



MINUTES OF SEPT. 20, 2021 REGULAR MEETING

Board of Public Works & Safety and Stormwater Board

Convened at 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman and members Mary Nichols, DeWayne Riouse and Barb Swartley

Absent: Board member Mike Landis

Call to Order: Mayor Stutsman called the meeting to order at 2 p.m.

Review/approval of Minutes: The minutes of the Sept. 13, 2021 meeting of the Board of Works & Safety and Stormwater Board were presented. **Board member Riouse moved to approve the minutes as presented and the motion was seconded by Board member Nichols. Motion passed 4-0.**

Review/approval of Agenda: Mayor Stutsman presented the Board agenda. **Riouse moved to approve the agenda as submitted and the motion was seconded by Nichols. Motion passed 4-0.**

1. Goshen Police Department: Hiring and swearing in of Adriana Fernandez, probationary patrol officer

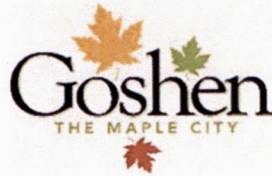
Goshen Police Chief requested that the Board approve the hiring of Adriana I. Fernandez for the position of probationary patrol officer, effective Sept. 20, 2021. Chief Miller said Fernandez has passed all exams and has been approved by both the local and State pension boards. Miller said Fernandez will be a welcome addition to the Police Department.

Riouse/Nichols moved to approve the hiring of Adriana I. Fernandez for the position of probationary patrol officer, effective Sept. 20, 2021. Motion passed 4-0. Mayor Stutsman then swore Officer Fernandez into office.

2. Goshen Police Department: Hiring and swearing in of Connie Colleen Warstler, reserve patrol officer

Goshen Police Chief Jose' Miller asked the Board to approve the hiring of Connie Colleen Warstler for the position of Reserve Patrol Officer, effective Sept. 20, 2021. Miller said Warstler has successfully passed all stages of the application process for the Goshen Police Department. Miller said Warstler will make a great addition to the Police Department.

Riouse/Nichols moved to approve the hiring of Connie Colleen Warstler for the position of Reserve Patrol Officer, effective Sept. 20, 2021. Motion passed 4-0. Mayor Stutsman then swore Officer Warstler into office.



3. Goshen Fire Department: Promotion of Zachary Klopfenstein to fire lieutenant

Goshen Fire Chief Danny Sink asked the Board to approve the promotion of Zachary Klopfenstein to the rank of Fire Lieutenant for the Goshen Fire Department, retroactive to Sept. 10, 2021. Sink said Klopfenstein has passed all of the tests and standards required for promotion at the GFD.

Riouse/Nichols moved to approve the promotion of Zachary Klopfenstein to the rank of Fire Lieutenant for the Goshen Fire Department, retroactive to Sept. 10, 2021. Motion passed 4-0. Mayor Stutsman then administered the oath of office to Lieutenant Klopfenstein.

4. Goshen Fire Department: Promotion of Winston C. Lechlitner to fire sergeant

Goshen Fire Chief Danny Sink asked the Board to approve the promotion of Winston Lechlitner to the rank of Fire Sergeant for the Goshen Fire Department, retroactive to Sept. 10, 2021. Sink said Lechlitner has passed all of the tests and standards required for promotion at the GFD.

Riouse/Nichols moved to approve the promotion of Winston Lechlitner to the rank of Fire Sergeant for the Goshen Fire Department, retroactive to Sept. 10, 2021. Motion passed 4-0. Mayor Stutsman then administered the oath of office to Sergeant Klopfenstein.

5. Request to close alley for block party from the East Lincoln Crossroads Neighborhood Association

Jesse Stoltzfus, a member of the East Lincoln Crossroads Neighborhood Association, requested permission to close the alley next to 113 S 7th Street from 7th Street to 6th Street (the alley runs parallel to Lincoln Avenue and Washington Street) on Saturday, Oct. 2, from 2 to 8 p.m., to hold a neighborhood block party. Stoltzfus said closing the alley will allow association members to hold the event outside and space out tables appropriately. Immediately affected neighbors have been notified and were said to be supportive of the plan.

Riouse/Nichols moved to approve the request to close the alley next to 113 S 7th Street from 7th Street to 6th Street on Saturday, Oct. 2, from 2 to 8 p.m., for a neighborhood block party. Motion passed 4-0.

6. Goshen Fire Department: Conditional Offer of Employment to Megan J. Berry

Shannon Marks, a paralegal with the city Legal Department, asked the Board to extend a conditional offer of employment to Megan J. Berry as a probationary firefighter and to authorize the Mayor to execute the Conditional Offer of Employment Agreement with Berry. The agreement sets forth the conditions that Berry must meet prior to beginning employment with the Fire Department as a probationary firefighter. This agreement also provides for the payment of a hiring bonus as Berry is currently a certified paramedic. The Fire Department will request the Board to confirm an offer of employment when a position opening becomes available in the department.

Riouse/Nichols moved to extend a conditional offer of employment to Megan J. Berry as a probationary firefighter and to authorize the Mayor to execute the Conditional Offer of Employment Agreement with Berry, which includes the payment of a paramedic hiring bonus. Motion passed 4-0.



7. Goshen Fire Department: Conditional Offer of Employment to Hannah M. Estes

Shannon Marks, a paralegal with the city Legal Department, asked the Board to extend a conditional offer of employment to Hannah M. Estes as a probationary firefighter and to authorize the Mayor to execute the Conditional Offer of Employment Agreement with Estes. The agreement sets forth the conditions that Estes must meet prior to beginning employment with the Fire Department as a probationary firefighter. This agreement also provides for the payment of a hiring bonus as Estes is currently a certified paramedic. The Fire Department will request the Board to confirm the offer of employment when a position opening becomes available in the department.

