



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

Regular Meeting Agenda

**4:00 p.m., March 28, 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: March 14, 2024**

### **Approval of Agenda**

- 1) Open sealed proposals:** Steury Avenue and Lincoln Avenue Roadway Reconstruction & Drainage Improvements (*Bids due by 3:45 p.m. on March 28, 2024*)
- 2) Downtown Goshen Inc. requests:** Approve additional street closure and parking spaces for May 3rd and July 5<sup>th</sup> First Friday activities
- 3) Goshen College request:** Approve closure of Kenwood Place, from 4-9 p.m., on April 19, 2024 for a campus-wide block party
- 4) Borntrager, Inc. request:** Approve the closure of four on-street parking spaces and adjacent sidewalk areas, from 7-10 a.m., on April 2, 2024 for a re-roofing at 127 E. Lincoln Ave.
- 5) Barecito request:** Consider approval of extension of patio at 114 West Jefferson Street into the City's right of way
- 6) Engineering Department request:** Approve the closure of 10<sup>th</sup> Street, from Jackson Street through Douglas Street, from April 2 until June 28, 2024
- 7) Engineering Department request:** Approve lowering the speed limit to 25 mph at the corners of Brinkley Way West and Brinkley Way East
- 8) Engineering Department request:** Approve and authorize the Mayor to sign the agreement with Cultivate Geospatial for Professional Engineering On-Call Consulting Services for the Geographic Information System (GIS) and authorize the Mayor to sign Task Orders
- 9) Engineering Department request:** Approve Amendment No. 1 with Abonmarche Group for completion of an additional survey for a cost of \$5,500.00 and authorize the Mayor to sign the agreement



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

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

### **Privilege of the Floor**

#### **BOARD OF WORKS & STORMWATER BOARD**

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

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

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

*Approval of this item is required by both Boards:*

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

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

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

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

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

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

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

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

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

### ***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

### MINUTES OF THE MARCH 14, 2024 REGULAR MEETING

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

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

**Absent:**

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

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the March 7, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board Member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board Member Orv Myers. Motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Landis moved to accept the agenda as presented. Board member Myers seconded the motion. The motion passed 5-0.

#### 1) Police request: Approve the retirement of Officer Michael A. Miller #107, effective March 22, 2024

City Police Chief José Miller asked the Board to approve the retirement of Officer Michael A. Miller #107, effective March 22, 2024. Officer Miller's last day working will be March 21, 2024.

Chief Miller said Officer Miller submitted his retirement letter after many years of service. Officer Miller started his full-time career at the Goshen Police Department on Sept. 2 1991 and gave the community 32½ years of service. Officer Miller worked most of those years on the afternoon and midnight shifts. He has been a Field Training Officer, Sergeant, Lieutenant and Captain on patrol and served on the Emergency Response Team.

Chief Miller said Officer Miller has a great deal of knowledge and experience that will truly be missed. "He has a calming demeanor and was an excellent mentor to many younger officers throughout their careers, including myself," Chief Miller said. "I would like to thank Officer Miller for his service and commitment to this department and our community and I wish him the absolute best in his retirement and any future endeavors."

In his letter of retirement, Officer Miller wrote, "I have been with the department now for 32½ years ... and now it is time for me to hang up the gun belt."

On behalf of the Board and the entire City, Mayor Leichty thanked Officer Miller.

Landis/Myers made a motion to approve the retirement of Officer Michael A. Miller #107, effective March 22, 2024. Motion passed 5-0.

#### 2) Police/Legal departments requests: Approve Conditional Offers of Employment for: (1) Quinten Allen Bland, (2) Darrick Leighton Braun, (3) Aaron James Dolph, (4) Preston Ryan Lancour, (5) Luis Alberto Lopez, (6) Logan Jacob Wenger and (7) Rodger Dale Wigent

On behalf of the Police Department, City Attorney Bodie Stegelmann recommended that the Board extend conditional offers of employment to seven individuals, approve each of the Conditional Offer of Employment Agreements attached to the agenda packet and authorize the Mayor to execute each agreement on behalf of the City and the Board.

The conditional employment offers were to be extended to: (1) Quinten Allen Bland, (2) Darrick Leighton Braun, (3) Aaron James Dolph, (4) Preston Ryan Lancour, (5) Luis Alberto Lopez, (6) Logan Jacob Wenger and (7) Rodger Dale Wigent.



**Stegelmann** said each agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes first being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. If approved, the Police Department will request the Board to confirm the offers of employment. Once employed, each will be required to successfully complete all training requirements, including complete the Tier I basic training requirements and obtain certification with the Indiana Law Enforcement Training Board.

**Mayor Leichty** said it was very exciting to have seven additional officers in development.

**Landis/Myers** made a motion to extend a conditional offers of employment to **Quinten Allen Bland, Darrick Leighton Braun, Aaron James Dolph, Preston Ryan Lancour, Luis Alberto Lopez, Logan Jacob Wenger and Rodger Dale Wigent** as probationary patrol officers, approve the Conditional Offer of Employment Agreements with them, and authorize the Mayor to execute the agreements. Motion passed 5-0.

**3) Organization request: Approve Resolution 2024-06, Interlocal Agreement with the County of Elkhart for Animal Control Services**

**City Attorney Bodie Stegelmann** asked the Board to approve Resolution 2024-06, to approve the terms and conditions and authorize the execution of an Interlocal Agreement with the County of Elkhart for Animal Control Services.

**Stegelmann** said Elkhart County has negotiated a contract with the Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2024 for certain areas of the county, including within the Goshen city limits. Under this agreement, the City would contribute \$93,940 to reimburse the County for the cost of providing animal shelter management and animal control services within the Goshen city limits.

**Under the agreement, communities will pay the following amounts for animal control services:**

City of Elkhart	\$153,065
City of Goshen	\$93,940
Town of Middlebury	\$6,534.
Town of Wakarusa	\$7,260
Town of Bristol	\$4,840
Town of Nappanee	\$12,688

**Board member Landis** asked if the \$93,940 cost to the City was similar to last year. **Stegelmann** said he believed it was a 10% increase and there was an increase last year after years of fairly stable costs.

Asked by **Board member Landis** who negotiated the agreement, **Stegelmann** said he was unsure. **Board member Landis** and **Mayor Leichty** said the City has contracted for these services for years and it was an important service. **Landis/Myers** made a motion to adopt Resolution 2024-06, Interlocal Agreement with the County of Elkhart for Animal Control Services. Motion passed 5-0.

**4) Legal Department request: Approve Resolution 2024-11, Approving Certain Revised City of Goshen Police Department Policies and Repealing Various Policies, effective March 21, 2024**

**City Attorney Bodie Stegelmann** said the Board previously approved City of Goshen Police Department Policies developed in coordination with Lexipol, LLC. The Police Department and Lexipol LLC staff have identified certain additional revisions to policies deemed appropriate due to legislative or other changed circumstances.

**Stegelmann** said attached to Resolution 2024-11 were redlined portions of policies to show the revisions suggested. If the Board approves Resolution 2024-32, he said the redlines will be removed and the policies will be inserted into the Policy Manual in final form.



**According to Resolution 2024-11:**

- On Dec. 7, 2020, the Board approved an agreement with Lexipol LLC to review, revise, and keep up-to-date the City of Goshen Police Department's policies;
- The Board has previously approved new Police Department policies developed and suggested by Lexipol LLC, as well as revisions thereto;
- As part of the process of keeping its policies up-to-date, the Police Department and Lexipol LLC staff have identified certain revisions to current policies deemed appropriate due to legislative or other changed circumstances; and
- The Board was being asked to find that it was appropriate to approve the revisions to policies identified below, and to repeal policies previously approved, separately identified below.

**If Resolution 2024-11 was approved, the following revised City of Goshen Police Department Policies, red-line versions of which were attached hereto and made a part hereof, would be hereby approved, as amended March 14, 2024, effective March 21, 2024:**

- 200 Organizational Structure and Responsibility
- 202 Training
- 209 LETB Uniform Statewide Defensive Tactics Training Program
- 300 Response to Resistance
- 301 Response to Resistance Review Boards
- 302 Handcuffing and Restraints
- 303 Control Devices
- 304 Conducted Energy Device
- 305 Officer-Involved Deadly Force Incidents
- 306 Firearms
- 307 Vehicle Pursuits
- 308 Foot Pursuits
- 310 Canines
- 313 Child Abuse
- 314 Adult Abuse
- 322 Report Preparations
- 336 LETB Uniform Statewide Police on Deadly Force
- 401 Bias-Based Policing
- 405 Ride-Alongs
- 409 Crisis Intervention Incidents
- 410 Involuntary Detentions
- 427 Medical Aid and Response
- 428 First Amendment Assemblies
- 432 Bicycle Patrol
- 606 Warrant Service
- 703 Vehicle Use
- 800 Evidence Storage
- 801 Records Section
- 900 Temporary Custody of Adults
- 902 Custodial Searches



- 1000 Recruitment and Selection
- 1001 Performance Evaluations
- 1023 Line-of-Duty Deaths
- 1024 Wellness Program

**Upon approval of Resolution 2024-11, the following current City of Goshen Police Department policies would be hereby repealed, effective March 21, 2024:**

- 200 Organizational Structure and Responsibility
- 202 Training
- 209 LETB Uniform Statewide Defensive Tactics Training Program
- 300 Response to Resistance
- 301 Response to Resistance Review Boards
- 302 Handcuffing and Restraints
- 303 Control Devices
- 304 Conducted Energy Device
- 305 Officer-Involved Deadly Force Incidents
- 306 Firearms
- 307 Vehicle Pursuits
- 308 Foot Pursuits
- 310 Canines
- 313 Child Abuse
- 314 Adult Abuse
- 322 Report Preparations
- 336 LETB Uniform Statewide Police on Deadly Force
- 401 Bias-Based Policing
- 405 Ride-Alongs
- 409 Crisis Intervention Incidents
- 410 Involuntary Detentions
- 427 Medical Aid and Response
- 428 First Amendment Assemblies
- 432 Bicycle Patrol
- 606 Warrant Service
- 703 Vehicle Use
- 800 Evidence Room
- 801 Records Section
- 900 Temporary Custody of Adults
- 902 Custodial Searches
- 1000 Recruitment and Selection
- 1001 Performance Evaluations
- 1023 Line-of-Duty Deaths
- 1024 Wellness Program

**Board member Landis** asked about the mandated review of the Police Department's organization chart. **Chief Miller** said this policy was to allow changes in the structure of the department.

**Landis/Myers** made a motion to approve Resolution 2024-11, Approving Certain Revised City of Goshen Police Department Policies and Repealing Various Policies, effective March 21, 2024. Motion passed 5-0.



**5) Legal Department request: Approve Resolution 2024-12, Declaring Surplus and Authorizing the Disposal of Brass Meters**

City Attorney Bodie Stegelmann said the City Water Department wanted to dispose of brass meters that have been removed from the distribution system due to poor performance or age. He said these meters may have a scrap value estimated to be less than \$2,000.

Stegelmann said Resolution 2024-12 would declare the meters as surplus and authorize the disposal by selling the meters for scrap. In the meters have no scrap value, authorization would be given to demolish or junk the meters.

**Pursuant to Resolution 2024-12, the following brass meters would be declared as surplus property:**

Quantity	Meter Size
92	5/8"
317	3/4"
19	1"
2	1-1/2"
4	2"
3	3"
1	4"

(438 Total)

Board member Landis asked about the value of the meters. Superintendent of the City Water Treatment and Sewer Department Marvin Shepherd said the meters were only valued at about 75 cents per pound.

Landis/Myers made a motion to pass Resolution 2024-12, Declaring Surplus and Authorizing the Disposal of Brass Meters. Motion passed 5-0.

**6) Legal Department request: Approve the Agreement with Cripe Design LLC for the study of a potential use and renovation of the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5th Street, and City Hall**

City Attorney Bodie Stegelmann said the City wants to enter into an agreement with Cripe Design, LLC for the study of potential use and renovation of the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5th Street, and City Hall. Compensation will be \$13,000.00, with any optional Construction Cost Predictions billed at \$180 per hour.

**Under the agreement, Cripe Design, LLC will provide the City with the following architectural services:**

- Schematic Design Study for the City of Goshen Police Department, Evidence Lab & Storage, City Court and Clerk's Offices, Maintenance, Police & Courts Building, Goshen Chamber of Commerce Building, and Goshen News Building. which services are more particularly described in Cripe Design's proposal (attached as Exhibit A)
- Schematic Design Study for City Hall, which services are more particularly described in Cripe Design's proposal (attached as Exhibit B)

Landis/Myers made a motion to approve the Agreement with Cripe Design LLC for the study of a potential use and renovation of the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5th Street, and City Hall. Motion passed 5-0.

**7) Legal Department request: Award the contract to PVS Technologies, Inc. as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Ferric Chloride at a cost of \$1.53 per pound Fe. for the 2024 calendar year**

City Attorney Bodie Stegelmann said the City solicited quotes for the purchase of Ferric Chloride, a chemical required for the Waste Water Treatment Plant, in accordance with Indiana Code §5-22-8-3.



Below is a summary of the quotes received for the supply of Ferric Chloride for the 2024 calendar year:

Vendor	Unit Price per/lb Fe	Notes
Kemira Water Solutions, Inc Lawrence, KS 66049 1	1.538	
<b>PVS Technologies, Inc.</b> Detroit, MI 48213 W3T Churubusco, IN 46723	<b>1.53</b>	Did not provide a quote.

**Stegelmann** said PVS Technologies, Inc. was the lowest responsive and responsible quoter and it was recommended that the Board award the contract to supply the City with Ferric Chloride for the 2024 calendar year to PVS Technologies, Inc.

**Landis/Myers** made a motion to award the contract to PVS Technologies, Inc. as the lowest responsive and responsible quoter, and authorize the issuance of a purchase order for the purchase of Ferric Chloride at a cost of \$1.53 per lb. Fe. for the 2024 calendar year. Motion passed 5-0.

8) **Legal Department request:** Award the contract to Rowell Chemical Corp. as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Sodium Hypochlorite at a cost of \$1.79 per gallon for the 2024 calendar year

**City Attorney Bodie Stegelmann** said the City solicited quotes for the purchase of Sodium Hypochlorite, a chemical required for the Waste Water Treatment Plant, in accordance with Indiana Code §5-22-8-3.

Below is a summary of the quotes received for Sodium Hypochlorite for the 2024 calendar year:

Vendor	Unit Price per/gal	Notes
Haviland Products 421 Ann Ste, N.W. Grand Rapids, MI 49501		Declined to bid
Olin Chemical Lemont, IL		Did not provide a quote
<b>Rowell Chemical Corp</b> Hinsdale, IL	<b>\$1.79</b>	
Alexander Chemical Corp Peru, IL	\$1.81	

**Stegelmann** said Rowell Chemical Corp was the lowest responsive and responsible quoter and it was recommended that the Board award the contract to supply the City with sodium hypochlorite for the 2024 calendar year to Rowell Chemical Corp.

**Clerk-Treasurer Aguirre** said that in recent years the City has had a number of short-term agreements with companies to provide certain chemicals to the Water and Sewer Department because of supply issues. He wanted to know if these supply issues have continued.

**Superintendent of the City Wastewater Treatment Plant Jim Kerezman** said the cost of some caustic chemicals needed for water treatment has increased, but not for chemicals needed for wastewater treatment. **Superintendent of the City Water Treatment and Sewer Department Marvin Shepherd** added that the costs of chlorine and fluoride, which are needed for water treatment, continue to fluctuate.

**Landis/Myers** made a motion to award the contract to Rowell Chemical Corp. as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Sodium Hypochlorite at a cost of \$1.79 per gallon for the 2024 calendar year. Motion passed 5-0.





9) Legal Department request: Approve the terms and conditions and authorize Mayor Leichty to execute the contract for City of Goshen lawn services with Colin Avila d/b/a Yardshark on behalf of the City of Goshen and the Goshen Board of Public Works and Safety

City Attorney Bodie Stegelmann said attached to the meeting agenda packet for the Board's approval and authorization for the Mayor to execute was a contract for City of Goshen Lawn Services with Colin Avila, doing business as "Yardshark".

Stegelmann said Yardshark has agreed to provide the City with lawn mowing and maintenance services for 18 City "service areas" for the 2024 mowing season with the option to renew the Contract for up to two additional mowing seasons. The City will pay Yardshark for the services provided based on the established unit cost for each service area as set forth in Exhibit B, which was attached to the contract.

Stegelmann said the compensation for some services areas were based on a lump sum monthly cost (or prorated portion thereof) or based on a unit cost for each mow. He said the Goshen Redevelopment Commission approved and authorized execution of the contract at the City Redevelopment Commission's March 12, 2024 meeting as seven (7) of the services areas are owned or controlled by the Commission.

Board member Landis said in the past there have been multiple bids for this service. He asked if this was an extension of a contract or a change in procedures. Stegelmann said the City contracted with Yardshark two years ago and it was a good experience. He said there was a consensus among City staff to contract with Yardshark.

Mayor Leichty said Yardshark did an exceptional job and the City did not receive good service last year.

Landis/Myers made a motion to approve the terms and conditions and authorize Mayor Leichty to execute the contract for City of Goshen lawn services with Colin Avila, doing business as Yardshark, on behalf of the City of Goshen and the Goshen Board of Public Works and Safety. Motion passed 5-0.

10) Engineering Department request: Approve the extension of the closure of Douglas Street, west of 10th Street, until Sept. 30, 2024

City Director of Public Works & Utilities Dustin Sailor said Niblock Excavating has requested permission to extend the closure of East Douglas Street, west of South 10th Street, until Sept. 30, 2024. This is a dead-end street, and Niblock will coordinate access for necessary deliveries for Gleason Industries.

Sailor said Niblock Excavating has encountered delays with weather and necessary underground utility changes. Sailor said the road will remain closed to protect the storm system until completion of the project.

