com>)

7019 0160 0000 5623 6451

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

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

Indianapolis, IN 46204

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$3.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.90
Total Postage and Fees	\$8.80

Postmark Here
DEC 29 2023
GOSHEN, INDIANA 0936

Sent To: Natansor Mortgage, LLC c/o Corporation Service Co.
Street and Apt. No., or PO Box No.: 135 N. Pennsylvania St., Suite 1610
City, State, ZIP+4®: Indianapolis, IN 46204

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

Latest Update

Your item was picked up at a postal facility at 9:39 am on January 2, 2024 in INDIANAPOLIS, IN 46204.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Postal Facility

INDIANAPOLIS, IN 46204

January 2, 2024, 9:39 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Feedback

USPS Tracking®

Tracking Number:

7019016000056236437

Copy Add to Informed Delivery (<https://informedelivery.usps.com>)

7019 0160 0000 5623 6437

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

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

Indianapolis, IN 46206

OFFICIAL USE

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee as appropriate)	\$7.55
<input type="checkbox"/> Return Receipt (hardcopy)	\$3.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$4.00
<input type="checkbox"/> Adult Signature Required	\$3.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$3.00
Postage	\$0.90
Total Postage and Fees	\$8.80

Postmark Here
DEC 29 2023
12/29/2023
GOSHEN, INDIANA

Sent To: State of Indiana Gross Income Tax Division
Street and Apt. No., or P.O. Box No.: P.O. Box 595
City, State, ZIP+4®: Indianapolis, IN 46206

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

Latest Update

Your item was picked up at a postal facility at 11:42 am on January 8, 2024 in INDIANAPOLIS, IN 46206.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Postal Facility

INDIANAPOLIS, IN 46206
January 8, 2024, 11:42 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package) (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Track Another Package

Enter tracking or barcode numbers

Feedback

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

January 25, 2024

To: Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528

Shellpoint Mortgage Servicing
c/o Corporation Service Company
135 N. Pennsylvania St., Suite 1610
Indianapolis, Indiana 46204

Shellpoint Mortgage Servicing
1100 Virginia Drive, Suite 125
Fort Washington, Pennsylvania 19034

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206

IN RE: Violation of Goshen City Code

Property located at: 304 W. Oakridge Avenue, Goshen, Indiana

Property Tax Code: 20-11-09-201-005.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Roman Navarro

Substantial property of interest of record: Shellpoint Mortgage Servicing
State of Indiana Gross Income Tax
Division

Section 1. Background

The Order of the City of Goshen Building Commissioner dated November 27, 2023 (hereinafter “Order”) concerning the real estate located at 304 W. Oakridge Avenue, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the “Real Estate”) came before the Hearing Authority on January 25, 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 January 22, 2024.

The following specific violations of Goshen City Code were identified in the Order:

1. The foundation is failing, making the structure likely to collapse, a violation of Sections 6.3.1.1(b) and (r). The foundation wall on the west side of the structure has collapsed, and the earth beneath it has washed causing the concrete to collapse into the basement. The collapsed foundation wall renders the entire structure in danger of collapse. The floor has started to sag as a result of the failing foundation.
2. The structure has become so dilapidated and deteriorated that it has become freely accessible, a violation of Section 6.3.1.1(w). The collapsed foundation wall and concrete makes the structure a danger to anyone who enters.
3. The chimney is not structurally sound, a violation of Section 6.3.1.1(z). Areas of the chimney are beginning to fail.
4. There is no working heating and mechanical system at the structure, a violation of Section 6.3.1.1(a).
5. There is no working plumbing system at the structure, a violation of Section 6.3.1.1(a).
6. There is no working electrical system at the structure, a violation of Section 6.3.1.1(a). There is also loose exposed electrical wiring throughout the structure.
7. The windows have not been kept in good repair, a violation of Section 6.3.1.1(d). There are multiple broken windows that have been boarded up.

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 time to complete the demolition required by the Order has passed, and the following conditions and violations of Goshen City Code cited by the Building Commissioner still exist at the residential structure located on the Real Estate:

Building Condition/Violation	Yes	No
1. The foundation is failing, making the structure likely to collapse. The foundation wall on the west side of the structure has collapsed, and the earth beneath it has washed out causing the concrete to collapse into the basement. The collapsed foundation wall renders the entire structure in danger of collapse. The floor has started to sag as a result of the failing foundation.	<input type="checkbox"/>	<input type="checkbox"/>
2. The structure has become so dilapidated and deteriorated that it has become freely accessible. The collapsed foundation wall and concrete makes the structure a danger to anyone who enters.	<input type="checkbox"/>	<input type="checkbox"/>
3. The chimney is not structurally sound. Areas of the chimney are beginning to fail.	<input type="checkbox"/>	<input type="checkbox"/>
4. There is no working heating and mechanical system at the structure.	<input type="checkbox"/>	<input type="checkbox"/>
5. There is no working plumbing system at the structure.	<input type="checkbox"/>	<input type="checkbox"/>
6. There is no working electrical system at the structure. There is also loose exposed electrical wiring throughout the structure.	<input type="checkbox"/>	<input type="checkbox"/>
7. The windows have not been kept in good repair. There are multiple broken windows that have been boarded up.	<input type="checkbox"/>	<input type="checkbox"/>

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.

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. The Unsafe Buildings at the Real Estate is ordered to be demolished by February 29, 2024.
- 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 gives the property owner, Roman Navarro, _____ days to complete repairs necessary to address all violations listed in the Order, with this matter set for further review by this Board following that period.
 - 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).

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:

EXHIBIT A

Lot Numbered Two (2), as the said Lot is known and designated on the recorded Plat of Banta's First Addition to the City of Goshen, Indiana; said Plat being recorded in Deed Record 116, page 177, in the Office of the Recorder of Elkhart County, Indiana.

ALSO: The North half (1/2) of the vacated alley lying South of and adjacent to said Lot, Plat being recorded in Deed Record 116, page 177, in the Office of the Recorder of Elkhart County, Indiana.

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 January 25, 2024, for the premises at 304 W. Oakridge Avenue, 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 January ____, 2024:

Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528

Shellpoint Mortgage Servicing
c/o Corporation Service Company
135 N. Pennsylvania St., Suite 1610
Indianapolis, Indiana 46204

Shellpoint Mortgage Servicing
1100 Virginia Drive, Suite 125
Fort Washington, Pennsylvania 19034

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206

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).