Riouse/Nichols moved to extend a conditional offer of employment to Hannah M. Estes as a probationary firefighter and to authorize the Mayor to execute the Conditional Offer of Employment Agreement with Estes, which includes the payment of a paramedic hiring bonus. Motion passed 4-0.

8. Goshen Water & Sewer unpaid final accounts

Kelly Saenz, Goshen Water & Sewer Office Manager, asked the Board to move the office's uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Saenz reported that the original amount of unpaid final Water/Sewer accounts for this period was \$2,676.94. Collection letters were sent out and payments of \$892.27 had been collected. The uncollected amount equals \$1,784.67

Riouse/Nichols moved to move the office's uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Motion passed 4-0.

9. Agreement with Peterson Consulting Services, Inc. for financial reporting of capital assets

Brandy L. Henderson, a paralegal with the city Legal Department, asked the Board to allow the City to enter into an agreement with Peterson Consulting Services Inc. to assist the City with its financial reporting related to its capital assets as required by Government Accounting Standards Board Statement No. 34 for the fixed fee of \$5,425.00 plus reimbursable expenses not to exceed \$250.00. All work is to be completed within 90 days from receipt of a notice to proceed.

Riouse/Nichols moved to allow the City to enter into an agreement with Peterson Consulting Services Inc. to assist the City with its financial reporting related to its capital assets as required by Government Accounting Standards Board Statement No. 34 for the fixed fee of \$5,425.00 plus reimbursable expenses not to exceed \$250.00. Motion passed 4-0.

10. Agreement with Borntrager Enterprises Inc. for roof replacement

Brandy L. Henderson, a paralegal with the city Legal Department, asked the Board to enter into an agreement with Borntrager Enterprises Inc. to replace the roof of the Administration Building of the Wastewater Treatment Plant located at 1000 W. Wilden Ave., in Goshen a cost of \$28,600.00 with work to be completed by Dec. 15, 2021.



Riouse/Nichols moved to enter into an agreement with Borntrager Enterprises Inc. to replace the roof of the Administration Building of the Wastewater Treatment Plant located at 1000 W. Wilden Ave., in Goshen at a cost of \$28,600.00 with work to be completed by Dec. 15, 2021. Motion passed 4-0.

11. Mayor Jeremy Stutsman: Trick or Treat date and hours for 2021

As a notification for the community, Mayor Jeremy Stutsman said that he is recommending that the hours for trick-or-treating for 2021 be 5:30–8 p.m. on Saturday, October 30.

Information-only item. No Board action required.

12. 16th Street Right of Entry Agreement (JN: 2020-0038)

Director of Public Works & Utilities Dustin Sailor asked the Board to approve an agreement by signing the Right of Entry for 1306 Cedarbrook Court. Sailor said a temporary drive will be installed between Kentfield Way and the apartment complex to allow for easier access for the 90 apartment units during the project. He said the current drive is too narrow to allow for safe use of the drive during certain phases of construction.

Riouse/Nichols moved to approve an agreement by signing the Right of Entry for 1306 Cedarbrook Court. Motion passed 4-0.

13. 2021 Sidewalk Paving Change Order No. 1 (JN: 2021-0001)

Director of Public Works & Utilities Dustin Sailor asked the Board to approve the balancing Change Order No. 1, increasing the contract \$14,012.18, for a final contract amount of \$101,826.18, for the Sidewalk Paving Program (JN: 2021:0001). Sailor said the increases are mostly due to several areas where the sidewalk, curb and drive approaches were not ADA compliant. There were also more tree roots than anticipated. Sailor said the original contract was \$87,814.00. Change Order No. 1 increased the total contract by \$14,013.08 for a final contract amount of \$101,826.18, which is an increase of 15.96 percent.

Riouse/Nichols moved to approve the balancing Change Order No. 1, increasing the contract \$14,012.18 for a final contract amount of \$101,826.18 for the Sidewalk Paving Program (JN: 2021:0001). Motion passed 4-0.

14. Ninth Street Trail Acceptance (JN: 2011-0052)

Director of Public Works & Utilities Dustin Sailor asked the Board to authorize Mayor Stutsman to sign the Recommendation for Acceptance form for submission to the Indiana Department of Transportation for the Ninth Street Trail Project No. 2011-0052. Sailor said the contract is sufficiently complete and the form is required to close the project.

Riouse/Nichols moved to authorize Mayor Stutsman to sign the Recommendation for Acceptance form for submission to the Indiana Department of Transportation for the Ninth Street Trail Project No. 2011-0052. Motion passed 4-0.



15. 2021 Asphalt Paving Change Order No. 3 (JN: 2021-0002)

Director of Public Works & Utilities Dustin Sailor asked the Board to approve the balancing Change Order No. 3, decreasing the contract by \$29,178.83, for a final contract amount of \$906,509.22 for the Asphalt Paving Project (JN: 2021-002). Sailor said the final contract price of \$906,509.22 constitutes a 7.22 percent increase over the original contract of \$845,436.25.

Riouse/Nichols moved to approve the balancing Change Order No. 3, decreasing the contract \$29,178.83, for a final contract amount of \$906,509.22 for the Asphalt Paving Project (JN: 2021-002). Motion passed 4-0.

16. Eisenhower Drive Extension of Lane Closures (JN: 2020-0013)

Director of Public Works & Utilities Dustin Sailor asked the Board to approve the extension of lane closures on Eisenhower Drive north and Eisenhower Drive south, west of Dierdorff Road, until Sept. 22, 2021. Sailor said Phend & Brown made the request so it can safely complete the additional adjustment of sanitary manhole and storm casings. Sailor said traffic will continue to be detoured in one direction, traveling from south to north around the Eisenhower Drive loop.

Riouse/Nichols moved to approve the extension of lane closures on Eisenhower Drive north and Eisenhower Drive south, west of Dierdorff Road, until Sept. 22, 2021. Motion passed 4-0.