Landis/Myers made a motion to approve the extension of the closure of Douglas Street west of 10th Street until Sept. 30, 2024. Motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:22 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 Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 5-0.

Adjournment

Mayor Leichty adjourned the Board of Works meeting at 4:23 p.m.



APPROVED:

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Mayor Gina Leichy

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Mike Landis, Member

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Orv Myers, Member

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Mary Nichols, Member

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Barb Swartley, Member

ATTEST:

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Richard R. Aguirre, City of Goshen Clerk-Treasurer



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

March 28, 2024

To: Goshen Board of Public Works and Safety  
From: Shannon Marks, Legal Compliance Administrator  
Subject: Open Sealed Proposals

The City has solicited sealed proposals to be opened by the Board of Public Works and Safety for the following:

Project: Steury Avenue and Lincoln Avenue Reconstruction & Drainage Improvements  
Project Number: JN 2019-0046  
Proposal Due Date & Time: March 28, 2024 at 4:00 p.m.

A sealed proposal may be delivered to the Board, c/o Clerk-Treasurer's Office until 3:45 p.m. of the date of the meeting. After 3:45 p.m. and up until 4:00 p.m. of the date of the meeting, a sealed proposal may be delivered to the Board in the City Court Room/Council Chambers.

Prior to opening proposals, it is recommended that an announcement be made to determine if there are any additional proposals to be submitted to the Board. Otherwise, any proposal that is submitted after the Board begins opening proposals will be returned.



324 S 5th St. Goshen, IN 46528  
amanda@eyedart.com  
(574) 203-2034 ext. 6

Board of Works Request  
Mar 26, 2024

Downtown Goshen Inc. is requesting additional street closure and parking spaces for purposes of May 3rd and July 5th, First Friday activities.

1. What parking spaces/streets do you want to close/use?

**May 3rd:** In addition to the original request, we would like to close Main Street from Clinton to Pike from 2 to 10 pm, 4 parking spots at the corner of Lincoln and Main (on the southwest side of the Courthouse lawn) from noon to 10 pm, and request the use of parking spots in the public parking lot behind the old Kline's building for the trash trailer.

**July 5th:** In addition to the original request, we would like to close Main Street from Jefferson to Madison from 1 to 11 pm.

2. Why do you want to close them? What activities will take place?

**May 3rd:** Downtown Goshen First Fridays - the additional street closure is for a First Fridays endorsed car show (featuring electric vehicles and scooters) hosted by the Elks Lodge. The parking spots will be for a vendor who needs access to their trailer throughout the evening.

**July 5th:** Downtown Goshen First Fridays - additional car show parking.

3. When do you want to start the closure, and when will the closure end?

**May 3rd:** 2 - 10 pm and the parking spots - noon to 10 pm.

**July 5th:** 1 - 11 pm

4. Are there any affected businesses, and are they supportive of your request to close the parking spaces?

Businesses on the street will be affected by the closure. They have been informed, with specific attention, to the gas station at the corner of Pike and Main in May.

5. Do you require any barricades from the Street Department to accomplish the closure of your event? We will require barricades and no parking signs.

Thank you for your consideration.

Amanda Rose  
Director of First Fridays  
Eyedart Creative Studios



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

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

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

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

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** March 28, 2024  
**Subject:** Street closure request from Goshen College

***The Clerk-Treasurer received the following request:***

**March 21, 2024**

To: Goshen Board of Public Works  
From: Ana Yoder & Kevin Schultz, Goshen College student and Resident Director  
Re: Street closure request for campus block party  
Date: April 19, 2024

Hello,

My name is Ana Yoder and I am currently a student at Goshen College. I would like to request a road closure for Kenwood Place. on April 19th from 4 pm until 9 pm. A campus wide "block party" event will occur between Howell House and Kenwood House.

As the coordinators of this event, my colleague Kevin Shultz and myself believe it would be in the best interest of students and community members who attend if the road between the two houses were blocked off. The road closure would also enhance a feeling of cohesion between the two houses, giving the event a true block party feel!

Thank you for your consideration.

Best,

**Ana Yoder**

[anamabelgy@goshen.edu](mailto:anamabelgy@goshen.edu)

**Kevin Schultz**

Resident Director, Goshen College

[kevints@goshen.edu](mailto:kevints@goshen.edu)

## **Aguirre, Richard**

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**From:** Miller, Jose  
**Sent:** Tuesday, March 26, 2024 6:15 AM  
**To:** Aguirre, Richard  
**Subject:** RE: April 19, 2024 street closure request

I am good with it, thanks for the information



**Jose' D. Miller #116**

**Chief of Police**

Goshen City Police Department

111 E. Jefferson Street

Goshen, IN. 46528

Phone (574) 533-8661

Office (574) 537-1934

[www.goshenindiana.org](http://www.goshenindiana.org)

<https://www.facebook.com/CityOfGoshen>

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**From:** Aguirre, Richard <richardaguirre@goshencity.com>

**Sent:** Monday, March 25, 2024 8:57 PM

**To:** Meade, Melissa <melissameade@goshencity.com>; Sailor, Dustin <dustinsailor@goshencity.com>; Gibbs, David <davidgibbs@goshencity.com>; Miller, Jose <josemiller@goshencity.com>; Sink, Danny <dannysink@goshencity.com>

**Subject:** April 19, 2024 street closure request

**Colleagues:**

Good evening. FYI ... Goshen College students and faculty are requesting the closure of Kenwood Place from 4-9 p.m. on April 19, 2024 for a block party. The attached request will come before the Board of Public Works & Safety this Thursday, March 28. Thanks.

Richard. R. Aguirre

Clerk-Treasurer

(574) 533-8623

[RichardAguirre@goshencity.com](mailto:RichardAguirre@goshencity.com)

**City of Goshen**

202 South Fifth Street, Suite 2

Goshen, IN 46528-3714

## **Aguirre, Richard**

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**From:** Sink, Danny  
**Sent:** Tuesday, March 26, 2024 8:58 AM  
**To:** Aguirre, Richard; Meade, Melissa; Sailor, Dustin; Gibbs, David; Miller, Jose  
**Subject:** RE: April 19, 2024 street closure request

No issues for GFD

*Respectfully,*

Danny Sink  
Fire Chief  
Goshen Fire Department  
O - 574-533-7878  
C - 574-536-1166

***“Team work is the pivotal component that produces the ultimate advantage in our work”***

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**From:** Aguirre, Richard <richardaguirre@goshencity.com>  
**Sent:** Monday, March 25, 2024 8:57 PM  
**To:** Meade, Melissa <melissameade@goshencity.com>; Sailor, Dustin <dustinsailor@goshencity.com>; Gibbs, David <davidgibbs@goshencity.com>; Miller, Jose <josemiller@goshencity.com>; Sink, Danny <dannysink@goshencity.com>  
**Subject:** April 19, 2024 street closure request

**Colleagues:**

Good evening. FYI ... Goshen College students and faculty are requesting the closure of Kenwood Place from 4-9 p.m. on April 19, 2024 for a block party. The attached request will come before the Board of Public Works & Safety this Thursday, March 28. Thanks.

Richard. R. Aguirre  
Clerk-Treasurer

(574) 533-8623  
[RichardAguirre@goshencity.com](mailto:RichardAguirre@goshencity.com)

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

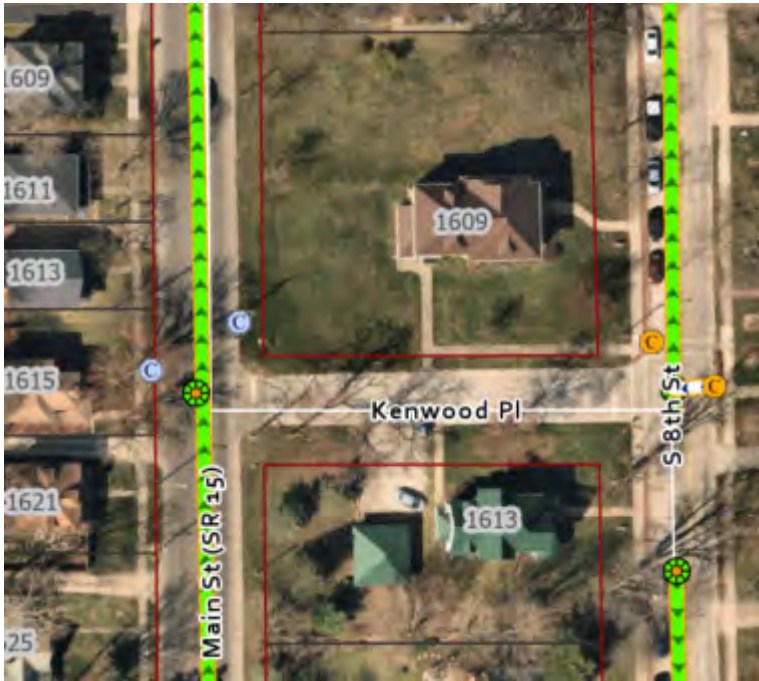


## Aguirre, Richard

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**From:** Sailor, Dustin  
**Sent:** Tuesday, March 26, 2024 11:43 AM  
**To:** Aguirre, Richard; Meade, Melissa; Gibbs, David; Miller, Jose; Sink, Danny  
**Subject:** Goshen Engineering - April 19, 2024 street closure request

I have no concerns with this request since Goshen College owns the properties on either side of the road.



Regards,

Dustin K. Sailor, P.E. (IN & MI)  
Director of Public Works & Utilities  
City of Goshen  
204 E. Jefferson Street  
Goshen, IN 46528  
Ph: 574.534.2201  
Cell: 574.202.0062



---

**From:** Aguirre, Richard <richardaguirre@goshencity.com>  
**Sent:** Monday, March 25, 2024 8:57 PM  
**To:** Meade, Melissa <melissameade@goshencity.com>; Sailor, Dustin <dustinsailor@goshencity.com>; Gibbs, David



March 25, 2024

City Of Goshen  
202 South 5<sup>th</sup> St.  
Goshen, IN 46528  
Clerk-Treasures Office  
Attn: Richard Aguirre

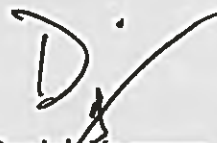
Dear Mr. Aguirre,

My name is Derick Yeoman owner of Borntrager, Inc. My company is going to be re-roofing the roof area at 127 E. Lincoln Ave., Goshen, IN. In order for us to load the materials onto the roof, I would like to block off four of the on street parking spots that are on E. Lincoln Ave. on the North side of the road, starting from the corner of 5<sup>th</sup> St. To enable us to load our materials, we will also need to shut down the sidewalk that would be in front of these parking spots. We have already notified the neighbors that this work is going to take place.

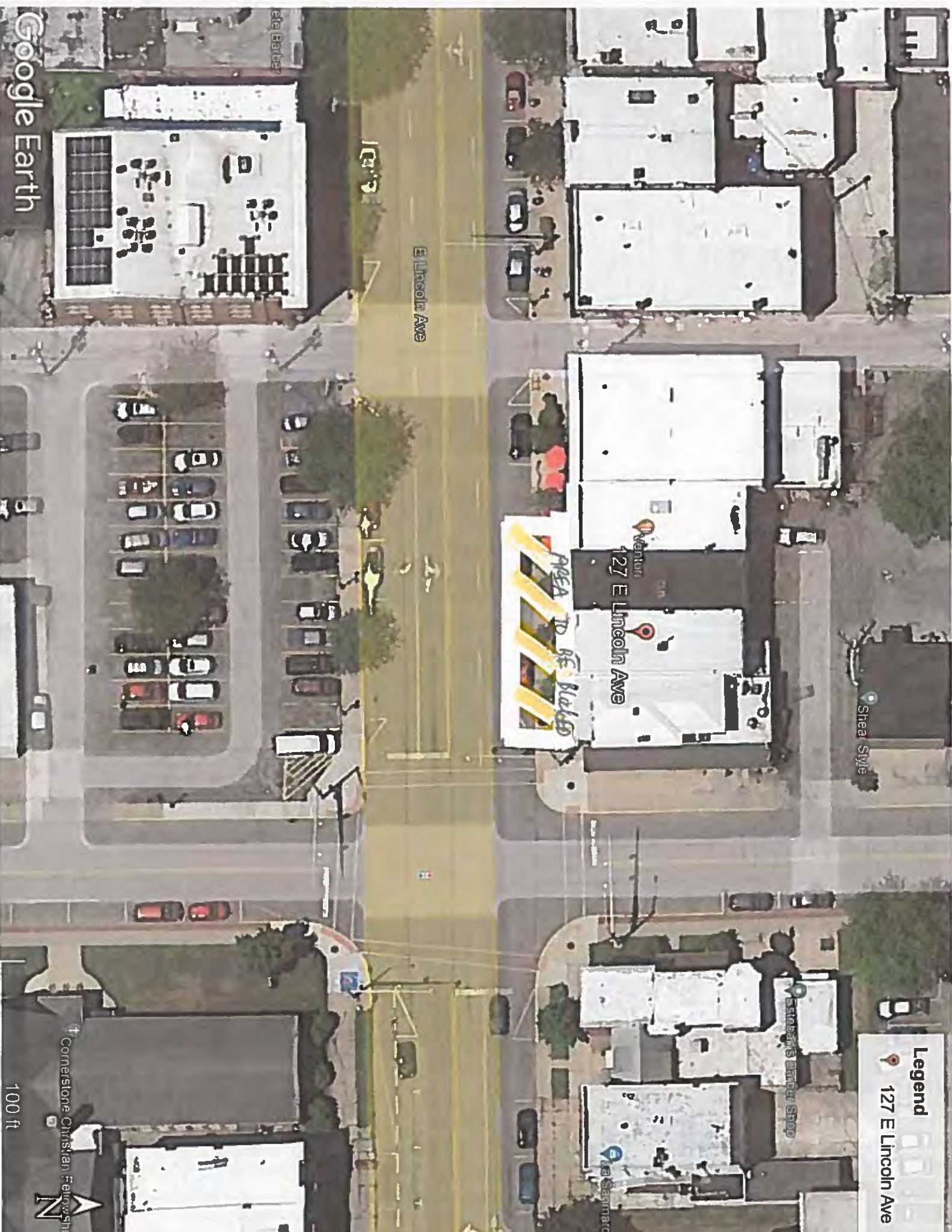
I would like to block these parking spots and sidewalk on Tuesday 4/2/2024 from 7:00AM. - 10:00 AM. This will allow us to get our materials onto the roof. As a back-up, Thursday 4/4/2024 would be our make-up day in case weather does not allow for us to start on 4/2/2024. Our company has barricades/flags/cones to block all of these areas off, we will also remove them as soon as we are finished to get the area opened back up as soon as possible.

Please see attached map of the parking area we are referencing. I have marked the area that I would like to be blocked off. Please let us know if you have any questions or if we can supply any more information to make this happen.

Sincerely,



Derick Yeoman, President



**Legend**  
📍 127 E Lincoln Ave

Shea's Style

SHEA'S BROTHER SHOP

Venture  
127 E Lincoln Ave

AREA 10 RE-BLOCK

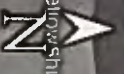
E Lincoln Ave

Shea Barber

† Cornerstone Christian Fellowship

Google Earth

100 ft



February 1, 2024

Kyle Stiffney  
702 S. Sixth St.  
Goshen, IN 46526  
Phone: 574-238-4326  
Email: [Kstissney@gmail.com](mailto:Kstissney@gmail.com)

Project: 127 E. Lincoln St.  
Goshen, IN

**SCOPE OF WORK: COMPLETE REROOF USING DURO-LAST**

Area: Deck/Walls – 1,555 sqft.

1. Remove and dispose of existing membrane roofing, Duro-Fold insulation recovery board and debris.
2. Inspect existing decking for any water damage. Replacement of any damaged decking/saturated substrate will be done at an additional cost of \$7.50 per sqft. upon prior inspection and approval from owner/owner's representative.
3. Install .050 white Duro-Tuff single-ply roofing over Duro-Fold insulation recovery board; mechanically fastened to existing deck per manufacturer's specifications and details.
4. Install white Duro-Last flashing on all parapet walls; terminated at top outer edge.
5. Install Duro-Last pre-fabricated flashing on all roof penetrations as needed.
6. Tie-in to existing Duro-Last roofing per manufacturer's specifications on the east side only.

7. Tie-in to existing EPDM roofing per manufacturer's specifications on the west side only.

8. Install 2" 24-gauge prefinished Kynar coated metal fascia around the exterior perimeter.

9. Install all necessary termination bar and accessories into gutters edge and as needed.

10. Clean Premises of all roofing scraps and debris created by this project.

**WARRANTY:** A fifteen-(15) year non-prorated manufacturer's warranty on all materials and labor will be furnished to owner(s) within thirty-(30) days after completion of project.

**TERMS:** 50% of contract upon receipt of invoice for materials (due prior to commencement of project). Balance of contract upon receipt of progress invoices.

Respectfully Submitted,

Margo Searfoss  
Commercial Sales

Contract and Terms Accepted

Signed \_\_\_\_\_ Date \_\_\_\_\_

**\*\*Price cannot be guaranteed beyond 30 days\*\***

## **Aguirre, Richard**

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**From:** Sink, Danny  
**Sent:** Tuesday, March 26, 2024 8:57 AM  
**To:** Aguirre, Richard; Meade, Melissa; Sailor, Dustin; Gibbs, David; Grise, Myron; Yoder, Rhonda; Deegan, Rossa  
**Subject:** RE: Before BOW on March 28: Parking space and sidewalk closure request

No issues for GFD

*Respectfully,*

Danny Sink  
Fire Chief  
Goshen Fire Department  
O - 574-533-7878  
C - 574-536-1166

***“Team work is the pivotal component that produces the ultimate advantage in our work”***

---

**From:** Aguirre, Richard <richardaguirre@goshencity.com>  
**Sent:** Monday, March 25, 2024 9:09 PM  
**To:** Meade, Melissa <melissameade@goshencity.com>; Sailor, Dustin <dustinsailor@goshencity.com>; Gibbs, David <davidgibbs@goshencity.com>; Grise, Myron <myrongrise@goshencity.com>; Yoder, Rhonda <rhondayoder@goshencity.com>; Deegan, Rossa <rossadeegan@goshencity.com>; Sink, Danny <dannysink@goshencity.com>  
**Subject:** Before BOW on March 28: Parking space and sidewalk closure request

**Colleagues:**

Good evening. Borntreger, Inc. is requesting the closure of four on-street parking spaces and corresponding sidewalk areas from 7-10 a.m. on April 2 for a re-roofing project at 127 E. Lincoln Ave. I've attached the request in case you want to respond directly before the Board of Works meeting to Derick Yeoman, the owner of Borntreger, Inc. This request will come before the BOW March 28. Thanks.