17. Temporary Road Closure on Lafayette Street

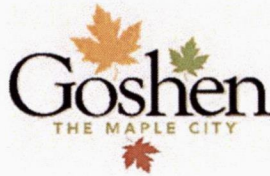
Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of Lafayette Street, between 8th and 9th Streets, from Sept. 20-24, for the replacement of a NIPSCO gas main. Sailor said a 200-foot gas main will be installed. Sailor confirmed – in response to a question from Mayor Stutsman – that NIPSCO sometimes asks for closures and then delays work. Mayor Stutsman suggested that the motion specify that closures should take place only at the time work by NIPSCO actually begins.

Riouse/Nichols moved to approve the closure of Lafayette Street, between 8th and 9th Streets, from Sept. 20-24 for the replacement of a NIPSCO gas main on the conditions closures cannot take place until work begins. Motion passed 4-0.

Privilege of the Floor: No one asked to speak

Board of Public Works and Safety Order: 1001 S. 8th Street

Mayor Stutsman convened a hearing to review the Aug. 23, 2021 Order of the City of Goshen Building Commissioner regarding the property at 1001 S. 8th Street. Mayor Stutsman swore in Building Department and Planning & Zoning Inspector Travis Eash to provide truthful information to the Board.



By way of background, the Goshen Building Department inspected the subject real estate on June 13, 2019 and found and cited violations of Neighborhood Preservation Ordinance (Minimum Housing Ordinance. The property was re-inspected on May 10, 2021 and no significant improvement to the real estate were reported.

The Aug. 23, 2021 report, signed by city Building Commissioner Myron Grise, concluded that the property was unsafe within the meaning of Indiana Code§ 36-7-9-4 in that one or more buildings or structures on the real estate were in an impaired structural condition that made it unsafe to a person or property. The property was vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter I.

The following violations of Section 6, Article 3, Chapter I of the Goshen City Code were cited by the Goshen Building Department inspector and had not been satisfactorily repaired or remedied as of June 13, 2019:

1. The roof is leaking into the interior of the structure and the soffit is damaged and collapsing (violation of Section 6.3.1.1 (c)).

2. Collapsing soffit on the front porch.

3. Multiple areas throughout the structure have cracks in the ceilings and walls (violation of Section 6.3.1.1 (b)).

4. The ceiling has collapsed inside the door on the east side of the structure from a significant roof leak (violation of Section 6.3.1.1 (b)).

5. The floor inside the door on the east side of the structure is severely water damaged and will not hold the proper load required (violation of Section 6.3.1.1 (b)).

6. The foundation is cracked and there are large holes allowing rodents to enter the structure the structure is not weather tight allowing water to leak inside (violation of Section 6.3.1.1 (b)).

7. There is chipping, peeling, and flaking paint throughout the structure (violation of Section 6.3.1.1 (g)).

8. Wiring in the structure is exposed and not secure (violation of Section 6.3.1.1 (a)).

9. There is trash and debris throughout the structure (violation of Section 6.3.1.1 (b)(1)).

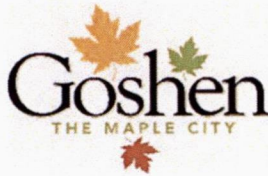
The Order of the City of Goshen Building Commissioner put the listed property owners on notice of the violations and their obligation to make a series of corrections and notified them of a hearing on the order would be convened on Sept. 20, 2021.

The property owners were listed as Jeanne Brunk and Linda Coddington, both of Bealton, Virginia.

After being sworn in, Building Department and Planning & Zoning Inspector Travis Eash presented a written report, with photographs, on the present condition of 1001 S. 8th Street. The report, which was dated Sept. 20, 2021, was entered into the record as Exhibit A.

Eash stated that on Sept. 17, 2021, he again inspected the property at 1001 S 8th Street. Eash stated the following:

"There has been minimal progress done since my original inspection report in November of 2018. As far as the violations in this Order, the only one that has been completely resolved is the soffit on the front porch.



"There was a roof permit pulled on September 8, 2021, which was a couple of weeks ago, for repairing the rubber roof on the front porch and according to Ms. Brunk, the owner, the work has been completed. However she has also stated that there are more areas where roof leaks are present.

"Other issues have arisen with the property since my original inspection and are not in this Order, which would significantly raise the cost of repair. The boiler is in disrepair and would need to be replaced and mostly all the water pipes have frozen and busted. Building Commissioner Myron Grise can speak more in depth on these issues.

"The last consistent water usage at this property according to the City's Utility Office was in 2014. Due to the extended time, the Building Department has given for this property and the lack of compliance, the Building Department recommendation is that this property be determined to be unsafe and we also think it would be a good candidate for the City's receivership program."

Eash then reviewed with the Board a series of photographs that were included in his Sept. 20, 2021 report, which showed the condition of the property on that date. Eash said the photographs depicted continuing violations, including: overgrown vegetation outside the home; cracks and chipping paint in the ceiling; cracks and chipping paint on walls; rotted ceiling material; exposed electrical wiring in various locations; accumulated debris in various rooms of the house; water damage from leaks; and possible damage to the foundation.

Eash said that of the nine items listed in the Aug. 23, 2021 Order of the City of Goshen Building Commissioner, the only item that has been addressed is #2 – "Collapsing soffit on the front porch needs to be repaired and secured."

Board member Riouse asked for a description of the city's receivership program. Mayor Stutsman said that the city essentially would take responsibility for the renovation of the property. A court would appoint a receiver who would ensure the repair of the property. Mayor Stutsman said in the past, the city has advanced funds for the repairs and recouped its funds by a payment from the owner or through rent payments. The Mayor said the city has used this process 3-5 times in recent years.

John William Davis of Goshen, an attorney representing property owner Jeanne Brunk, asked Eash a series of questions about the condition of the property and the progress made to address the listed violations. Eash acknowledged some progress had been made to repair the soffit and address foundation and wiring issues. However, Eash stated that many violations remained.

Davis also asked Eash to clarify what he meant by "accumulated debris," potential fire hazards in the home, flammable material in the home, the extent and consequences of exposed electrical wiring and other electrical issues. Davis also asked Eash about the extent of roof repairs. Eash stated the quality of repairs was difficult to confirm, but noted that the property owner stated that roof leaks remained.

Mayor Stutsman swore in City Building Commissioner Myron Grise to testify.

Grise said he visited the home over the weekend and met with property owner Jeanne Brunk because he was interested in perhaps buying the home and repairing it for his niece. Grise said he went through the entire home thoroughly and stated that it was in bad condition. He said the boiler was inoperative and that many heating and water pipes had burst. Grise said that based on his inspection, he believed the home was badly damaged and not worth fixing.



Mayor Stutsman swore in property owner Jeanne Brunk of Bealton, Virginia to provide truthful information. Davis, who is representing Jeanne Brunk, provided some background information and then elicited information about the property and related matters from Brunk through a series of questions and he entered five exhibits into the record.

Davis related the following: Milton J. and Kathleen E. Brunk, a married couple, acquired the home at 1001 S. 8th St. on June 1, 1955. They raised their children there and lived in the home until Milton Brunk moved to Greencroft Communities in 2008. Kathleen Brunk lived in the home until she suffered a stroke shortly after the death of her husband, Milton, in August 2014.

After she was released from the hospital, Kathleen Brunk moved to a nursing and rehabilitation facility in Cincinnati, Ohio, so she could be closer to the homes of her daughters, Mary Alice Newman and Linda Coddington. After her release from the nursing home, Kathleen Brunk lived with her daughter, Linda, for a few months and then moved to the home of her daughter, Jeanne Brunk, the current property owner, in Virginia. Kathleen Brunk lived in Virginia with her daughter until her death on Jan. 21, 2020.

Davis also related the following: Until her death, Kathleen Brunk retained her legal residency at 1001 S. 8th St. and even voted by absentee ballot using the address. Kathleen Brunk and her daughter Jeanne had always intended to return to live at 1001 S. 8th St., but financial circumstances did not allow for that option. The family relied on neighbors to mow the lawn at 1001 S. 8th St.

Davis also related: A light was kept on inside the home and neighbors parked cars in the driveway for security purposes. Once or twice a year, Kathleen Brunk and her daughters would visit and inspect the home and make any necessary repairs. On one occasion, they paid for the repair of a portion of the roof and it has required patching ever since. Although the water was turned off, they poured anti-freeze down drains and kept the heat on low. However, at one point, the gas was turned off, causing some damage to heating pipes in the home.

Davis stated that Kathleen's Brunk's daughters occasionally suggested their mother sell the home, but she declined and remained the owner. Kathleen Brunk died on Jan. 21, 2020 without a will, so title to the property passed to her three daughters: Mary Alice Newman, Linda Coddington and Jeanne Brunk.

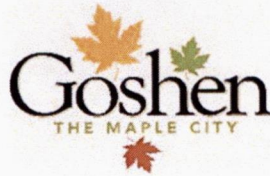
Davis said: Mary Alice Newman conveyed her interest in the real estate to Linda Coddington and Jeanne Brunk. Linda Coddington contracted cancer and died on June 8, 2021. So, Jeanne Brunk has only been the exclusive owner of the real estate since June 8, 2021.

Jeanne Brunk affirmed that all of the information conveyed by Davis was correct.

Davis then asked Brunk a series questions focused on her efforts to sell the home and correct the reported violations.

Brunk stated the following: By April 17, 2021, she had decided to sell the property. Neighbors placed a "for sale by owner" sign on the property with her phone number. Between April 17 and May 17, she received 64 inquiries and four offers to buy the property without anyone actually viewing it. She subsequently hosted six showings and received one offer that she sought to accept, but which fell through on June 3 because the potential buyer couldn't arrange for financing. She contacted 12 others who had expressed an interest in the property, but none of them were interested in pursuing it. One woman did express interest in buying the home, but the parties could not reach an agreement.

Brunk said that after the death of her sister, Linda Coddington, on June 8, 2021, she inherited some funds and decided to make the "critical repairs" to the home.



Brunk said she asked Travis Eash and Myron Grise for recommendations on who to call to make the repairs. On July 29, she put a "for sale" sign back up at the property and received 28 more inquiries in the next two weeks. She had 12 showings and received three offers.

Brunk said another person has since expressed an interest in buying the property after the completion of repairs. She also said she received estimates from three companies to make the repairs of the roof, the heating and water systems and the front entry.

Davis marked as Exhibit 1 a "Project Plan for 1001 S. 8th St., Goshen, IN."

Brunk described Exhibit 1 as her plan for repairs and what she would like to accomplish by the end of the year. Brunk noted that she has included "contingencies" for possible delays because of the weather, COVID-19, material or labor shortages and delays due to illness or other critical issues. Brunk said she hasn't been able to schedule repairs, except for the roof, because the contractors she contacted are busy. Still, Brunk said her goal would be to have everything repaired, all items removed and the home sold by the end of the year.

Brunk said the roof over the front entry has been repaired and she has received estimates for other needed repairs. She said she would like to have needed repairs on water pipes made so she can restore water service, which she stated would help with needed cleaning. Brunk said she was working to get estimates for electrical and foundation work. Brunk further discussed the schedule for repairs.

Brunk said she has received many offers to purchase the home, even "as is," and that she has been forthcoming with potential buyers about the condition of the home and the issues raised by city inspectors. Brunk said she has begun removing items inside the home, described by inspectors as "accumulated debris," but which she said actually include "treasures," including a framed copy of her material grandparents' wedding license from 1909. If necessary, Brunk said she would hire someone, by the end of the year, to remove and store the items.

Davis marked as Exhibit 2 a "Graber Custom Remodeling" estimate for repairing roof, floor and ceiling damage.