Richard. R. Aguirre  
Clerk-Treasurer

(574) 533-8623  
[RichardAguirre@goshencity.com](mailto:RichardAguirre@goshencity.com)

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

**From:** Sailor, Dustin <dustinsailor@goshencity.com>

**Sent:** Tuesday, March 26, 2024 12:10 PM

**To:** Aguirre, Richard <richardaguirre@goshencity.com>; Meade, Melissa <melissameade@goshencity.com>; Gibbs, David <davidgibbs@goshencity.com>; Grise, Myron <myrongrise@goshencity.com>; Yoder, Rhonda <rhodayoder@goshencity.com>; Deegan, Rossa <rossadeegan@goshencity.com>; Sink, Danny <dannysink@goshencity.com>

**Cc:** ktissney@gmail.com; Sailor, Dustin <dustinsailor@goshencity.com>

**Subject:** Goshen Engineering - Before BOW on March 28: Parking space and sidewalk closure request

Richard:

Bontrager's drawing shows blocking the sidewalk in front of 4 buildings (i.e., the former Toni's (Bldg. 1 & 2), Giving Tree Message, and Venturi).





Based on the address listed, the roof being replaced is on the second one from the right in the image above. Goshen Engineering finds it acceptable to block the four parking spaces along Lincoln Avenue, but the sidewalk to Giving Tree Message and Venturi should not be blocked unless written approval is provided by the business owners.

This work is planned for a Tuesday, and per Venturi's online presence, their business is closed on Tuesday, but typically, rain days or other factors push schedules, and this needs to be taken into account by the Board in their motion.

Goshen Engineering does not need to see a sidewalk closure plan, but Bontrager should implement a sidewalk closure plan that is adequate to direct pedestrians around the work zone with signage, cones, and caution tape. As general guidance:

*Sidewalk-closed signs should be placed in an area where they can be seen by both pedestrians and drivers. The signs should be used to direct pedestrians to the nearest safe crossing point. In addition, workers should be stationed at these points to provide further instruction and assistance if needed.*

- 1. First, the signs should be placed as close to the sidewalk closure as possible. This will ensure that pedestrians see the sign and know to find an alternate route.*
- 2. Second, it is important to use sidewalk closed signs consistently. If there are gaps in the signage, pedestrians may think it is safe to walk on the sidewalk.*
- 3. Third, sidewalk closed signs should be used in conjunction with other traffic control devices.*

Regards,

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

City of Goshen  
204 E. Jefferson Street  
Goshen, IN 46528  
Ph: 574.534.2201  
Cell: 574.202.0062



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

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

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

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

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** March 28, 2024  
**Subject:** Barecito request for patio in City's right of way

***The Clerk-Treasurer received the following request:***

**March 25, 2024**

To: Goshen Board of Public Works  
From: Martin Lopez  
Re: Placement of patio in City's right of way

Hello, my name is Martin Lopez with Barecito, 114 West Jefferson Street, Goshen, Indiana.

We would like to meet with the Board of Works this week regarding a recently installed concrete patio that goes into the City right of way.

We also have a BZA application for a patio fence that is currently in the works.

Feel free to call me if you have any questions.

**Martin Lopez**

574-343-4870

[barecitogoshen@gmail.com](mailto:barecitogoshen@gmail.com)



**From:** [Sailor, Dustin](mailto:Sailor_Dustin)  
**To:** [Angelconstructionandroofing.info@gmail.com](mailto:Angelconstructionandroofing.info@gmail.com); [barecitogoshen@gmail.com](mailto:barecitogoshen@gmail.com)  
**Cc:** [Sailor, Dustin](mailto:Sailor_Dustin); [Aguirre, Richard](mailto:Aguirre_Richard); [Deegan, Rossa](mailto:Deegan_Rossa)  
**Subject:** Goshen Engineering - 114 W Jefferson - Fence  
**Date:** Monday, March 25, 2024 12:45:21 PM  
**Attachments:** [image001.png](#)  
[image003.png](#)  
[image004.png](#)  
**Importance:** High

---

Angel and Martin:

Following our on-site meeting, please prepare a request to the Board of Public Works and Safety requesting the recently installed concrete patio placed within the public right-of-way remain as an encroachment. I would make note of your pending BZA application, which you will have result of by the time of the meeting.

Pictures are valuable in communicating your request.

The request should be made via email to the City Clerk Treasurer by this afternoon (3/25). The City Clerk Treasurer's email is [clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com). Please copy Goshen Engineering on your request at [engineering@goshencity.com](mailto:engineering@goshencity.com).

The Board of Works and Safety meeting is this Thursday, March 28, at 4:00 pm. The meeting is held in the city court room at 111 E. Jefferson Street.

Regards,

Dustin K. Sailor, P.E. (IN & MI)  
Director of Public Works & Utilities  
City of Goshen  
204 E. Jefferson Street  
Goshen, IN 46528  
Ph: 574.534.2201  
Cell: 574.202.0062



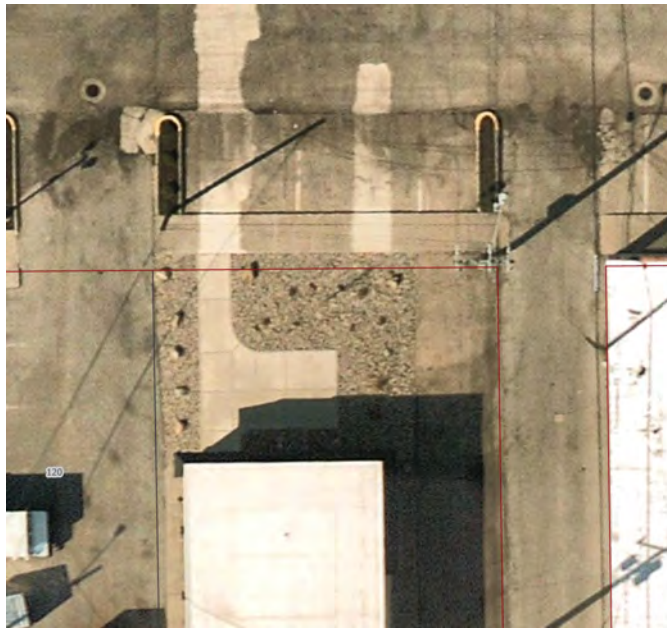
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**From:** Sailor, Dustin  
**Sent:** Friday, March 22, 2024 3:33 PM  
**To:** Deegan, Rossa <[rossadeegan@goshencity.com](mailto:rossadeegan@goshencity.com)>; Thomas, Scott <[scottthomas@goshencity.com](mailto:scottthomas@goshencity.com)>  
**Cc:** Hetler, Tara <[tarahetler@goshencity.com](mailto:tarahetler@goshencity.com)>; Evans, John <[johnevans@goshencity.com](mailto:johnevans@goshencity.com)>  
**Subject:** Goshen Engineering - 114 W Jefferson - fence

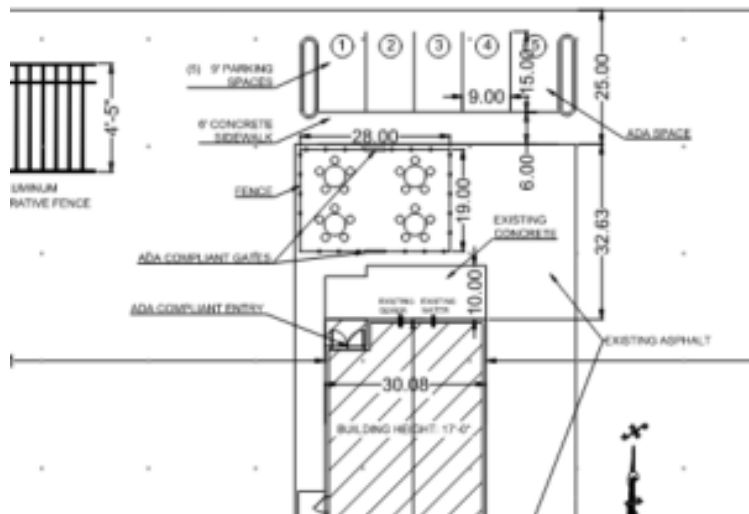
Rossa:

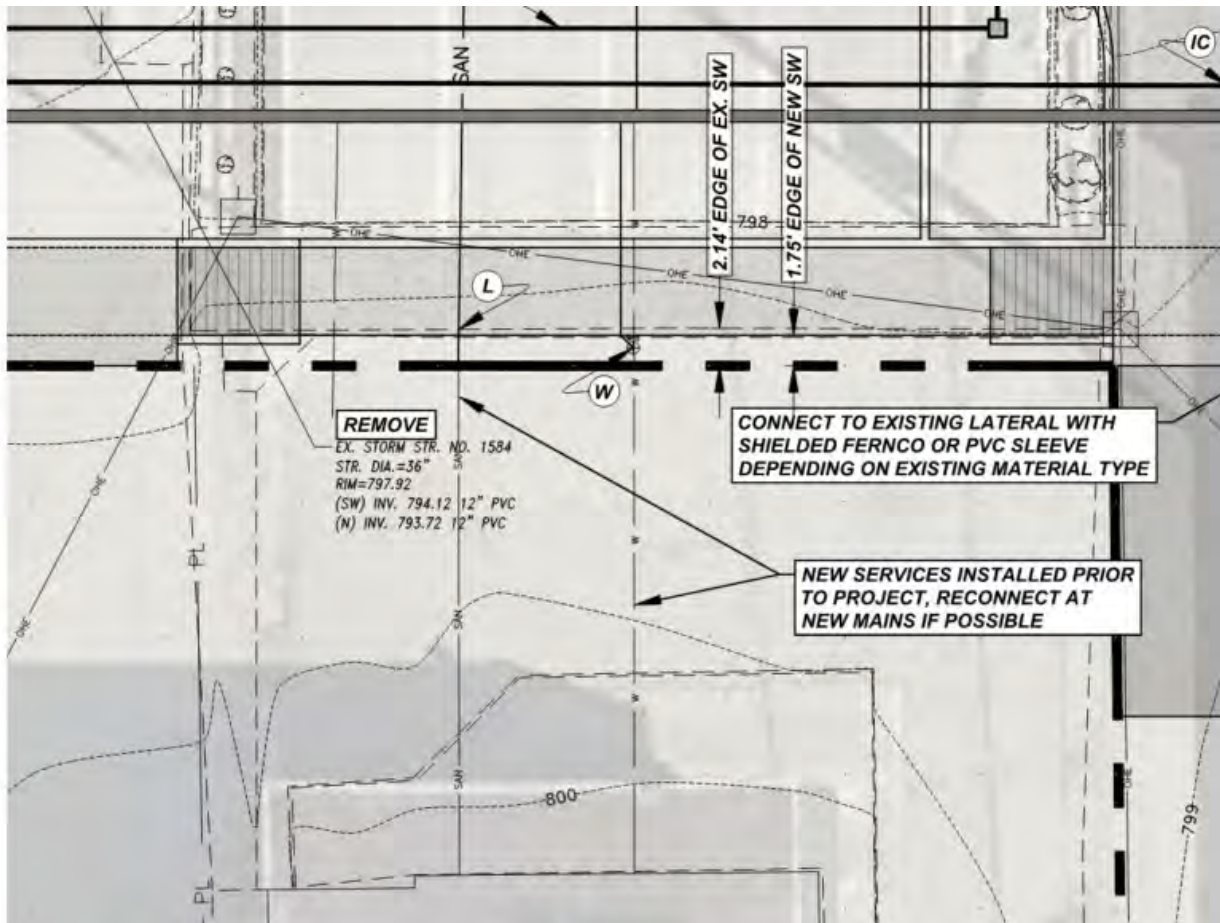
Barecito's improvement this week extended to the back of sidewalk, and should not have. Per our survey, they performed work in the right-of-way without permit.

The City is developing plans to reconstruct Jefferson Street between Main and Third Street. No improvements should be made within the public right-of-way else they be subject to a directive to remove or have the asset removed.



## W JEFFERSON ST





Barecito's patio should have been installed at least 1.75' behind the City's sidewalk to remain on their property.

Because the City will need to cut Barecito's patio in the future to complete the public improvements, it is recommended that they install the new fence at least 2' south of the sidewalk's south edge.

Regards,

Dustin K. Sailor, P.E. (IN & MI)  
 Director of Public Works & Utilities  
 City of Goshen  
 204 E. Jefferson Street  
 Goshen, IN 46528  
 Ph: 574.534.2201  
 Cell: 574.202.0062





**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 and Safety  
FROM: Goshen Engineering Department  
RE: **TENTH STREET CLOSURE (JN: 2022-0037)**  
DATE: March 28, 2024

Niblock Excavating has requested permission to close 10<sup>th</sup> Street, from Jackson Street through Douglas Street, from April 2 until June 28, 2024. For the first two weeks, the initial closure will only involve 10<sup>th</sup> Street between Plymouth Avenue and Douglas Street, with a lane closure at Plymouth Avenue, if necessary. The remainder of the closure will occur after this time, including closing Plymouth Avenue. The detour plan is attached.

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

**Requested motion: Move to approve the closure of 10<sup>th</sup> Street from Jackson Street through Douglas Street from April 2 until June 28, 2024.**

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

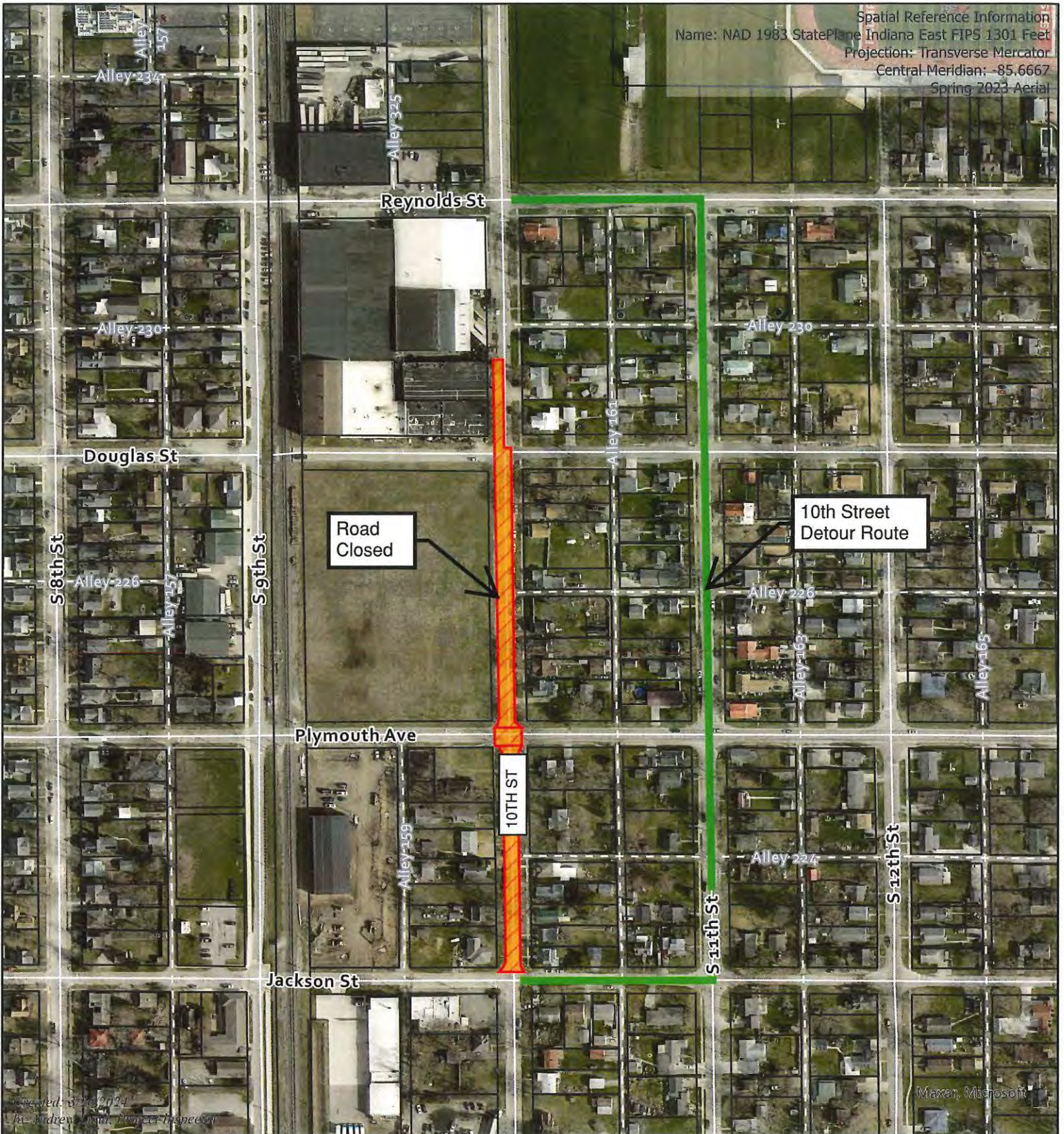
\_\_\_\_\_  
Gina Leichty, Mayor

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

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

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

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



## City of Goshen 10th Street Closure and Detour



0 80 160  
US Feet

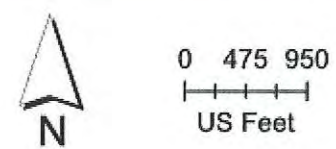
The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee 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.

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

Spatial Reference Information  
 Name: NAD 1983 StatePlane Indiana East FIPS 1301 Feet  
 Projection: Transverse Mercator  
 Central Meridian: -85.6667  
 Spring 2023 Aerial



**City of Goshen**  
**Plymouth Avenue Closure and Detour**



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.

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



**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: **SPEED LIMIT AT CORNERS OF BRINKLEY WAY WEST & EAST  
(JN: 2021-0014 & 2024-0007)**

DATE: March 28, 2024

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By state statute, local city streets are to be 30 mph unless otherwise posted. With the newly constructed road, Brinkley Way, the engineering department took a request to adjust the speed limit at the corners only to the March 21, 2024, Traffic Commission meeting. Goshen Engineering recommended the installation of 25 mph warning signs at the corners (i.e. 4 in total) with the 30 mph signs at the development entrances. The Commissioners voted unanimously with a positive recommendation to the Board of Public Works.

**Requested Motion: Move to approve lowering the speed limit to 25 mph at the corners of Brinkley Way West and Brinkley Way East.**

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

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

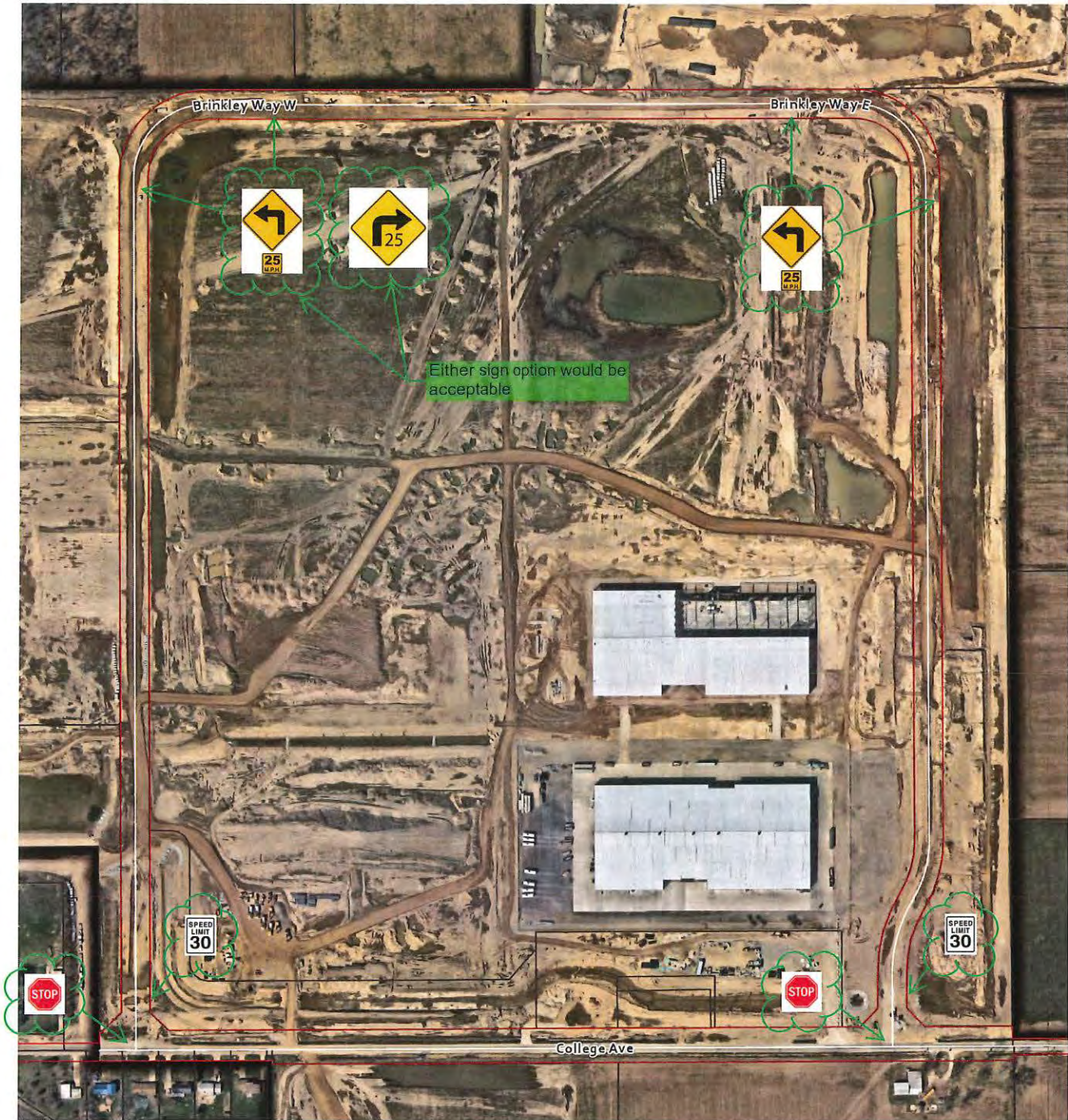
\_\_\_\_\_  
Barb Swartley, Member

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

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

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

# Traffic Signage - Brinkley Way East and West







**Mattie Lehman – GIS Coordinator**  
**CITY OF GOSHEN**

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

Phone (574) 537-3818 • Fax (574) 533-8626

mattielehman@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: BOW

FROM: Mattie Lehman, GIS Coordinator

RE: **CULTIVATE GEOSPATIAL ON-CALL CONSULTING SERVICES FOR GIS  
(JN: 2024-0019)**

DATE: 2024.03.28

---

The Engineering Department is seeking to enter an on-call services Agreement with Cultivate Geospatial for Geographic Information Systems (GIS) support services. This subscription-based service Agreement purchases 150 hours of service at a cost of \$25,000 with an option to renew with written notification 60 days prior to the end of the year-long term. Work will be directed primarily by the GIS Coordinator using Task Orders authorized by the Mayor.

The central project for 2024 will be upgrading the GIS Enterprise system. A smooth upgrade process will be essential to minimize disruptions to the approximately 50 users editing data, many more staff viewing data, and several dependent system integrations. Cultivate Geospatial has successfully conducted system upgrades for several larger and more complex local government GIS systems across the State in the last few months.

Remaining service hours will be used for projects that could include: development of system health monitoring tools, creation of print services for the online platform, development of internal and public-facing mapping applications, and general advising on best practices.

**Requested Motion:** Move to approve and authorize the Mayor to sign the Agreement with Cultivate Geospatial for Professional Engineering On-Call Consulting Services for the Geographic Information System (GIS) and authorize the Mayor to sign Task Orders.

**AGREEMENT FOR PROFESSIONAL ENGINEERING ON-CALL CONSULTING SERVICES FOR THE GEOGRAPHIC INFORMATION SYSTEM (GIS).**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, between Cultivate Geospatial, whose address is 3500 Depauw Blvd, Suite 10807, Indianapolis, Indiana 46268 hereinafter referred to as “Consultant”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

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

**Section 1. Consultants Duties**

Consultant shall provide City professional services under this Agreement shall be on an on-call basis to provide City with GIS program management professional services as required by the City which services are more particularly described in Consultant’s March 19, 2024 proposal attached as Exhibit A (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.

Consultants’ Duties under this agreement include:

- (A) City shall submit to Consultant a completed Task Order form (Exhibit B) per each request for Consultant’s service by mail or email. The Task Order form shall include the scope of service requested, the start and completion requirements including a schedule, if applicable, and the compensation for the task. For each service request made by the City, Consultant shall prepare an email summarizing the requested services and send to the City for their concurrence prior to commencing work.
- (B) Consultant’s services for each Task Order included in this Agreement shall begin as soon as practical after receiving the Task Order from the City and shall be completed as per the completion date that the City identifies on each Task Order.
- (C) Consultant shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules, or regulations in the performance of the services for the City.

**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 one year from April 1, 2024 through and including March 31, 2025.
- (C) The agreement may be renewed for two (2) one-year terms for a not to exceed of 50 hours, at a cost of \$10,000 each year, by written amendment of both parties. Either party may provide the other party written notice at least sixty (60) 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**

The City agrees to compensate Consultant the sum of Twenty-Five Thousand Dollars (\$25,000) for 150 hours of services based on the not to exceed amount of compensation that the City identifies on each Task Order and the hours actually worked on the tasks.

**Section 4. Payment**

(A) 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

(B) 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.

(C) 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. Independent Contractor**

(A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

(B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or

subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

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

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

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

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

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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:**  
Cultivate Geospatial  
Attention: Douglas Lynch, GISP  
3500 Depauw Blvd, Suite 10807  
Indianapolis, IN 46268

**Section 16. 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 17. 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 18. 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 19. Applicable Laws**

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

**Section 20. 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 21. 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 22. 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 23. Entire Agreement**

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

**Section 24. 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.

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

**Cultivate Geospatial**

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

\_\_\_\_\_  
Douglas Lynch, GISP, Principal

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

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





March 19, 2024

Mattie Lehman  
GIS Coordinator  
City of Goshen  
Engineering Department  
204 E. Jefferson Street  
Goshen, IN 46528  
574-537-3818

RE: Proposal for Enterprise Service Plan (ESP) for the City of Goshen, IN

**Cultivate Geospatial Solutions, LLC (CGS)**, is pleased to present our proposal for a three (3) year Cultivate Enterprise Service Plan (ESP) that covers GIS Program Management professional services for the City of Goshen , IN. The first year will be a medium subscription and years two and three a small subscription; modifiable after year 1 to no or different subscription type.

### **CGS Company Overview**

CGS focuses on providing technical consulting services for local government organizations. Specifically, CGS excels at providing innovative GIS and asset management solutions for our clients. Assessments, strategies, and tactics are a hallmark activity for the CGS team. Managed by professionals with extensive GIS experience, CGS' headquarters are in Indianapolis, IN, with regional offices in Noblesville, IN; Columbus, OH; Shell Lake, WI; Orlando, FL; Louisville, KY, Bend, OR; Fort Collins, CO; and Tampa, FL, with additional staff throughout the country. CGS is also an accomplished **Esri Business Partner**. Our website is [www.cultivategeospatial.com](http://www.cultivategeospatial.com)



CGS team members provide custom, automated, GIS and/or web-based software solutions that increase efficiency and usability while reducing workload and cost. CGS uniquely offers all the necessary cutting-edge services integrated within one company. CGS is a highly adaptable technology leader and custom software development firm specializing in GIS implementation and web and database applications. We excel in the design, development and implementation of information systems as well as the creation of custom interactive websites that meet



the demands of decision-makers.

### **CGS Professional Services Offerings**

CGS services have evolved in alignment with the GIS industry. This is because many of the members of CGS are pioneers in the field and are active today. Most CGS members have worked directly for local or state governments, and all have served many years in delivering GIS-based solutions and plans. At a high level, the following key services are offered by CGS:

**GIS Services:** Strategic Planning Administration, COTS Configuration, and Infrastructure Management Digitization. Our GIS-centric solutions optimize the use of location data to ensure business goals are achieved and ROI (return on investment) is high.

**Data Services:** Data Governance, Data Warehousing Integration and Conversion, and Business Intelligence Reporting/Dashboarding. Data holds the answers to today's and tomorrow's questions. CGS has a wide range of supporting services to help organizations achieve data governance (policy), design, business intelligence, dashboarding, security and systems integration. As a turn-key solution provider, we have experience in both back-office and end-user development.



**Asset Management:** Strategic Planning Acquisition Management, Operations Management, Risk Analysis, and Budget/Forecasting. Asset management is more than software, it is the harmony of People, Process, Data, and Technology all working towards a common goal – getting the agency's assets to deliver value to stakeholders at the lowest cost and least risk. CGS offers a range of services including asset management maturity assessments, to specialized asset management training, to re-alignment of your GIS and EAM/CMMS (enterprise asset management and computerized maintenance management systems) to ensure measurable progress towards asset management goals.



**Software Development:** Enterprise Architecture Web Development, Mobile Development, and System Integration Design. Geographic Information System Web and Database applications development are our specialty. CGS has many years of experience designing and building award-winning custom software tailored to meet specific client needs.

### **Program Implementation Methodology**

Initialization begins with discussing the City’s expectations, project requirements, and goals, as well as identifying available and relevant information pertinent to fulfilling the City’s GIS needs, any known issues, and requirements associated with the GIS system, as well as discussing project management and communication protocols. Our team will next work with the City to identify and plan priority projects and supporting GIS applications as part of the GIS Program. The outcomes of the planning phase will be a prioritized list of projects/applications/dashboards/etc. centered on optimizing the City’s GIS Program and the documented steps required to execute them. Next, GIS projects will be undertaken using the previously designed agile methodology until completion and will include structured training, documentation, and administrative knowledge transfer.



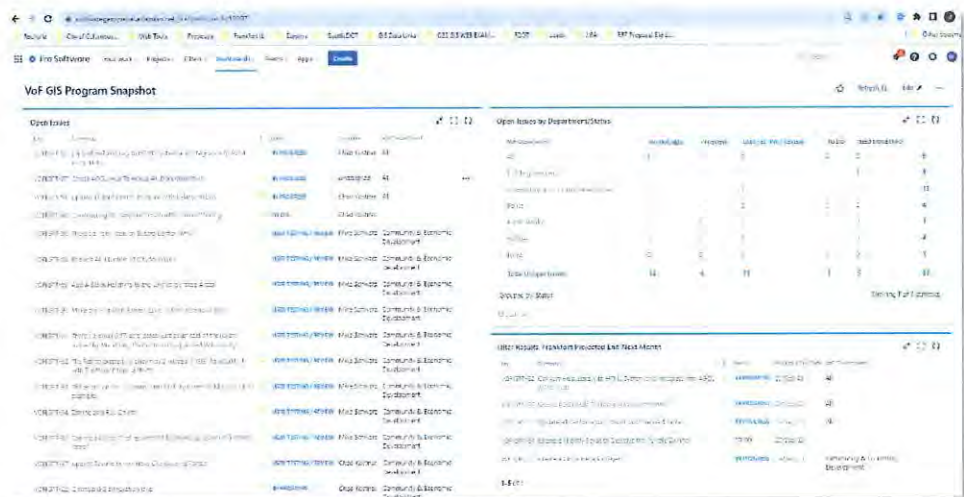
### **Project Task-Level Ticketing System Overview**

CGS will implement a GIS project task ticketing system in JIRA, or other City preferred methods for tracking individual task needs and their progress. The benefit of the ticket tracking system is to communicate and collaborate with the City on ticket needs and status as constant communication between CGS and the City is critical to the success of the project. We have found that our process for setting up the CGS Project-level JIRA ticketing system has been very helpful for both quality assurance and control, but also to ensure 100% transparency with the City at all times for all tasks. Each task will be assigned a date entered, project description, priority status, and project end date, and allows for in-ticket project team collaboration between the CGS staff originator, and the affiliated City Department. Once a ticket is created, a notification is sent to the CGS task owner and the City stakeholder to whom the ticket is affiliated.

CGS will also create an Administrative Project dashboard that shows the full GIS Program ticket snapshot of work, where certain **City JIRA notifiers will have the ability to view any ticket 24/7**. Our monthly invoices will include an easy-to-read status report for the City’s Project Manager/Point of Contact (POC)

showing project-level tickets completed for the month, a snapshot of next period tickets anticipated to be conducted, and hours worked on each project.

Furthermore, CGS will provide high performance in project leadership, schedule management, tracking budget and expenditures, quality control, and assurance, maintain accurate record keeping and follow-up on all action items, and shall deliver services within the established budget.



*Sample CGS JIRA GIS Program Overview Dashboard*

Changes to the scope that impact or may impact the project budget or cost shall be identified and brought to the City's attention in a timely fashion such that appropriate measures can be developed, and actions taken to avoid or control potential impacts. As per the Communication Plan developed in the Project Plan documentation, CGS will attend meetings as determined to be appropriate and needed in the various tasks, as well as prepare all related agendas. All agendas and supporting information shall be distributed via email to the City's project manager/POC at least one (1) business day before any meetings.

### **CGS Technology Understanding and Skills**

Members of the CGS team have expertise in the following technologies as an example: Microsoft .NET technologies, ArcGIS Enterprise, ArcGIS Pro Desktop, ArcMap, Esri Mobile Apps (Field Maps, Survey123, Workforce, QuickCapture) ArcGIS Runtime SDK for .NET, Leaflet, and Google Maps. Building web mapping applications on Microsoft's ASP.NET MVC framework, SQL Server, HTML5 and backbone.js, iOS, Android, and Windows operating systems, Xamarin, ArcGIS Runtime SDK for .NET, HTML, CSS, JavaScript, Python scripting, C#, VB, PHP, JavaScript, React Native, HTML, CSS, Max OS X / Server, Windows, Unix, Linux, Adobe Creative Suite, Visual Studio, Eclipse, Databases: MS SQL, Oracle, PostgreSQL, MySQL, Access, VUEWorks EAMS (Desktop/Mobile Apps), Microsoft ASP .NET MVC framework, in addition to extensive experience designing, developing, and managing web applications, databases and mobile-friendly websites. CGS team members have experience and training in application development security standards according to ASP.NET with contributions to the Open Web Application Security Project (OWASP). In addition, Microsoft SQL Server, Transact-SQL Extract, Transform and Load (ETL), and tabular data modeling. Microsoft Power BI, SQL Server Reporting

Services, SQL Server Integration Services, FME Workbench, and FME Flow. Also inclusive is experience with server and network infrastructure to ensure that reporting systems operate efficiently and do not impede the performance of other systems. Specialty areas include but are not limited to:

- **Analytics / Business Intelligence:** SQL Server including integration services, analysis services, and reporting services; Microsoft Excel and advanced knowledge of the Excel data model; Microsoft Power BI; MySQL; SQLite; Oracle; Python; VBA; DAX
- **Server Infrastructure:** Windows Server, Microsoft Active Directory, Microsoft Hyper-V, Microsoft Exchange, Microsoft SQL Server Administration, Microsoft IIS, GNU / Linux (CentOS, Debian, Gentoo)
- **Network Infrastructure:** Cisco Voice and Unified Communications, Cisco Contact Center, routing and switching, Adaptive Security Appliance (ASA) Firewall, VLAN (802.1q, LACP), DHCP, DNS, NTP, SNMP, TFTP

## Cost Proposal

CGS is pleased to present our **Enterprise Service Plan (ESP) subscription** for the City to meet your GIS needs. Key benefits of the CGS ESP include:

- **The City gains access to the entire CGS Team to support Department business needs with Esri software technology.** CGS knows the best way to have a successful partnership is for our technical advisor to stay engaged with customer organizations. **The City's staff needs will always be our priority!**
- CGS will follow the GIS task ticketing process as defined in the Project Task-Level Ticketing System Overview section previously.
- Support Hours: Live support hours are from 7:00 a.m. to 6:00 p.m., Eastern Time. **CGS understands that we will need to be available to assist the City in resolving emergency GIS web application system outages.** This level of support may need to occur after business hours and/or on weekends. We currently have these types of policies in place with other existing customers.
- Support Channels include: Phone, Email, Chat, Online, Teams, or another City approved webinar interface.
- Support Team: Includes individuals with knowledge of all system components.
- **Call Tracking: JIRA** is utilized to track support calls and ad-hoc need requests. Responses are typically handled on the initial support call. Callback guarantees the same day, and typically **within 1-2 hours** is expected.