Davis marked as Exhibit 3 a "Nichols Roofing Inc." estimate for replacing the roof over the front of the house and to repair some leaks.

Board member Riouse praised Davis and Brunk for the presentation and the estimates, but asked why she has not taken care of some of the more obvious issues, such as cutting the overgrown vegetation and removing the trash.

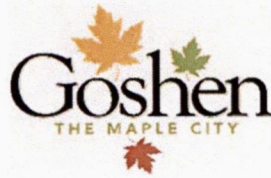
Brunk said some work has been done, including professional landscaping several years ago, but the vegetation is now overgrown. Brunk said she planned to do more work this week and would hire someone to do the work. Brunk also said there also are valuable items she hopes to remove from outside the home.

Riouse asked Brunk her plans for removing those items. Brunk said she plans to contact a jewelry maker and hopes to arrange for the sale of the items.

Davis said it has been somewhat of a struggle for Brunk to arrange for the work because she lives in Virginia.

Davis marked as Exhibit 4 a "Bill's Heating Inc." estimate for plumbing repairs.

Finally, Davis marked as Exhibit 5 a "Bill's Heating Inc." estimate for a new heating system.



Davis pointed out that the total of the repair estimates was \$40,000 to \$50,000 and he asked Brunk if she had the funds to pay for the repairs. Brunk said she did and wanted to make them. Brunk confirmed that she had inherited about \$100,000 from her sister and now could afford to pay for the repairs.

Board member Swartley said that based on her 42 years of experience as a real estate agent, she didn't believe Brunk would recoup the \$50,000 needed to repair the home. She asked if Brunk had consulted with a real estate agent. Brunk said she had not, but would do so. Swartley said she would strongly encourage Brunk to call a Realtor and explain her plans. Swartley said that if Brunk would consult with Swartley, Swartley would recommend that Brunk empty the house and sell it as is because of the time and expense of overseeing the repairs. Swartley said she believes there are people who would purchase the home now and a Realtor could provide an estimate of the property's value. Brunk said she appreciated the advice and said Davis had offered the same advice.

Board member Nichols noted that removing the overgrown vegetation was not on Brunk's project plan and asked when that work might be done. She asked if Brunk planned to leave that to the new owner. Brunk said that was her intent because when she last visited in May, it was not overgrown. Brunk said she hoped to do some yard work in August, but could not do so. Nichols said that Eash had reported that he could not fully inspect the foundation because of the overgrowth and wondered whether the city's order should include a condition the vegetation be removed. Brunk said she could hire someone to cut the overgrowth.

Mayor Stutsman expressed his condolences to Brunk for the loss of her mother in 2020 and her sister earlier this year. He also acknowledged that he was sympathetic to Brunk's position because she only became the property's sole owner in June. The Mayor said the City would work with Brunk and provide some time for her to remedy the situation. Brunk said she cared for the community because she grew up in Goshen. Mayor Stutsman said he had an idea for resolving the situation, but first would welcome closing arguments.

In his closing statement, Davis said Brunk has shown good faith through the testimony and the information presented to the Board. Davis said good faith efforts to address the situation were made before, but without the financial capacity to carry through on them. Davis said Brunk now has the resources to make the repairs and will sell the house, hopefully without incurring needless expenses. Davis also said Brunk would take seriously the Board's advice and recommendations and just need some additional time to repair or sell the home.

Travis Eash, speaking on behalf of the City, said the home has lacked critical repairs for more than three years and that the property owners have been given adequate time to make them. Eash said he has been contacted by people interested in buying the home and acknowledged that Brunk has disclosed the City's reported code violations. Eash said potential buyers told him that the purchase price was too high. Eash also said he has seen little movement by the owners in repairing the home despite two years of engagement with them.

Mayor Stutsman acknowledged Eash's perspective, but noted that Brunk only became the property's sole owner in June and said that the information provided by Brunk and Davis today showed an intent to make the repairs and sell the property. Given the heavy demands on contractors, the Mayor said he would suggest Brunk be given more time so that she or a new owner could address the situation.

Swartley asked if the Board's order would be valid on a new property owner after a sale.

Mayor Stutsman said the order would apply to the property, regardless of the owner. He also said he would want any Board motion to require Brunk to clear all overgrown vegetation by the end of October.



After discussion with City Attorney Bodie Stegelmann on the Board's options to move forward, the Mayor made a motion.

Stutsman/Swartley moved to make a finding by the Board that item 1 – The roof is leaking into the interior of the structure and the soffit is damaged and collapsing (violation of Section 6.3.1.1 (c)) – of the Order of the City of Goshen Building Commissioner had been remedied. Motion passed 4-0.

After further conversation with City Attorney Stegelmann and Davis, Stutsman made another motion.

Stutsman/Nichols moved to continue the hearing to Oct. 25 to assess whether the yard has been cleaned and the overgrowth removed. If City staff reports that the yard work has been completed by then, the hearing won't be held and instead will be continued until March 7, 2022. Motion passed 4-0.

Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 4-0.

Mayor Stutsman declared the meeting adjourned at 3:25 p.m.

Exhibits related to the Public Hearing on Board of Public Works and Safety Order: 1001 S. 8th Street:

Exhibit A: Report by Goshen Building Department (Travis Eash) on 1001 S. 8th Street (dated Sept. 20, 2021)

Exhibit 1: Project Plan for 1001 S. 8th St., Goshen, IN.

Exhibit 2: Graber Custom Remodeling estimate for repairing roof, floor and ceiling damage

Exhibit 3: Nichols Roofing Inc. estimate for replacing the roof over the front of the house and to repair some leaks

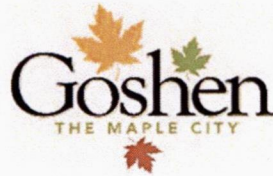
Exhibit 4: Bill's Heating Inc. estimate for plumbing repairs

Exhibit 5: Bill's Heating Inc." estimate for a new heating system

APPROVED



Jeremy Stutsman, Chair



Michael Landis, Member

Mary Nichols, Member

A handwritten signature in blue ink, appearing to read "Barb Swartley", written over a horizontal line.

Barb Swartley, Member

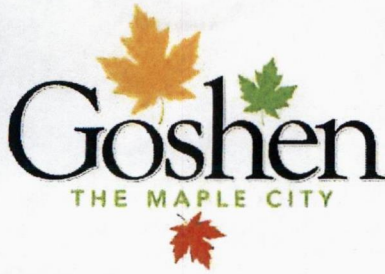
A handwritten signature in black ink, appearing to read "DeWayne Riouse", written over a horizontal line.

DeWayne Riouse, Member

ATTEST

A handwritten signature in blue ink, appearing to read "Richard R. Aguirre", written over a horizontal line.

Richard R. Aguirre, Clerk-Treasurer



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org

Exhibit A

MEMORANDUM

TO: BOARD OF PUBLIC WORKS

From: GOSHEN BUILDING DEPARTMENT (TRAVIS EASH)

Date: SEPTEMBER 20, 2021

Subject: 1001 S 8TH STREET

Last Friday September 17, 2021 I inspected the property at 1001 S 8th Street. There has been minimal progress done since my original inspection report in November of 2018. As far as the violations in this Order the only one that has been completely resolved is the soffit on the front porch.

There was a roof permit pulled on September 8, 2021 for repairing the rubber roof on the front porch and according to Ms. Brunk the work has been completed. However she also stated that there are more areas where roof leaks are present.

Other issues have arisen with the property since my original inspection and are not in this Order which would significantly raise the cost of repair. The Boiler is in disrepair and would need to be replaced and mostly all the water pipes have frozen and busted. Building Commissioner Myron Grise can speak more in depth on this.

The last consistent water usage at this property according to the City's Utility Office was in 2014. Due to the extended time the Building Department has given on this property and the lack of compliance the Building Department recommends that the property be determined to be unsafe and a good candidate for the City's receivership program.

Thank You,

Goshen Building Department

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

August 23, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Jeanne Brunk
4442 Stribling Drive
Bealeton, VA 22712

Linda Coddington
4442 Stribling Drive
Bealton, VA 22712

RE: Premises at 1001 S. 8th Street, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 1001 S. 8th Street, Goshen, Indiana, that the building 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 June 13, 2019. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was reinspected on May 10, 2021 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. The property is vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter 1.

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

1. The roof is leaking into the interior of the structure and the soffit is damaged and collapsing. (violation of Section 6.3.1.1 (c)).
2. Multiple areas throughout the structure have cracks in the ceilings and walls (violation of Section 6.3.1.1 (b)).
3. The ceiling has collapsed inside the door on the east side of the structure from a significant roof leak. (violation of Section 6.3.1.1 (b)).
4. The floor inside the door on the east side of the structure is severely water damaged and will not hold the proper load required (violation of Section 6.3.1.1 (b)).
5. The foundation is cracked and there are large holes allowing rodents to enter the structure the structure is not weather tight allowing water to leak inside. (violation of Section 6.3.1.1 (b)).
6. There is chipping, peeling, and flaking paint throughout the structure (violation of Section 6.3.1.1 (g)).
7. Wiring in the structure is exposed and not secure (violation of Section 6.3.1.1 (a)).
8. There is trash and debris throughout the structure (violation of Section 6.3.1.1 (b)(1)).

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

These violations make the premises at 1001 S. 8th Street, Goshen unsafe.

You are ordered to remove the trash, debris, fire hazardous material, or public health hazard in and about the unsafe premises, repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy so that the buildings and structures are in compliance with Title 6, Article 3, Chapter 1 of the Goshen City Code by September 24, 2021. In particular, you are ordered to make the following corrections:

1. Repair or replace leaking roof. A permit for any repairs must be obtained before any work commences.
- ~~2. All collapsing soffit on the front porch needs to be repaired and secure.~~
3. All cracks in the ceilings need to be repaired
4. The water damaged and collapsed ceilings need to be repaired or replaced.
5. Debris needs to be removed and disposed of properly.
6. The water damaged flooring needs to be replaced.
7. Scrape peeling and chipping paint and repaint.
8. Secure and repair all exposed electrical wiring.
9. Remove trash and debris from premises.

In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, 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, September 20, 2021) at 2:00 p.m. (local time), or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

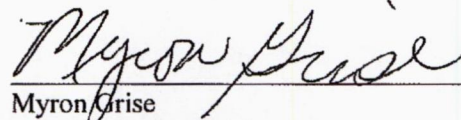
You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will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

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

This Order of the City of Goshen Building Commissioner is issued on August 23, 2021