**City Benefits of CGS' ESP:**

The following list describes specific examples and benefits for the City of Goshen through the ESP:Work with the GIS team to develop an actionable list of tasks to advance GIS at the City of Goshen.

- Assist in the upgrade of the current ArcGIS Enterprise environment and addition of a second machine to the ArcGIS Server site.
- Develop Experience Builder solutions for Cemetery Search and other applications.
- Custom print service configurations with a City specific page configuration.
- The City will have direct access to CGS' top talent for asset management and enterprise GIS support, including certified GIS Professionals (GISPs and asset management subject matter experts).
- Access to a "bench" of talent reducing potential disruption resulting from extended leaves or staff leaving the organization or simply taking vacations.
- Access to expertise in the development of global strategies for the City.

**CGS' Assumptions:**

- The City will provide CGS with access to the City's enterprise asset management and GIS data environments.

If the this proposal meets the City of Goshen's satisfaction, please sign and email a digitally scanned copy of this agreement found on the following page to me at [dlynch@cultivategeospatial.com](mailto:dlynch@cultivategeospatial.com). We sincerely appreciate the opportunity to serve the City of Goshen. We are ready to begin working on the project immediately.

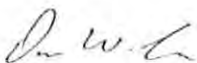
**PROPOSED COSTS**

A three (3) year, Cultivate Enterprise Service Plan (ESP) that covers GIS Program Management professional services for the City of Goshen, IN is proposed. The first year will be a medium subscription and years two and three a small subscription; modifiable after year 1 to no or different subscription type.

ITEM	QUANTITY	Total Cost
<p><b>Year 1: Cultivate Enterprise Service Plan (ESP) annual subscription (covering period 4/1/24-3/31/25) – not to exceed 150 hours</b></p> <p><i>Note: Payment is due at the time of contract/purchase order execution and will be renewed annually on the anniversary date</i></p>	1	\$25,000
<p><b>Option Year 2: Cultivate Enterprise Service Plan (ESP) annual subscription (covering period 25/26) – not to exceed 50 hours</b></p>	1	\$10,000
<p><b>Option Year 3: Cultivate Enterprise Service Plan (ESP) annual subscription (covering period 26/27) – not to exceed 50 hours</b></p>	1	\$10,000

NOTE: Renewal for Option Year 2 to be given via written notification 60 days prior to the first year expiration of agreement.

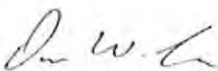
Sincerely,



Douglas Lynch, GISP  
Principal, Government Solutions

**Authorization Signatures:**  
Cultivate Geospatial Solutions, LLC

City of Goshen, Indiana

By:  \_\_\_\_\_

Name: Douglas Lynch, GISP  
Title: Principal, Government Solutions  
[dlynch@cultivategeospatial.com](mailto:dlynch@cultivategeospatial.com)

By: \_\_\_\_\_

Name:  
Title:

**Task Order: XXXX-XX**

FOR GIS On-Call Consulting Services issued by City of Goshen to Cultivate Geospatial as per On-Call Services Agreement dated March 28, 2024.

**DESCRIPTION OF TASK:**

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**SCOPE OF SERVICES FOR TASK:**

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**CITY RESPONSIBILITIES:**

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**PROJECT TIMELINE:**

EXPECTED START DATE:

EXPECTED END DATE:

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**EXPECTED HOURS OF SERVICE FOR TASK:**

This task is estimated to take \_\_\_\_\_ hours of service and should not exceed \_\_\_\_\_ hours of service without written approval from City.

**APPROVALS:**

CITY OF GOSHEN

CULTIVATE GEOSPATIAL

Task requested by:

Task approved by:

\_\_\_\_\_  
(Mattie Lehman, Dustin Sailor, and/or Fred Schafer)

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

Task approved by:

Title: \_\_\_\_\_

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

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

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



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **APPROVE AGREEMENT WITH ABONMARCHE GROUP FOR  
TOPOGRAPGICAL SURVEY – AMENDMENT NO. 1  
(JN: 2024-0012)**

DATE: March 28, 2024

---

Goshen Engineering would like to engage the Abonmarche Group to perform a topographical survey at 1107, 1109 and 1111 Sanders Avenue as an amendment to the original survey contract, Survey Packet No. 1, signed on February 22, 2024. The survey will be utilized to design a new sewer system to replace the three sewer laterals failing at the above addresses. The survey and sewer lateral replacements are a high priority.

Quote amount received for Amendment No. 1:

Abonmarche Group = \$5,500.00

**Requested motion: Move to approve Amendment No. 1 with Abonmarche Group for the completion of an additional survey for a cost of \$5,500.00 and authorize the Mayor to sign the agreement.**

## AMENDMENT NO. 1

### AGREEMENT WITH ABONMARCHE GROUP FOR PROFESSIONAL TOPOGRAPHICAL SURVEYING SERVICES OF PUBLIC PARKING LOT 'Q', CENTRAL FIRE STATION, PUBLIC PARKING LOTS AND CITY HALL, AND ALLEY 226.

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the last signature date set forth below, by and between **Abonmarche Group, Inc.** ("Consultant"), whose mailing address is 303 River Race Drive, Unit 206, Goshen, Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

#### RECITALS

- (A) City and Consultant entered into an Agreement on March 4, 2024 for professional topographical surveying services of five (5) City-owned properties.
- (B) The parties wish to extend the Scope of Services to the Agreement by including an additional survey on portions of Sanders Avenue and South 14<sup>th</sup> Street as described in the attached proposal for professional surveying services dated February 29, 2024.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

#### SECTION 1. Scope of Services

1.01 The Agreement shall be amended by adding the following Services:

- (A) Consultant shall provide a topographical survey on portions of Sanders Avenue and South 14<sup>th</sup> Street.
- (B) Consultant shall adjust the priority of the surveys to include Sanders Avenue and South 14<sup>th</sup> Street as first priority. Parking lot 'Q' shall be second priority with the other sites within the agreement to follow.

#### SECTION 2. Effective Date; Term;

- 2.01 The Amendment shall become effective on the day of execution and approval by both parties.
- 2.02 The Agreement shall be extended for an additional period of three (3) weeks, weather permitting

#### SECTION 3. Compensation

- 3.01 City agrees to compensate Consultant the sum of \$5,500 for performing the Services under this Amendment.

#### SECTION 4. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

**SECTION 5. Authority to Execute**

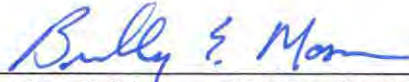
The undersigned affirm that all steps have been taken to authorize execution of this Amendment, and upon the undersigned's execution, bind their respective organizations to the terms of the Amendment.

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

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

**Abonmarche Consultants, Inc.**

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

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

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

Date Signed: MARCH 20, 2024



**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 2247 WESTORIA DR (JN: 2021-2002).**

DATE: March 28, 2024

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The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 2247 Westoria Drive. It has passed its final building inspection and the project is substantially complete except for 5,640 square feet of stabilization, one tree, installation of a hard surface driveway, and the installation of 300 square feet of concrete sidewalk adjacent to Westoria Drive. These final requirements cannot be completed 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 Windshire Corporation and builder Schrock Homes agree to complete all work by June 15, 2024. The expected cost of work is ten thousand dollars (\$10,000) and an irrevocable letter of credit in that amount has been remitted to the Clerk-Treasurer's Office.

**Requested Motion: Approve and authorize the Board to execute the Agreement with The Windshire Corporation and Schrock Homes, Inc. for the Completion of the project at 2247 Westoria Drive.**

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

THIS AGREEMENT is entered into on March 28, 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: Windshire Corporation

and, if the builder is responsible for completing the remaining work,

Builder: Schrock Homes, 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: 2247 Westoria Drive, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

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

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 5,640 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 Tree

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 March 29, 2024.

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 300 square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: Westoria Drive

Install approximately \_\_\_\_\_ 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 ten thousand Dollars (\$10,000)

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: Winshire Corp  
2523 Messick Drive  
Goshen, IN 46526  
\_\_\_\_\_  
\_\_\_\_\_

Builder: Schrock Homes, Inc.  
2523 Messick Drive  
Goshen, IN 46526  
\_\_\_\_\_  
\_\_\_\_\_

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:<sup>1</sup>**

Property Owner:

Signature: David L. Hostetter

Printed: David L. Hostetter

Title (if any): Manager

Date: 4/25/24

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

Printed: \_\_\_\_\_

Title (if any): \_\_\_\_\_

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

Builder:

Signature: Dean L. Sprunger

Printed: Dean L. Sprunger

Title: Agent/owner

Date: March 25 - 2024

**Goshen:**

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

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

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

\_\_\_\_\_  
Michael Landis, Board of Works and Safety

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

\_\_\_\_\_  
Mary Nichols, Board of Works and Safety

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

\_\_\_\_\_  
Orv Myers, Board of Works and Safety

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

\_\_\_\_\_  
Barb Swartley, Board of Works and Safety

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



**Stormwater Department**

**CITY OF GOSHEN**

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

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

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT AT 1620 SANDLEWOOD DR (JN: 2017-2045).**

DATE: March, 28, 2024

---

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 1620 Sandelewood Dr. had its final building inspection scheduled for March 21<sup>st</sup> and the project is substantially complete except for 11,500 sq feet to stabilize, one tree planted, 390 sq ft of sidewalk to install around the home, 405 sq feet of sidewalk along Sandelewood Dr., and 848 sq feet of driveway installed. These final requirement 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 Ronald and Mary Stevens and builder Schrock Homes agree to complete all concrete and stabilization work by June 15, 2024. The expected cost of work is four thousand nine hundred and fifty five dollars (\$4,955) 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 Schrock Homes for the Completion of the project at 1620 Sandelewood Dr.**

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

THIS AGREEMENT is entered into on March 28, 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: Ronald and Mary Stevens

and, if the builder is responsible for completing the remaining work,

Builder: Schrock Homes

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: 1620 Sandlewood Drive, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

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

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

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

- 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 11,500 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 Tree  
\_\_\_\_\_  
\_\_\_\_\_

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 405 square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: Sandlewood Drive  
\_\_\_\_\_
- Install approximately \_\_\_\_\_ 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 nine hundred and fifty five Dollars (\$ 4,955 )  
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: Ronald and Mary Stevens  
343 Osprey Drive  
Gallatin, TN 37066

Builder: Schrock Homes  
2523 Messick Drive  
Goshen, IN 46526

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:<sup>1</sup>**

Property Owner:

Signature: *Ronald J. Stevens*  
Printed: RONALD J. STEVENS  
Title (if any): \_\_\_\_\_  
Date: 03/05/2024

Signature: *Mary E. Stevens*  
Printed: Mary E. Stevens  
Title (if any): \_\_\_\_\_  
Date: 03/05/2024

Builder:

Signature: *Fred Yoder*  
Printed: Fred Yoder  
Title: Vice-President  
Date: 3/7/24

Goshen:

\_\_\_\_\_  
Gina Leichty, Mayor  
Date: \_\_\_\_\_

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

\_\_\_\_\_  
Michael Landis, Board of Works and Safety

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

\_\_\_\_\_  
Mary Nichols, Board of Works and Safety

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

\_\_\_\_\_  
Orv Myers, Board of Works and Safety

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

\_\_\_\_\_  
Barb Swartley, Board of Works and Safety

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



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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board  
FROM: Stormwater Department  
RE: **2023 IDEM MS4 ANNUAL REPORT (JN: 2002-0039)**  
DATE: March 28, 2024

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“In compliance with the provisions of the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, Title 13 of the Indiana Code, Articles 5 and 15 of Title 327 the Indiana Administrative Code, and regulations adopted by the Environmental Rules Board, the Indiana Department of Environmental Management (IDEM) [issued] the National Pollutant Discharge Elimination System (NPDES) general permit to regulate discharges of stormwater from designated Municipal Separate Sewer System (MS4) entities into waters of the State of Indiana” on December 18, 2021.

The City of Goshen is designated a MS4 entity and therefore must comply with the MS4 General Permit (INR040000), which requires the submittal of an annual report by April 1<sup>st</sup> of each year. The annual report includes information on how the City of Goshen implemented the six minimum control measures (MCMs) during the previous year.

Today, the Stormwater Department requests the Board of Works and Safety’s approval of Mayor Leichty to sign the 2023 Annual Report as the Mayor is the designated MS4 Operator for the City of Goshen.

An electronic copy of the final report will be provided to the Board next week as the Stormwater Department continues to finalize the information. A draft copy of the report is provided for your information.

Requested Motion: Approve Mayor Leichty signing the 2023 Annual Report to comply with the State of Indiana MS4 General Permit requirements.



**Municipal Separate Storm Sewer System  
General Permit (MS4GP)  
Annual Report**

State Form 51278 (R6 / 7-12)  
INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

**For questions regarding this form, contact:**

IDEM Office of Water Quality Stormwater Program  
100 North Senate Avenue  
Indianapolis, IN 46204-2251  
Telephone: (317) 234-1601 or  
(800) 451-6027  
Web Access: <http://www.IN.gov/idem/4900>

- NOTE:**
- Annual reports must be submitted to the Indiana Department of Environmental Management. Failure to submit the annual report is considered a violation of permit coverage.
  - Please type or print in ink.
  - Please answer all questions thoroughly and return the form in accordance with the MS4GP or as directed by IDEM.
  - Return this form and any required attachments to the IDEM Stormwater Program, MS4 Program at the address listed in the box on the upper-right.

Reporting Year
<b>Permit Year:</b>
<input type="checkbox"/> (1)
<input checked="" type="checkbox"/> (2)
<input type="checkbox"/> (3)
<input type="checkbox"/> (4)
<input type="checkbox"/> (5)

**SECTION 1: GENERAL PERMITTEE INFORMATION**

- (1) MS4 Entity: City of Goshen
- (2) Primary County: Elkhart
- (3) MS4 Permit Number: INR040176
- (4) Type of MS4:  City  
 Town  
 County  
 Non-traditional:

- (5) MS4 Operator (Individual): Gina Leichty
- Title: Mayor
  - Telephone Number: 574-533-9322
  - Email Address; mayor@goshencity.com
  - Mailing Address:  
202 South Fifth Street, Suite 1  
City: Goshen State: IN Zip Code: 46528
  - Physical Address (if different from mailing address):  
  
City: State: IN Zip Code:

- (6) MS4 Coordinator (Individual): Jason Kauffman
- Title: Stormwater Coordinator
  - Telephone Number: 574-537-3832 Cell Phone: 574-606-4064
  - Email Address; jasonkauffman@goshencity.com
  - Mailing Address:  
204 East Jefferson Street, Suite 1  
City: Goshen State: IN Zip Code: 46528
  - Physical Address (if different from mailing address):  
  
City: State: IN Zip Code:

- (7) Application Preparer (if different from above):
- Title: Name of Company (if applicable):
  - Telephone Number: Cell Phone:
  - Email Address;
  - Mailing Address:  
  
City: State: Zip Code:
  - Physical Address (if different from mailing address):  
  
City: State: Zip Code:

**SECTION 2: PUBLIC EDUCATION, OUTREACH AND PUBLIC PARTICIPATION – MINIMUM CONTROL MEASURES 1 AND 2**

(1) Status of measurable goals, program requirements, compliance schedules, and timetables for this MCM. If Objectives are not being met for a specific program element, explain the implementation problems encountered, and changes made to resolve problems identified [4.3 (h)(1)]:

(a) On Target:  Yes  No

(b) If No, provide an explanation in Section 7.

(2) List of public participation and outreach events and activities conducted, a description of the activity, an estimate of the number of attendees, and an assessment if the goals and objectives were met [4.3 (h)(2)]:

(a) Total number of public participation and outreach events:

(b) Identify the targeted audience/constituents for this reporting period:

(c) Briefly describe changes or effects observed due to the outreach event(s):

(d) Delivery Method:

(e) The MS4 must maintain a list of the public participation/outreach event, including a short description of the activity, number of attendees, and if the goals and objectives were met.

*Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.*

(3) The number and types of construction and/or post-construction stormwater training opportunities that were provided to contractors, developers and builders, property owners (commercial, industrial, residential, homeowner associations, and other targeted entities during the reporting period [4.3 (h)(3)]:

(a) Number of training events:

- Construction only:
- Post-construction only:
- Both Construction and Post-construction:

(b) The event or events were conducted with another MS4(s):  Yes  No

- If Yes, list the MS4(s): City of Elkhart, Elkhart County, & Town of Bristol (The Greater Elkhart County Stormwater Partnership)

(4) Document that presentations (or reports provided) were made to local officials [4.3 (h)(4)]:

(a)  Yes  No

(b) Number of presentations: 5 Date or Dates: April 10, Aug 28, Oct 27, Nov 21, Dec 21

(5) Provide a list of public education materials used during the reporting period [4.3 (h)(6)]:

(a) Number of new materials developed: 13

(b) The MS4 must maintain a list of public educational materials.

(c) If the materials are maintained on a webpage – please provide the link: <https://goshenindiana.org/stormwater-management>

*Do not submit the list of materials at this time. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.*

**SECTION 3: ILLICIT DISCHARGE DETECTION AND ELIMINATION - MINIMUM CONTROL MEASURE 3**

(1) Status of measurable goals, program requirements, compliance schedules, and timetables for this MCM If Objectives are not being met for a specific program element, explain the implementation problems encountered, and changes made to resolve problems identified [4.4 (k)(1)]:

(a) On Target:  Yes  No

(b) If No, provide an explanation in Section 7.

(2) A summary of any storm sewer system mapping changes to the outfall and/or conveyance maps [4.4 (k)(3)]:

(a) The map is current:  Yes  No

(b) The map was last updated on:  
December 31, 2023

(3) Number of new outfalls mapped [4.4 (k)(4)]:

1

(4) Number and location of dry weather outfalls screened for illicit discharges [4.4 (k)(5)]:

(a) Number of dry weather outfalls screened:

1

(b) The number of dry weather outfalls that need to be screened before the end of the permit cycle:  
100%

(c) The MS4 must maintain information that contains the "location" of the dry weather outfalls screened.

*Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.*

(5) Number and location of illicit discharges detected [4.4 (k)(6)]:

(a) Number detected:

(b) The MS4 must maintain information that contains the "location" of the illicit discharges.

*Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.*

(6) Number and location of illicit discharges and/or spills reported [4.4 (k)(8)]:

(a) Number reported:

(b) The MS4 must maintain information that contains the "location" of the illicit discharges and/or spills reported.

*Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.*

(7) Illicit discharges eliminated for those that were detected and/or reported [4.4 (k)(7) and (9)]:

(a) Number eliminated:

(b) Number that required no corrective action:

(c) Number of enforcement actions taken:

(8) The MS4 has reviewed and assessed the minimum control measure in accordance with MS4GP [4.4 (i)]:

Yes  No

(9) The MS4 documents annual training attended by staff specific to their responsibilities in accordance with the MS4GP [4.4 (g)]:

Yes  No

(10) The MS4 adopted a revised IDDE ordinance during this reporting year [8.1 (a)(4)]:

Yes  No

Last updated on: Originally Adopted on December 20, 2005

**SECTION 4: CONSTRUCTION SITE STORMWATER RUN-OFF CONTROL - MINIMUM CONTROL MEASURE 4**

(1) Status of measurable goals, program requirements, compliance schedules, and timetables for this MCM. If objectives are not being met for a specific program element, explain the implementation problems encountered, and changes made to resolve problems identified [4.5 (m)(1)]:

(a) On Target:  Yes  No

(b) If No, provide an explanation in Section 7.

(2) The number of construction projects owned and/or operated by the MS4 entity that were active at the time of submission of this report [4.5 (m)(2)]:

10

(3) The number of construction sites obtaining a MS4 entity-issued stormwater run-off permit or authorization to discharge during the reporting period [4.5 (m)(3)]:

19

(4) The number of construction sites inspected during the reporting period [4.5 (m)(4)]: 233

(a) The MS4 has completed the inspections as required by the MS4GP [4.5 (d)(3)]:

• On Target:  Yes  No

• If No, provide an explanation in Section 7.

(5) The number and type of enforcement actions taken during the reporting period [4.5 (m)(5)]:

(a) Check the Appropriate Type of Action:

Stop work Orders

Monetary Penalties

Other (Describe):

Notices of Violation

(6) The number of public information requests and/or complaints received [4.5 (m)(6)]:

(a) Public Information Requests (Freedom of Information Request): 0

(b) Complaints Received: 4

(7) The MS4 has reviewed and assessed the minimum control measure in accordance with MS4GP [4.5 (i)]:

Yes  No

(8) The MS4 documents annual training attended by staff specific to their responsibilities in accordance with the MS4GP [4.5 (j)]:

Yes  No

(9) The MS4 maintains an inventory of all construction site projects in accordance with MS4GP [4.5 (l)]:

Yes  No

(10) The MS4 adopted a revised construction stormwater run-off ordinance or regulatory mechanism during the reporting year [8.1 (a)(4)]:

Yes  No

Last Updated on: Originally adopted on February 7, 2006

**SECTION 5: POST-CONSTRUCTION STORMWATER RUN-OFF CONTROL - MINIMUM CONTROL MEASURE 5**

(1) Status of measurable goals, program requirements, compliance schedules, and timetables for this MCM. If objectives are not being met for a specific program element, explain the implementation problems encountered, and changes made to resolve problems identified [4.6 (j)(1)]:

(a) On Target:  Yes  No

If No, provide an explanation in Section 7.

(2) The MS4 updated the post-construction ordinance and/or regulatory mechanism during the reporting period [4.6 (j)(2)]:

Yes  No

Last Updated on: January 3, 2006

(3) The number of sites requiring post-construction control measures during the reporting period [4.6 (j)(3)]:

(a) Number of Sites:

(4) Number, type, and location of structural measures installed during the reporting period [4.6 (j)(4)]:

(a) Number of Measures:

(b) The MS4 must maintain information on the "type" and "location" of the measures installed.

*Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.*

(5) Number, type, and location of structural measures modified to function properly or improve water quality benefits [4.6 (j)(5)]:

(a) Number of Measures Modified:

(b) The MS4 must maintain information on the "type" and "location" of the measures modified.

*Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.*

(6) Number, type, and location of structural measures inspected to ensure each meets design requirements and/or are being maintained [4.6 (j)(6)]:

(a) Number of MS4 Owned/Operated Measures Inspected:

On Target (permit requires 100 % inspected by the end of the permit cycle):

Yes  No If No, provide an explanation in Section 7

(b) Number of Privately Owned Measures Inspected: 0

On Target (permit requires 100% or a minimum of 250 inspected by the end of the permit cycle):

Yes  No If No, provide an explanation in Section 7

(c) The MS4 must maintain information on the "type" and "location" of the measures inspected.

*Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.*

(7) The MS4 has developed and administers an inspection program in accordance with the MS4GP [4.6 (e) and (f)]:

Yes  No

(8) The MS4 has reviewed and assessed the minimum control measure in accordance with MS4GP [4.6 (h)]:

Yes  No

(9) The MS4 documents annual training attended by staff specific to their responsibilities in accordance with the MS4GP [4.6 (i)]:

Yes  No



**SECTION 6: MUNICIPAL OPERATIONS POLLUTION PREVENTION AND GOOD HOUSEKEEPING - MINIMUM CONTROL MEASURE 6**

(1) Status of measurable goals, program requirements, compliance schedules, and timetables for this MCM. If Objectives are not being met for a specific program element, explain the implementation problems encountered, and changes made to resolve problems identified [4.7 (n)(1)]:

(a) On Target:  Yes  No

If No, provide an explanation in Section 7.

(2) Number and location of stormwater outfalls and conveyance systems that have been repaired during the reporting period [4.7 (n)(2)]:

(a) Number of outfalls:

(b) Number of conveyance systems:

(c) The MS4 must maintain information that contains the "location" of the outfalls and conveyances that have been repaired.

*Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.*

(3) Estimated amount of material collected from stormwater drainage system cleaning during the reporting period including the disposal methods utilized [4.7 (n)(3)]:

(a) Material Collected (*Volume or Weight*): 1,580 cubic yards

(b) Disposal Method: Elkhart County Landfill

(4) Estimated amount of material collected from street sweeping during the reporting period, if applicable, including the disposal methods utilized [4.7 (n)(4)]:

(a) Material Collected (*Volume or Weight*): 853.36 tons

(b) Disposal Method Utilized: Elkhart County Landfill

(5) Number and location of de-icing salt and sand storage areas and methods used to minimize stormwater exposure:

(a) Number of De-icing salt and sand storage areas [4.7 (n)(5)]: 1

(b) The MS4 must maintain information as to the "location" and methods used to minimize stormwater exposure.

*Do not submit this information. Upon review of the annual report IDEM may request the information or evaluate the information as part of an audit of the MS4 Program.*

(6) The MS4 has reviewed and assessed the minimum control measure in accordance with MS4GP [4.7 (i)]:

Yes  No

(7) The MS4 documents annual training attended by staff specific to their responsibilities in accordance with the MS4GP [4.7 (m)]:

Yes  No

(a) List the number of employees within other departments that have been trained on stormwater issues:

(8) The total number of owned and/or operated facilities (total number as of submittal of this report) within the MS4:

(9) The number of owned and/or operated facilities, identified in item (8) above that require development of a SWPPP:

(10) Facility inspections completed during the reporting period:

(a) The MS4 inspected each facility quarterly:  Yes  No

If No, provide an explanation:

(b) The MS4 Coordinator participated in at least one of the quarterly inspections at each facility:  Yes  No

If No, provide an explanation:

(11) The percentage of surface visual inspection performed by the MS4 during the reporting period:

100 Percent

**SECTION 7: MS4 PROGRAM MANAGEMENT AND SUMMARY**

(1) Water Quality Characterization Report (WQCR) [8.1 (a)(5)]:

(a) The WQCR has been updated during this reporting period.  Yes  No

Date of Modification/update: May 1, 2023

(b) The updated WQCR and/or new and on-going water quality characterization data is required as part of the annual report).  
*Do not submit this information. As part of the annual report review IDEM may request this information or review the information during an audit of the MS4 Program.*

(c) Updated list of the receiving waters. The MS4 must maintain documentation of receiving waters. As part of the annual report review, IDEM may request this information or review the information as part of an audit of the MS4 Program [8.1 (a)(6)].  
*Do not submit this information. As part of the annual report review, IDEM may request this information or review the information as part of an audit of the MS4 Program.*

(2) Provide progress to meet a TMDL, WLA, or improve water quality in the 303d listed impairments) [8.1 (a)(7)]:

(a) A TMDL implementation plan has been developed within the MS4 boundaries.

Yes  No  In Progress  Not Applicable

(b) If Yes: provide a brief description of progress to meet the TMDL WLA or improve water quality in the 303d listed impairments.

(3) MS4 jurisdictional boundaries as required by Section 4.2 (a)(1). Identify areas removed or added to the jurisdictional area of the MS4 [8.1 (a)(10)]:

(a) Provide a shapefile or map with a date that reflects changes made during the reporting period.

(4) Describe new funding sources and new expenditures [8.1 (a)(9)]:

(a)

(b)

(c)

(d)

(5) Describe relevant sections of the SWQMP that have been modified (by MCM) [8.1 (a)(1)]:

(a) Public Education, Outreach and Involvement:

(b) Illicit Discharge:

(c) Construction Stormwater Run-off:

(d) Post-construction Run-off:

(e) Good Housekeeping:

(6) Brief Description of changes from the previous year due to annual review [8.1 (a)(2)]:

(a) Public Education, Outreach and Involvement:

(b) Illicit Discharge:

(c) Construction Stormwater Run-off:

(d) Post-construction Run-off:

(e) Good Housekeeping:

(7) Implementation problems encountered, including program changes made to address ineffectiveness or infeasibility [8.1 (a)(8)]:

(a) Public Education, Outreach and Involvement:

(b) Illicit Discharge:

(c) Construction Stormwater Run-off:

(d) Post-construction Run-off:

(e) Good Housekeeping:

(8) Brief Description of projects or programs that have been successful or should be highlighted and unique:

(9) Brief Description of issues that have been identified that IDEM may be able to assist the MS4 in addressing:

**SECTION 8: CERTIFICATION AND SIGNATURE**

I swear or affirm, under penalty of perjury as specified by IC 35-44.1-2-1 and other penalties specified by IC 13-30-10, that the statements and representations in this notification are true, accurate, and complete.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly involved in gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed Name of Responsible Individual (Applicant/Permittee):

\_\_\_\_\_

Signature of Responsible Individual:

\_\_\_\_\_

Date (month/day/year) \_\_\_\_/\_\_\_\_/\_\_\_\_

**Note:**

- This document must be signed by the individual meeting requirement of 40 CFR 122.22.
- Signature must be wet ink (FAX and photocopies are not acceptable)



## CITY OF GOSHEN LEGAL DEPARTMENT

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

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

March 25, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Status Hearings: 702 N. 6th Street  
208 Queen Street  
321 W. Oakridge Avenue  
111 S. 29th Street

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The Board held an unsafe building hearing for these properties on February 8, 2029. At the conclusion of the hearing, the Board determined the building was unsafe and warranted demolition. However, because an auction/sale of the property had recently occurred and the new prospective owner demonstrated a willingness to make repairs, the Board ordered that the new property owner either make substantial progress on repairs or demolish the property within ninety (90) days. For reference, a copy of the Record of Action and Continuous Enforcement Order issued by the Board for each property is included.

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

The respective property owners for the property are as follows:

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

The Board is only receiving an update as to the status of the repairs and/or demolition at each of the properties. There is no formal action for the Board to take.

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

February 8, 2024

To:	Ronald E. Davidhizar 203 Middlebury Street Goshen, Indiana 46528	Gabriel Camarena 988 E. Beer Road Milford, Indiana 46542	Nicolas Camarena 703 W 1250 N Milford, Indiana 46542
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IN RE: Violation of Goshen City Code

Property located at: 702 North Sixth Street, Goshen, Indiana

Property Tax Code: 20-11-04-482-007.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Ronald E. Davidhizar

Substantial property of interest of record: Gabriel Camarena; Nicolas Camarena

**Section 1. Background**

The Order of the City of Goshen Building Commissioner dated November 1, 2023 (hereinafter "Order") concerning the real estate located at 702 North Sixth Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on February 8, 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 1, 2023.

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

1. The residential structure is not secured from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). The front door is open, the door to the basement is open, and the residential structure is freely accessible to vandals and squatters, in addition to animals.

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

## **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:

<b>Building Condition/Violation</b>	<b>Yes</b>	<b>No</b>
1. The residential structure is not secured from intrusion by unauthorized persons.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The residential structure's roof is leaking, resulting in ceiling plaster on the second floor collapsing, water damaged lath on walls and ceilings, soffit at rear of structure collapsing, and water damaged fascia.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Multiple windows and doors are broken and not working property	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Multiple areas of the foundation have cracks and holes, and there are areas where the block foundation has failed, compromising the strength of the foundation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Portions of the second floor ceiling have collapsed; ceiling panels on the main floor have collapsed; walls throughout the residential structure have holes, and several walls have collapsed or been removed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. The interior of the residential structure has chipped and peeling paint throughout	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. The electrical system is damaged and likely needs replacement due to neglect	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. The plumbing system is damaged and likely needs replacement due to neglect	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. The mechanical system is damaged and likely needs replacement due to neglect	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. The residential structure, due to deterioration, damage, and its dilapidated condition, has become a fire hazard	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**C. Unsafe Building**

- These conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:
  - In an impaired structural condition that makes it unsafe to person or property;
  - A fire hazard;
  - A hazard to public health;
  - A public nuisance;
  - Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
  - 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 building at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

- Warrant demolition of the unsafe building. 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. Specifically,

- Cracks and holes in foundation, area of failing block foundation
  - Collapsing ceilings
  - Leaking roof, resulting in continued water damage
  - Damaged electrical system and continued neglect
- 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 building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
- Can be repaired cost effectively and the property owner(s) of record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, 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 Building at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded
- Modified as follows:
- The Hearing Authority hereby ORDERS the property owner and/or the substantial property interest(s) of record to either substantially repair the unsafe buildings identified in Sections 1 and 2 at the property identified on the attached Exhibit A or to demolish said unsafe buildings and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition to be completed on or before May 8, 2024
  - The Hearing Authority further ORDERS that there will be a review hearing to determine compliance with this Continuous Enforcement Order held before the Goshen Board of Public Works and Safety on **Thursday, May 9, 2024.**

You are entitled to appeal these findings of facts and this Order to the Elkhart 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.

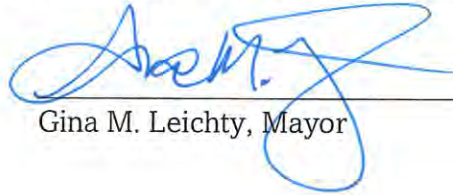


I.C. § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the Building and/or the Real Estate affected by this Continuous Enforcement Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest 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 February 8, 2024.

City of Goshen Board of Public Work and Safety

By:

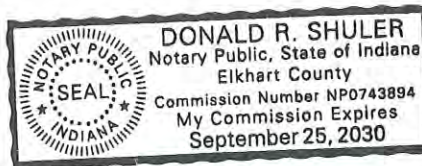


Gina M. Leichthy, Mayor

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. Leichthy, Mayor, and acknowledged execution of the foregoing Order on February 8, 2024

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

  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Lot Number Thirty-five (35) in Wilden's Addition to the City of Goshen, Indiana, less twenty (20) feet for a road off the whole length of said lot on the South side thereof.

Lots Numbered Thirty-two (32) Thirty-three (33) and Thirty-four (34) in Wilden's Addition to the City of Goshen, 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 February 8, 2024, for the premises at 702 North Sixth 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 February 9, 2024

Ronald E. Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528

Gabriel Camarena  
988 E. Beer Road  
Milford, Indiana 46542

Nicolas Camarena  
703 W 1250 N  
Milford, Indiana 46542



---

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

February 8, 2024

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

Leopoldo Mendoza  
711 Chicago Avenue, Apt. #1  
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code

Property located at: 208 Queen Street, Goshen, Indiana

Property Tax Code: 20-11-04-459-008.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Ronald E. Davidhizar

Substantial property of interest of record: Leopoldo Mendoza

**Section 1. Background**

The Order of the City of Goshen Building Commissioner dated November 3, 2023 (hereinafter "Order") concerning the real estate located at 208 Queen Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on February 8, 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 6, 2023.