City of Goshen Building Department

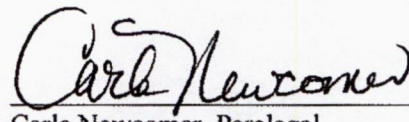

Myron Grise
Building Commissioner

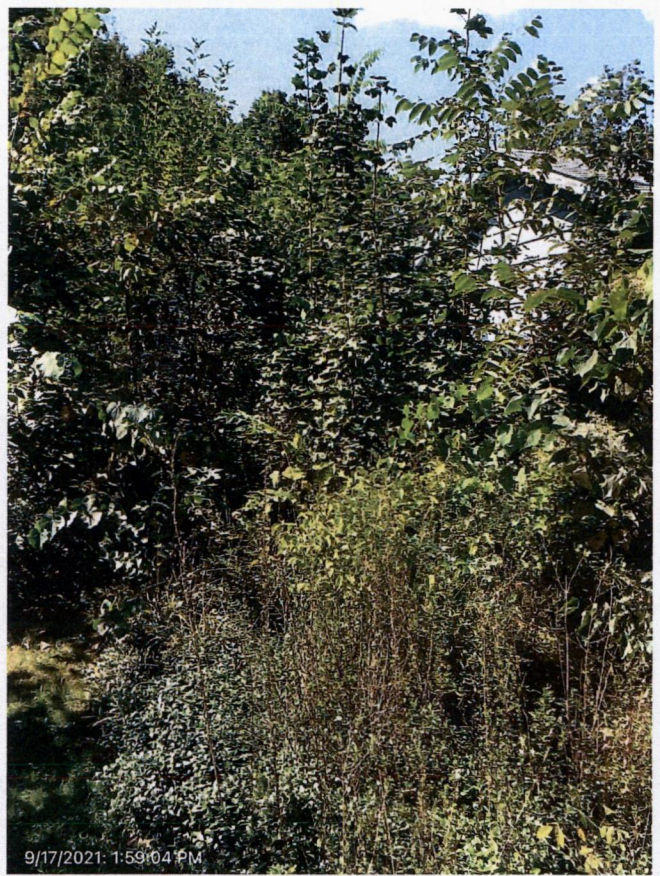
CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1001 S. 8th 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 August 23, 2021.

To: Jeanne Brunk
4442 Stribling Drive
Bealeton, VA 22712

Linda Coddington
4442 Stribling Drive
Bealton, VA 22712

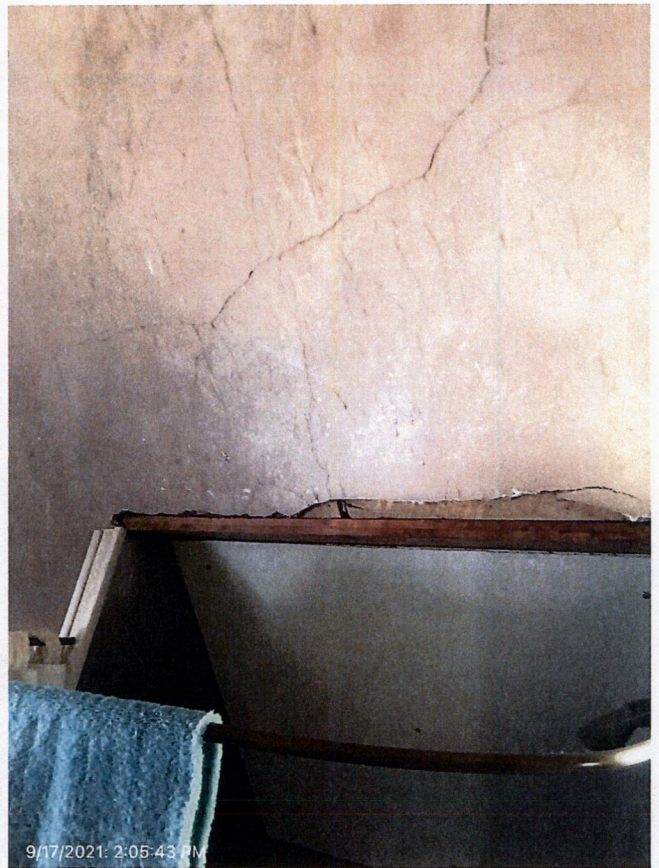

Carla Newcomer, Paralegal
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528