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

1. The heating and mechanical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a).
2. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1(a).

3. The electrical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). The electrical panel has been tampered with and there are areas inside the structure with exposed and damaged electrical wires.
4. The residential structure is vacant and not secured, a violation of Section 6.3.1.1(ff). The structure has no doors on its exterior, permitting unauthorized access by people and animals.
5. The windows have not been kept in good repair and are not weather tight and rodent proof, a violation of Section 6.3.1.1(d). All windows have been broken and there is broken glass throughout the residential structure.
6. The ceilings have not been kept in good repair, a violation of Section 6.3.1.1(b). Areas of the ceiling have collapsed.
7. The walls have not been kept in good repair, a violation of Section 6.3.1.1(b). Areas of the walls have collapsed, other walls have holes all the way to the outside exposing the structure to weather damage and rodents entering the property.
8. The floors have not been kept in good repair, a violation of Section 6.3.1.1(b). There are areas of the floor that have begun to collapse and are not able to support the proper load required.
9. The residential structure has not been kept weather tight, making the foundation system incapable of supporting all nominal loads, a violation of Section 6.3.1.1(b). The structural members of the structure have been damaged by weather to the extent that it has compromised the structural integrity of the structure.
10. The residential structure is in likely to partially or completely collapse as a result of deterioration, a violation of Section 6.3.1.1(r). The floors, walls, and ceilings are detached from each other. The house is leaning and in danger of total collapse.
11. Portions of the residential structure are likely to fail and collapse, a violation of Section 6.3.1.1(p). There are severe cracks in the walls, ceiling, and floors as they have detached from each other. The entire house is beginning to sag. Several portions of the house have begun to collapse due to consistent exposure to weather; structural members have become water damaged to the extent they have lost their structural integrity.

## **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:

<b>Building Condition/Violation</b>	<b>Yes</b>	<b>No</b>
1. The heating and mechanical system at the residential structure is inoperable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The plumbing system at the residential structure is inoperable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The electrical system at the residential structure is inoperable. The electrical panel has been tampered with and there are areas inside the structure with exposed and damaged electrical wires.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The residential structure is vacant and not secure. The structure has not doors on its exterior, permitting unauthorized access by people and animals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. The windows have not been kept in good repair and are not weather tight and rodent proof. All windows have been broken and there is broken glass throughout the residential structure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. The ceilings have not been kept in good repair. Areas of the ceiling have collapsed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. The walls have not been kept in good repair. Areas of the walls have collapsed, other walls have holes all the way to the outside exposing the structure to weather damage and rodents entering the structure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. The floors have not been kept in good repair. There are areas of the floor that have begun to collapse and are not able to support the proper load required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. The residential structure has not been kept weather tight, making the foundation system incapable of supporting all nominal loads. The structural members of the structure have been damaged by weather to the extent that it has compromised the structural integrity of the structure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. The residential structure is likely to partially or completely collapse as a result of deterioration. The floors, walls, and ceilings are detached from each other. The house is leaning and in danger of total collapse.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Portions of the residential structure are likely to fail and collapse. There are severe cracks in the walls, ceilings, and floors as they have detached from each other. The entire house is beginning to sag. Several portions of the house have begun to collapse due to consistent exposure to weather; structural members have become water damaged to the extent they have lost their structural integrity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**C. Unsafe Building**

- These conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:

- In an impaired structural condition that makes it unsafe to person or property;
- A fire hazard;
- A hazard to public health;
- A public nuisance;
- Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
- 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 building at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

- Warrant demolition of the unsafe building. 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. Specifically,
  - Foundation system not capable of supporting nominal loads, the house is leaning and starting to sag
  - Collapsing ceilings and floors
  - Walls, ceilings, and floors detaching from each other
  - Continued exposure to elements, leading to further deterioration
  - General neglect and dilapidation
- 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 building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
- Can be repaired cost effectively and the property owner(s) of record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, 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 Building at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded
- Modified as follows:

- The Hearing Authority hereby ORDERS the property owner and/or the substantial property interest(s) of record to either substantially repair the unsafe buildings identified in Sections 1 and 2 at the property identified on the attached Exhibit A or to demolish said unsafe buildings and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition to be completed on or before May 17, 2024
- The Hearing Authority further ORDERS that there will be a review hearing to determine compliance with this Continuous Enforcement Order held before the Goshen Board of Public Works and Safety on **Thursday, May 23, 2024.**

You are entitled to appeal these findings of facts and this Order to the Elkhart 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 February 8, 2024.

City of Goshen Board of Public Work and Safety

By:

  
Gina M. Leichty, Mayor

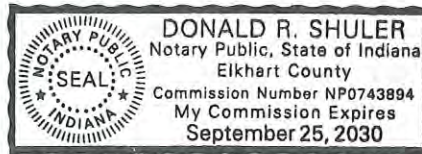


STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

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 February 8, 2024

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

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

Lot Numbered Two Hundred Sixty-five (265) and Two Hundred Sixty-six (266) in Wilden's Third Addition to the City of Goshen, 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 February 8, 2024, for the premises at 208 Queen 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 February 9, 2024

Ronald E. Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528

Leopoldo Mendoza  
711 Chicago Avenue, Apt. #1  
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 BOARD OF PUBLIC WORKS AND SAFETY  
UNSAFE BUILDING HEARING AUTHORITY  
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

February 8, 2024

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

Gabriel Alvarez  
1014 Lucerne Drive  
Goshen, Indiana 46526

IN RE: Violation of Goshen City Code

Property located at: 321 W. Oakridge Avenue, Goshen, Indiana

Property Tax Code: 20-11-04-385-005.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Ronald E. Davidhizar

Substantial property of interest of record: Gabriel Alvarez

**Section 1. Background**

The Order of the City of Goshen Building Commissioner dated November 3, 2023 (hereinafter "Order") concerning the real estate located at 208 Queen Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on February 8, 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 6, 2023.

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

1. The heating and mechanical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). The heating system does not work. The duct work has not been properly maintained, is not connected properly, and has rusted out. The water heater gas line has been cut and removed, and is in an overall state of disrepair.

2. The structural members within the residential structure have not been properly maintained to support all live and dead loads, a violation of Section 6.3.1.1(l). Multiple floor beams have completely failed and/or show signs of significant decay, and therefore not able to support the required load.
3. The foundation is not weather tight, rodent proof, has not been kept in good repair, is not free from open cracks and breaks, and is not capable of supporting nominal loads, a violation of Section 6.3.1.1(b). Multiple areas of the foundation have cracks and holes and show signs of beginning to fail.
4. The ceilings have not been kept in good repair, a violation of Section 6.3.1.1(b). Ceilings showing signs of leaking and water damage.
5. The walls have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls have holes.
6. The floors have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple floors are failing, making it unsafe to walk.
7. The electrical system in the residential structure is inoperable, a violation of Section 6.3.1.1(a). The electrical system does not work, and there is exposed and damaged electrical wiring.
8. The roof has not been maintained in good repair, a violation of sections 6.3.1.1(b) and (c). The roof shingles show signs of decay.
9. The windows have not been kept in sound repair, a violation of Section 6.3.1.1(d). There are multiple broken windows throughout the residential structure.
10. The residential structure is not secured, a violation of Section 6.3.1.1(ff).
11. A portion of the residential structure is likely to fail, become detached, dislodged, or collapse, a violation of Section 6.3.1.1(p). The floor beams have become so decayed that they are unsafe to walk upon. The floors have become detached from the walls, are sinking, and in danger of complete failure. Certain floor beams have completely collapsed due to decay and possible termite damage.
12. The residential structure, due to dilapidation, deterioration, and decay, is likely to partially or completely collapse, a violation of Section 6.3.1.1(r). The Michigan basement coating has multiple cracks and breaks and show signs of failure. The exterior of the stone foundation has significant cracks and holes. The floors have become detached from the walls and are sinking. Floor beams show significant sign of termite damage, with some completely missing. The structural integrity of the floor beams and entire floor system has been compromised due to decay and other damages.

## **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 heating and mechanical system at the residential structure is inoperable. The heating system does not work. The duct work has not been properly maintained, is not connected properly, and has rusted out. The water heater gas line has been cut and removed, and is in an overall state of disrepair.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The structural members within the residential structure have not been properly maintained to support all live and dead loads. Multiple floor beams have completely failed and/or show signs of significant decay, and therefore not able to support the required load.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The foundation is not weather tight, rodent proof, has not been kept in good repair, is not free from open cracks and breaks, and is not capable of supporting nominal loads. Multiple areas of the foundation have cracks and holes and show signs of beginning to fail.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The ceilings have not been kept in good repair. Ceilings showing signs of leaking and water damage.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. The walls have not been kept in good repair. Multiple walls have holes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. The floors have not been kept in good repair. Multiple floors are falling, making it unsafe to walk.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. The electrical system in the residential structure is inoperable. The electrical system does not work and there is exposed and damaged electrical wiring.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. The roof has not been maintained in good repair. The roof shingles show signs of decay.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. The windows have not been kept in sound repair. There are multiple broken windows throughout the residential structure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. The residential structure is not secured.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. A portion of the residential structure is likely to fail, become detached, dislodged, or collapse. The floor beams have become detached from the walls, are sinking, and in danger of complete failure. Certain floor beams have completely collapsed due to decay and possible termite damage.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. The residential structure, due to dilapidation, deterioration, and decay, is likely to partially or completely collapse. The Michigan basement coating has multiple cracks and breaks and show signs of failure. The exterior of the stone foundation has significant cracks and holes. The floors have become detached from the walls and are sinking. Floor beams show significant sign of termite damage, with some completely missing. The	<input checked="" type="checkbox"/>	<input type="checkbox"/>

structural integrity of the floor beams and entire floor system has been compromised due to decay and other damages.		
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**C. Unsafe Building**

- These conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:
  - In an impaired structural condition that makes it unsafe to person or property;
  - A fire hazard;
  - A hazard to public health;
  - A public nuisance;
  - Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
  - 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 building at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

- Warrant demolition of the unsafe building. 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. Specifically,
  - Floor beams are rotting or completely missing, resulting in the floors sinking and detaching from walls
  - Signs of a leaking roof, water damaged ceilings
  - Stone foundation with significant cracks and holes
  - Continued exposure to elements, leading to further deterioration
  - General neglect and dilapidation
- 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 building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
- Can be repaired cost effectively and the property owner(s) of record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, 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 Building at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded
- Modified as follows:
  - The Hearing Authority hereby ORDERS the property owner and/or the substantial property interest(s) of record to either substantially repair the unsafe buildings identified in Sections 1 and 2 at the property identified on the attached Exhibit A or to demolish said unsafe buildings and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition to be completed on or before May 17, 2024
  - The Hearing Authority further ORDERS that there will be a review hearing to determine compliance with this Continuous Enforcement Order held before the Goshen Board of Public Works and Safety on **Thursday, May 23, 2024.**

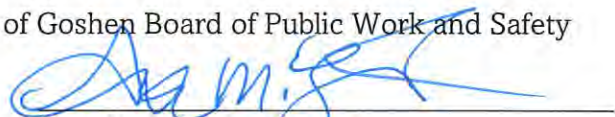
You are entitled to appeal these findings of facts and this Order to the Elkhart Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified time, then your right to appeal will be forfeited.

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 February 8, 2024.

City of Goshen Board of Public Work and Safety

By:

  
Gina M. Leichty, Mayor

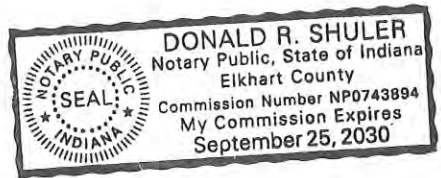


STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

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. Leichthy, Mayor, and acknowledged execution of the foregoing Order on February 8, 2024

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

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

Lot numbered 196 in Wilden's Walnut Hill Third Addition to the City of Goshen, 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 February 8, 2024, for the premises at 321 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 February 9, 2024

Ronald E. Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528

Gabriel Alvarez  
1014 Lucerne Drive  
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 BOARD OF PUBLIC WORKS AND SAFETY  
UNSAFE BUILDING HEARING AUTHORITY  
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

February 8, 2024

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

Eduardo Pizana  
401 W. Oakridge Avenue  
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code

Property located at: 111 South 29th Street, Goshen, Indiana

Property Tax Code: 20-11-11-155-019.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Ronald E. Davidhizar

Substantial property of interest of record: Eduardo Pizana

**Section 1. Background**

The Order of the City of Goshen Building Commissioner dated November 3, 2023 (hereinafter "Order") concerning the real estate located at 111 South 29th Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on February 8, 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 1, 2023.

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

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

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

## **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:

<b>Building Condition/Violation</b>	<b>Yes</b>	<b>No</b>
1. The residential structure is not secured from intrusion by unauthorized persons. There is no front door installed, missing windows, and large gaps in foundation. The presence of animal and human feces, decaying animal carcasses, and accumulation of materials inside the structure confirm its accessibility.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The heating and mechanical system at the residential structure have been damaged due to neglect and lack of use. The furnace has been tampered with and the existing duct work has rusted out and need replacement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Due to neglect and deterioration, the residential structure is in a condition where it is in danger of collapsing. Areas of the roof are in danger of collapse from deterioration and leaks. Areas of the foundation are collapsing and have large gaps, permitting animals and weather to enter.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The residential structure has become a fire hazard. Due to neglect and dilapidation, in addition to the residential structure's accessibility, the structure has lost most of its fire resistance qualities; the gas lines are busted, the electrical wiring has been cut, and the furnace has been tampered with.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. The plumbing system at the residential structure is inoperable. Most plumbing pipes have been cut or completely removed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. The electrical system at the residential structure is inoperable. All the wiring has been cut and removed; the electrical panel is open and all wires have been cut from the panel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. The foundation of the residential structure is not weather tight, has not been kept in good repair, and is not firmly supported nor free of open cracks and breaks. There are areas of the foundation that have large holes permitting animals and weather to enter, and areas of the foundation wall that have begun to collapse.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. There are multiple missing windows and broken windows throughout the residential structure.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. The rood has not been kept in good repair. The roof has deteriorated and has several leaks. Areas of the soffit have collapsed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. The ceiling has not been kept in good repair. Ceiling panels throughout the residential structure have collapsed and several areas of the ceilings have holes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

11. The walls inside the house have not been kept in good repair. Multiple walls have holes in them.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. The floors have not been kept in good repair. Several floors have holes in them and there are areas of the floor that have begun to collapse.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. All painted surfaces in the residential structure are not properly coated and weather tight. Areas throughout the interior and exterior have chipping and peeling paint.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**C. Unsafe Building**

- These conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:
  - In an impaired structural condition that makes it unsafe to person or property;
  - A fire hazard;
  - A hazard to public health;
  - A public nuisance;
  - Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
  - 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 building at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

- Warrant demolition of the unsafe building. 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. Specifically,
  - Areas of the foundation with large holes, parts of the foundation wall beginning to collapse
  - Roof is leaking, areas of soffit have collapsed
  - Collapsing ceilings
  - Areas of floor beginning to collapse
  - General neglect and continued deterioration
- 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 building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
- Can be repaired cost effectively and the property owner(s) of record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, 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 Building at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded
- Modified as follows:
  - The Hearing Authority hereby ORDERS the property owner and/or the substantial property interest(s) of record to either substantially repair the unsafe buildings identified in Sections 1 and 2 at the property identified on the attached Exhibit A or to demolish said unsafe buildings and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition to be completed on or before May 3, 2024
  - The Hearing Authority further ORDERS that there will be a review hearing to determine compliance with this Continuous Enforcement Order held before the Goshen Board of Public Works and Safety on **Thursday, May 9, 2024.**

You are entitled to appeal these findings of facts and this Order to the Elkhart 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 February 8, 2024.



City of Goshen Board of Public Work and Safety

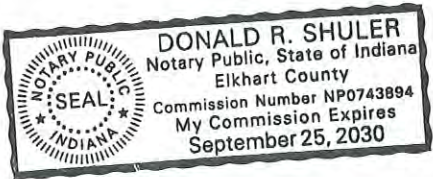
By:   
Gina M. Leichty, Mayor

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 February 8, 2024

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

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

Lots 517 and 519 in Wildens 2nd East Addition to the City of Goshen, and the East Half (E ½) of the Vac Ally Adj W

**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 February 8, 2024, for the premises at 111 South 29th 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 February 9, 2024

Ronald E. Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528

Eduardo Pizana  
401 W. Oakridge Avenue  
Goshen, Indiana 46528



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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](http://www.goshenindiana.org)

March 25, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 425 N. 9th Street

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The Board held an unsafe building hearing for the property located at 425 N. 9th Street, Goshen, Indiana, on February 29, 2024. At that hearing, following the presentation of evidence and statements from the Goshen Building Department and the property owner, Christopher Jones, the Board tabled the matter and further review to March 28, 2024, with the following conditions:

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

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

A form of the Record of Action and Continuous Enforcement Order that the Board may issue following the hearing is also attached, and may be used as a guide in conducting the hearing. Also included for reference is the April 13, 2023 Order of the City of Goshen Building Commissioner and the March 1, 2024 letter to Christopher Jones.



**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Donald R. Shuler, Assistant City Attorney**

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

donshuler@goshencity.com • www.goshenindiana.org  
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

March 1, 2024

Christopher D. Jones  
425 North 9th Street  
Goshen, Indiana 46528

Via Regular & Certified Mail

RE: 425 North 9th Street  
Order of the City of Goshen Building Commissioner  
February 29, 2024 Board of Works Hearing

Dear Mr. Jones:

This letter is in follow up to unsafe building hearing held by the Goshen Board of Public Works and Safety held yesterday, February 29, 2024. As you know, the hearing was to review the prior Order of the City of Goshen Building Commissioner requesting demolition of the unsafe structure at 425 N. 9th Street. Following presentations by Travis Eash of the Goshen Building Department as well as yourself, the Board agreed to table its review until its meeting on **Thursday, March 28, 2024 at 4:00 p.m.** You will need to be present at this meeting or the Board may take further action in your absence. The Board tabled further review based on the following conditions:

- (1) You and your attorney provide a written summary of the current status of your litigation and collection efforts in the lawsuit you mentioned (Cause No. 20D05-2012-PL-238). This summary should include a summary of the collection efforts to date, a reasonable time table for collection, and a statement as to the reasonable likelihood of success of collection.
- (2) You should maintain the exterior of the property at 425 N. 9th Street, which will include cleaning up the yard in compliance with City of Goshen ordinances. Specifically, this will include removal of accumulated materials outside the structure, such as lumber, appliances, cars, doors, books, tires, air conditioning parts, and other materials.

The Board also discussed that it will be necessary for the Goshen Building Department to conduct an inspection of the building on the property prior to the March 28, 2024 hearing to determine its current status. Therefore, it will be helpful if you will work with the Goshen Building Department to permit this inspection. Finally, it was discussed that it would be

Christopher D. Jones  
March 1, 2024  
Page 2

helpful if your attorney or other representative can be available at the March 28, 2024 hearing.

If you have any questions or concerns regarding these requirements, please feel free to contact myself or the Goshen Building Department at 574-534-1811. The City appreciates your time and attention to these matters.

Best Regards,

A handwritten signature in black ink, appearing to read 'D. Shuler', with a horizontal line underneath.

Donald R. Shuler  
Assistant City Attorney

cc: Travis Eash, Goshen Building Department

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

March 28, 2024

To: Christopher D. Jones  
425 North 9th Street  
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code

Property located at: 425 North 9th Street, Goshen, Indiana

Property Tax Code: 20-11-10-105-025.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Christopher D. Jones

Substantial property of interest of record:

Rebecca Curtis, Unknown Heirs and Devisees

Donald R. Curtis, Unknown Heirs and Devisees

Donna J. Veitenheimer, Unknown Heirs and Devisees

**Section 1. Background**

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

Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before May 19, 2023.

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

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

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

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

- June 26, 2023 – most if not all framing complete
- July 11, 2023 – complete all framing, plumbing complete, gas service and water turned on
- August 1, 2023 – Electrical wiring complete
- August 15, 2023 – Insulation
- October 1, 2023 – Remodel complete and final inspection done

The Hearing Authority tabled the review hearing pending this Agreement. On January 10, 2024, a Notice of Schedule Hearing was sent to the property owner and published in the Goshen News, advising that the Hearing Authority would review the Order of the City of Goshen Building Commissioner on February 29, 2024.



A hearing was held on February 29, 2024 where evidence was presented and arguments heard. Following the hearing, the Board tabled further review until March 28, 2024, on the following conditions and/or requirements from the Christopher Jones:

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

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

## **Section 2. Findings**

A hearing was held on February 29, 2024, and a continued hearing on March 28, 2024 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, 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 at its February 29, 2024 hearing.

### **B. Building Conditions / Violations**

- The Hearing Authority finds the evidence presented supports the facts contained in the order of the City of Goshen Building Commissioner, dated April 13, 2023, as to the condition of the structure at the Real Estate and the corresponding violations of Goshen City Code, and therefore adopts the same as its findings.
- The Hearing Authority finds the evidence presented partially supports the facts contained in the Order of the City of Goshen Building Commissioner, dated April, 13, 2023, as to the condition of the structure at the Real Estate and the corresponding violations of

Goshen City Code, and therefore adopts the same as its findings, with the following modifications and/or revisions:

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- The Hearing Authority finds the evidence presented does not support the facts contained in the Order of the City of Goshen Building Commissioner, dated April 13, 2023, and therefore makes the following factual findings concerning the condition of the structure at the Real Estate:

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**C. Unsafe Building**

These conditions render the residential structure at the Real Estate unsafe buildings as the structure is:

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 within thirty (30) days.
- 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, Christopher D. Jones, \_\_\_\_\_ days to complete repairs necessary to address all violations listed in the Order, with this matter set for further review by the Hearing Authority at its \_\_\_\_\_ meeting.
  - 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:

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and therefore now orders a civil penalty against the property owner, Christopher D. Jones, 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 at this time.

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 March 28, 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 March \_\_\_\_\_, 2024.

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

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

Lot Number Thirty-seven (37) and Thirty-eight (38) in Wilson and Hawks Addition to the City of Goshen.

**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 March 28, 2024, for the premises at 425 North 9th 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 \_\_\_\_\_, 2024:

Christopher D. Jones  
425 North 9th Street  
Goshen, Indiana 46528

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Gloria Hernandez  
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](http://www.goshenindiana.org)

February 26, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 425 North 9th Street, Goshen, Indiana

An unsafe building review hearing was previously scheduled for the property located at 425 North 9th Street, Goshen, Indiana for June 12, 2023. At the hearing, the Goshen Building Department advised the Board of Works that an agreement for repairs had been reached with the property owner; said agreement called for repairs to be completed by October 1, 2023. The Board of Works tabled the matter based on the Agreement.

Attached is the Order of the City of Goshen Building Commissioner, the June 12, 2023 Building Department Memo to the Board of Works, and the Certificate of Service establishing service of notice of this hearing. The Board of Works needs to conduct the hearing, by receiving evidence and allowing arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. Following that presentation, the Board of Works needs to make findings as to the condition of the building at the property and either affirm, rescind, or modify the Order of the Building Commissioner. The Board of Works may also determine any further action it will order concerning the property and its owner, including the possibility of a civil penalty for a willful failure to comply.



**ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER**  
**REGARDING THE PROPERTY LOCATED AT 425 N. 9<sup>TH</sup> ST., GOSHEN, INDIANA 46528**

APRIL 13, 2023

VIA U.S. REGULAR & CERTIFIED MAIL, RETURN RECEIPT REQUESTED:

<b>TO: CHRISTOPHER JONES</b> 425 N. 9 <sup>th</sup> St. Goshen, IN 46528	<b>TO: OCCUPANT</b> 425 N. 9 <sup>th</sup> St. Goshen, IN 46528
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VIA PUBLICATION IN THE GOSHEN NEWS TO ANY AND ALL HOLDERS OF SUBSTANTIAL INTEREST IN THE REAL ESTATE COMMONLY KNOWN AS 425 N. 9<sup>TH</sup> ST., GOSHEN, INDIANA 46528, INCLUDING, BUT NOT LIMITED TO, UNKNOWN HEIRS AND DEVISEES OF THE FOLLOWING DECEASED INDIVIDUALS:

**TO: REBECCA S. CURTIS, Deceased (DOD: 12/16/2009)**  
**RONALD R. CURTIS, Deceased (DOD: 01/04/2009)**  
**DONNA J. VEITENHEIMER, Deceased (DOD: 08/22/2019)**

**RE: Premises at 425 N. 9<sup>th</sup> St., Goshen, Indiana 46528**

You are notified as a person holding a substantial property interest in the real estate at **425 N. 9<sup>th</sup> St., Goshen, Indiana 46528**, that the building or structure at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on **December 28, 2021**. Violations of the Accumulation of Materials, Building Code, and Neighborhood Preservation Ordinance code sections were cited. The real estate was reinspected on **February 16, 2022**, which showed no significant improvement to the real estate.

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate are in an impaired structural condition that makes it unsafe to a person or property, is vacant, and is not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Indiana’s Unsafe Building Law (“UBL”) (I.C. §36-7-9-1, *et seq.*) and the City’s Neighborhood Preservation Ordinance (“NPO”) (Goshen City Code §§6.1.1.1, *et seq.*).

The following fifteen (15) violations of Title 6 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

<b>VIOLATIONS OF TITLE 6, ARTICLE 3 - NEIGHBORHOOD PRESERVATION ORDINANCE (“NPO”)</b>			
<b>#</b>	<b>DESCRIPTION</b>	<b>CODE SECTION VIOLATED</b>	<b>CORRECTIVE ACTION ORDERED</b>
1	The building or structure shall not, because of obsolescence, dilapidated condition, deterioration, damage, lack of sufficient fire resistive construction, electrical wiring, gas connection, or heating apparatus, become a fire hazard.	§6.3.1.1(x) Unsafe Structure(s) – Fire Hazard	Due to the damage from the fire, all the exposed wiring, space heaters and lack of gas connection the property has become unsafe and in danger of another fire occurring

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

2	<p>The building or structure shall not have less than sixty-six percent (66%) of the strength, fire resisting qualities or characteristics, or weather resisting qualities or characteristics required by law in the case of newly constructed building of like area, height or occupancy in the same location.</p>	<p><b>§6.3.1.1(u)</b> Unsafe Structure(s) – Less Than 66%</p>	<p>Due to extensive damage from the fire throughout the property the entire structure's strength has been compromised. The rafters, floors ceiling and wall construction have all been damaged and the structural integrity is severely compromised.</p> <p>The attempted construction being done on the property since the fire has been done without any permits or inspections prior to this inspection. The wrong materials have been used throughout including but not limited to structural members, nails and flooring and must all be removed.</p> <p>With the extent of damage from the fire and lack of resistive qualities it is the Building Department's recommendation that the structure be demolished. The cost of repair exceeds the value of the property.</p> <p>If choosing to repair all permits need to be pulled by licensed contractors and owner of the property, and proper inspections completed by the Building Department. If choosing to demolish a demolition permit will need to be pulled.</p>
3	<p>Any portion, member or appurtenance of a building shall not be likely to fail, to become detached, dislodged or to collapse and thereby injure persons or damage property.</p>	<p><b>§6.3.1.1(p)</b> Unsafe Structure(s) – Interior</p>	<p>Due to the extent of damage from the fire the structural integrity has been compromised and the structure is in danger of collapse.</p>
4	<p>The building or structure, exclusive of the foundation, shall not show thirty-three percent (33%) or more damage or deterioration of its supporting member or members or fifty percent (50%) damage or deterioration of its non-supporting members, enclosings, or outside walls or coverings.</p>	<p><b>§6.1.3.1(t)</b> Unsafe Structure(s) – 33% Support / 50% Non-Support</p>	<p>Entire roof assembly has been compromised from fire damage. More than half of the load bearing walls have been compromised from the fire and attempted repairs are wrong and add no structural strength.</p> <p>Multiple exterior walls have been stripped down to the studs, exposing fire/smoke damaged wood beams which will need to be replaced if choosing to repair.</p> <p>There is no fire separation between floors.</p>
5	<p>At least one flush toilet, bathroom sink, and bathtub or shower properly connected to the water and sewer systems of the City and in good working condition shall be supplied for every eight (8) persons, or fractions thereof, residing within a hotel or rooming house, including members of the operator's family whenever they share the use of such facilities; provided, that in a hotel or rooming house where rooms are let to males, flush urinals may be substituted for not more than one-half the required number of toilets. All other facilities shall be so located within the building as to be reasonably accessible from the common hall or passageway to all persons sharing such facilities. Every bathroom sink, and bathtub or shower shall be supplied with hot water at all times.</p>	<p><b>§6.3.1.7(a)</b> Plumbing</p>	<p>No running water at the property.</p> <p>No working plumbing system at the property. A tenet was living there prior to the fire with no running water or properly working plumbing system. If choosing to repair the plumbing system needs to be assessed and repaired/replaced by a licensed plumber, permits pulled and coinciding inspections completed.</p>
6	<p>Every foundation, floor, wall, ceiling, and roof shall be reasonably weather tight and rodent proof; shall be capable of affording privacy, and shall be kept in good repair. All foundation systems must be firmly supported and free from open cracks and breaks. All foundation systems must be capable of supporting all nominal loads and capable of resisting all load effects.</p>	<p><b>§6.3.1.1(b)</b> Privacy, Weather Tight, Good Repair – Interior</p>	<p>There are no proper ceilings and no proper floors throughout the property. All have been removed and replaced with loose plywood or other loose wood pieces. No doors to any bedrooms or bathroom to afford someone the proper privacy needed.</p> <p>All wall coverings have been removed.</p>
7	<p>All electrical equipment, wiring and appliances shall be properly and safely installed in accordance with the provisions of any applicable Building, Plumbing or Electric Code adopted by the City of Goshen or the State of Indiana and thereafter properly maintained.</p>	<p><b>§6.3.1.4(g)</b> Properly and Safely Installed Electrical Equipment</p>	<p>Fire damaged wires throughout property, exposed wires throughout property.</p> <p>An electrical panel has been installed without a permit or inspection. A permit will need to be pulled by a licensed electrician for the panel and also wiring if choosing to repair.</p>

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8	Every dwelling shall have heating facilities which are properly installed, maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and rooms in every dwelling unit located therein to a temperature of at least sixty-five (65) degrees Fahrenheit, and whenever the outside winter conditions are at least zero (0) degrees Fahrenheit. Unvented fuel burning space heaters shall not be used to provide primary heating.	§6.3.1.3(e) Heat Supply	The only source of heat are from space heaters that are next to blankets and foam bedding.  The entire heating system from the furnace and duct work will need to be assessed by a licensed mechanical contractor.  Permits will need to be pulled by a licensed mechanical contractor for any duct work and any replacement of furnace/AC water heater.
9	The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property.	§6.3.1.3(e) Roof	The roof is showing signs of deterioration. Missing shingles, and possible hole in the roof.  Roof decking has all been damaged by fire and will need to be removed and replaced.
10	Every window, exterior door, and basement hatchway shall be reasonably weather tight and rodent proof, and shall be kept in sound working condition and good repair. All glazing materials shall be maintained free from cracks and holes.	§6.3.1.1(d) Windows and Doors	All cracked and broken windows need to be replaced.  All broken and missing doors need to be replaced.
11	Every occupant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he or she occupies and controls.	§6.3.1.6(b)(1) Clean and Sanitary Dwelling Unit – Exterior	All trash and debris and excess materials on the exterior and interior of property need to be removed and property maintained in a sanitary manner.  All outside storage needs to be removed and stored elsewhere
12	Every occupant of a dwelling or dwelling unit shall dispose of all his or her solid waste, appliances, furniture and bulky items in a sanitary manner. This provision does not relieve the owner of the responsibility to maintain his or her property in a clean and sanitary condition.	§6.3.1.6(b)(5) Furniture/Appliances/ Bulky Items	All bulky items, cars parked on grass, storage materials and appliances need to be removed from property.
13	Every dwelling unit shall be supplied with adequate solid waste disposal facilities and storage containers as required by the City’s Accumulation of Materials ordinance as may be amended from time to time.	§6.3.1.2(g) Containers Supplied	Every dwelling unit shall be supplied with adequate solid waste disposal facilities and storage containers as required by the City’s Accumulation of Materials ordinance as may be amended from time to time.
14	The building or structure shall not be in such a condition that it is likely to partially or completely collapse due to: (1) dilapidation, deterioration, or decay; (2) faulty construction; (3) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; or (4) the deterioration, decay or inadequacy of its foundation.	§6.3.1.1(r) Unsafe Structure(s)	Due to extensive fire damage throughout entire property compromising the structural integrity and faulty construction the property is in danger of collapse.  The Building Department recommends that the structure be demolished.
15	The building or structure shall not be so damaged by fire, wind, earthquake or flood that it has become so dilapidated and deteriorated as it becomes freely accessible to persons.	§6.3.1.1(w) Unsafe Structure(s) – Dilapidated/Deteriorated/ Free Access	The building or structure shall not be so damaged by fire, wind, earthquake or flood that it has become so dilapidated and deteriorated as it becomes freely accessible to persons.

These violations make the premises at **425 N. 9<sup>th</sup> St., Goshen, Indiana 46528** unsafe and the general condition of the building warrants removal.

You are therefore **ORDERED** to demolish and remove the unsafe building to bring it into compliance with Title 6 of the Goshen City Code by **May 19, 2023**.

In the event that you fail to comply with this Order, the City of Goshen may take action to demolish the property and will bill you for the costs of such work, including, but not limited to, the actual cost 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.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, May 22, 2023 at 2:00 p.m.**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building 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.

Indiana Code §36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building affected by this 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) days after transferring or agreeing to transfer a substantial property interest in the unsafe building affected by this Order, you must also supply Goshen Building Commissioner, Myron Grise, with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished. Mr. Grise's office is located at 204 East Jefferson Street, Goshen, Indiana 46528, or you may contact him at (574) 534-2104. 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 Order of the City of Goshen Building Commissioner is issued on **April 12, 2023**.

City of Goshen Building Department



  
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MYRON GRISE  
Building Commissioner

**GOSHEN BUILDING DEPARTMENT**  
204 E. Jefferson St., Suite 5  
Goshen, IN 46528  
Website: [building@goshencity.com](mailto:building@goshencity.com)

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing *Order of the City of Goshen Building Commissioner* for the premises at 425 N. 9<sup>th</sup> St., Goshen, Indiana 46528 was published in the Goshen News consistent with Indiana Code §36-7-9-28 and was served by sending a copy via certified mail, return receipt requested, via regular first-class mail to the last known address of the following persons to be notified on **April 13, 2023**.

**CHRISTOPHER JONES**

425 N. 9<sup>th</sup> St.

Goshen, IN 46528

**OCCUPANT**

425 N. 9th St.

Goshen, IN 46528

The undersigned further certifies that the foregoing *Order of the City of Goshen Building Commissioner* for the premises at 425 N. 9<sup>th</sup> St., Goshen, Indiana 46528 was published in the Goshen News consistent with Indiana Code §36-7-9-25 for notification and service on any and all holders of substantial interest in the real estate, including, but not limited to, unknown heirs and devisees of the following deceased individuals:

**REBECCA S. CURTIS** (*Deceased, December 16, 2009*)

**RONALD R. CURTIS** (*Deceased, January 4, 2009*)

**DONNA J. VEITENHEIMER** (*Deceased, August 22, 2019*)



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**MATT LAWSON**

Asst. City Attorney

City of Goshen