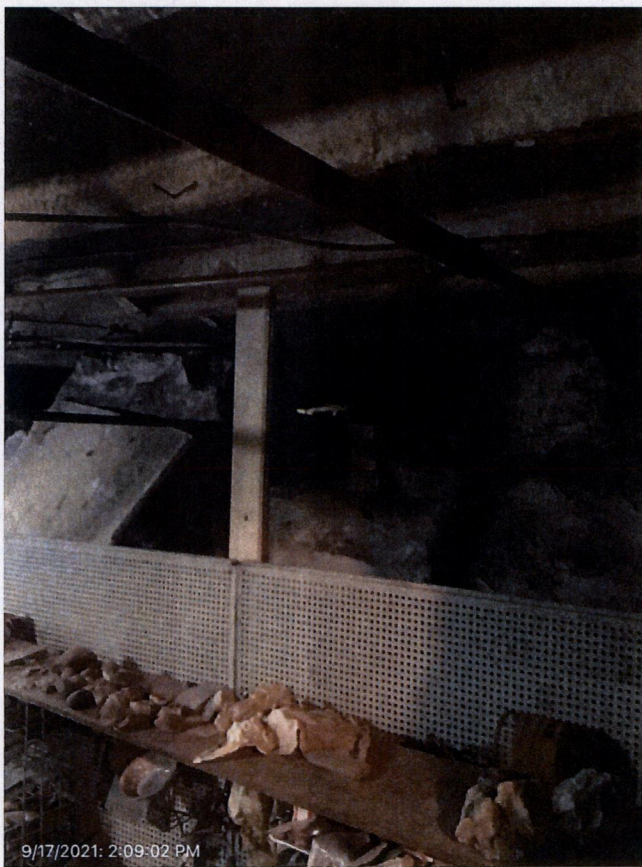


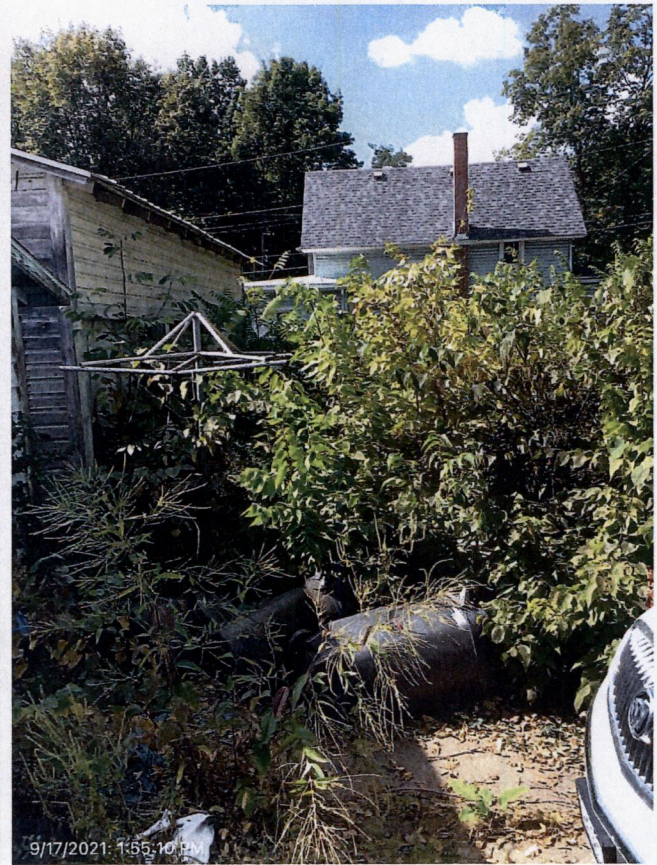
















[illegible][illegible]

Jeanne E. Brunk

Exh. 672

Bill Davis

From: jnefam1@verizon.net
Sent: Wednesday, September 8, 2021 9:32 AM
To: jwdavis@davisroose.com
Subject: Fwd: house in Goshen

Other estimate.

-----Original Message-----

From: Graber Custom <info@grabercustomremodeling.com>
To: jnefam1@verizon.net
Sent: Mon, Aug 16, 2021 10:22 am
Subject: house in Goshen

Jeanna Here is my best guess to do the work to be done. Fix roof leak, put back up porch ceiling and replacing floor by front door. That would also include ceiling repairs as needed and walls that got damaged from water.

	The cost for porch \$700.00	Roof \$3595.00	Foyer and front
door \$6211.00	If you have questions about quote please call, texts, or email	Thank you Stan	Cell 576
596 1657			

Ex 2

Nichols Roofing Inc

24540 County Road 36
Goshen, IN 46526

574-875-7100

nicholsroofinginc@gmail.com

nicholsroofinginc.com

Name / Address

Jeanne Brunk
4442 Stribling Dr
Beaeton, Va 22712

Estimate

Date	Estimate #
8/13/2021	977

Project

1001 S 8th St

Description	Qty	Rate	Total
Replace rubber roof and bottom courses of shingles. \$640 Replace rubber roof that is rotten along bottom. \$440 Caulk exposed screws. \$40 Replace missing shingles. \$375		1,495.00	1,495.00
		Total	\$1,495.00

Ex 3

Bills Heating Inc. will supply materials and labor to complete the following project.

Plumbing Estimate

- Install a new PEX main water line after the meter and connect to existing supply lines in the basement. We will replace the galvanized water lines located in the basement area with PEX piping and fittings. Doesn't include opening of walls, floors, ceilings to replace water lines, not part of this estimate.
- Install 2 new toilets, Gerber Viper, Round front toilets, standard height in white. Attach to existing water lines and closet flange. If closet flanges need replaced or repaired that would be an extra charge, not part of this estimate.
- Install 2 new Lavatory faucets, Gerber, 2 handle faucet in chrome. If water or drain lines need replaced that would be extra, not part of this estimate.
- Install a new Stainless Steel kitchen sink and faucet, connect to existing water lines and drain. If water or drain lines need replaced that would be extra, not part of this estimate.
- Install new washing machine shutoffs. If water or drain lines need replaced that would be extra, not part of this estimate.
- Install a new outside freeze less faucet. Connect to existing water line. If water lines need replaced that would be extra, not part of this estimate.
- Install new chrome stops and escutcheons for the toilets, faucets, and kitchen sink.
- Run system to confirm we have no leaks, and that the system is working properly.
- This estimate doesn't include any demo work.
- This estimate is a rough cost for the plumbing repairs that we found during our walk through on 8-14-21. Work will be completed at a time and material rate while doing our best to communicate the changes in cost along the way.

Total Cost \$5,424.00

Thank you.

PEX 4



Bill's Heating, Inc.
803 Linway Drive
Goshen, IN 46526
574-533-2079
574-533-4373

Estimate

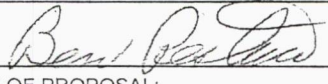
Date	Estimate #
9/17/2021	66712

Page 1 of 1

Bill To Address	Job Location	Customer Phone: 315 857-7538
BRUNK 1001 S 8TH STREET GOSHEN, IN 46526	BRUNK 1001 S 8TH STREET GOSHEN, IN 46526	
Description		
<ul style="list-style-type: none"> - Remove the existing hot water boiler and replace it with a new properly sized cast iron boiler. - New fill valve, back flow preventer, air separator, isolation valves and expansion tank. - New Honeywell electronic thermostat. - Install approximately 150' of new fin tube baseboard radiation. - Install new supply and return piping from the boiler to the new radiation. - New chimney liner installed inside the existing flue sized for the boiler. - Material, sales tax and labor. - The above work will be billed as time and materials. - A rough estimate for the work is \$27,576.00 		Exhibit 5
Thank you!		

IMPORTANT TERMS AND CONDITIONS

All material is guaranteed to be as specified. All work to be completed in a professional manner to standard practices and building code in effect at the time of the work. Any alternative or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays that are beyond our control. The Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We may withdraw this proposal if not accepted within 30 days. This proposal does not include any building permits or processing fees. Terms: .

Management Approval: 	Date: 9-18-21
<p>ACCEPTANCE OF PROPOSAL:</p> <p>By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that the above prices, specifications, and conditions are satisfactory and are hereby accepted. The undersigned further authorizes Bill's Heating, Inc. to do work as specified above. Payment is to be made as outlined above. If payment is not made by the undersigned as stated above, then the undersigned will be in default. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees. In addition, the undersigned agrees to pay a 1 1/2 % service charge per month (or the maximum allowed by law) on any unpaid balances to be in default and/or turned over for collection.</p>	
Client Authorization:	Date: