



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., February 8, 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: February 1, 2024

Approval of Agenda

1) Legal Department request: Approve Resolution 2024-05, Service Delivery Agreement for 2024 Elkhart County Drug-Free Community Funds

2) Legal Department request: Approve and authorize the Mayor to execute the agreement with Aquascapes of Michiana for the 2024 downtown fountain maintenance at a cost of \$3,100

3) Engineering Department request: Approve one day partial closure of Reynolds Street

4) Engineering Department request: Extend lane restrictions on 10th, Plymouth and Reynolds streets and daytime parking restrictions along 10th Street until March 29, 2024

Privilege of the Floor

BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

5) Review of the Order of the City of Goshen Building Commissioner for 208 Queen Street (Ronald E. Davidhizar or Leopoldo Mendoza, property owner)

6) Review of the Order of the City of Goshen Building Commissioner for 321 West Oakridge Avenue (Ronald E. Davidhizar or Gabriel Alvarez, property owner)

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

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

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE FEBRUARY 1, 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 Jan. 25, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board Member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board Member Orv Myers. Motion passed 5-0.

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

1-5) Goshen Fire Department requests: Approve the Conditional Offers of Employment to Matthew A. Borton, Allison R. Eagan, Jonathan M. Lehman, Derick D. Schmucker and Travis J. Snethen

On behalf of the Goshen Fire Department, City Attorney Bodie Stegelmann, recommended that the Board extend conditional offers of employment to **Matthew A. Borton, Allison R. Eagan, Jonathan M. Lehman, Derick D. Schmucker and Travis J. Snethen** as well as approve offer of employment agreements and authorize the Mayor to execute the agreements.

Stegelmann said the agreements set forth the conditions that **Borton, Eagan, Lehman, Schmucker and Snethen** must meet prior to beginning employment with the Fire Department as a probationary firefighters, which includes being approved by the Board of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund.

Borton, Lehman and Snethen possess Basic EMT certifications. Once employed, they will be required to complete a Firefighter I/II training program and obtain certification, complete a paramedic training program and obtain Indiana paramedic licenses, and serve as paramedics with the department a minimum of three years each.

Eagan possesses a Firefighter I/II certification and Basic EMT certification. Once employed, she will be required to complete a paramedic training program and obtain an Indiana paramedic license and serve as a paramedic with the department a minimum of three years.

Schmucker possesses a Firefighter I/II certification. Once employed, he will be required to complete a Basic EMT training program and obtain certification, complete a paramedic training program and obtain an Indiana paramedic license, and serve as a paramedic with the department a minimum of three years.

The department will ask the Board to confirm the offers of employment to Borton, Eagan, Lehman, Schmucker and Snethen when the prerequisites are met and openings become available.

Nichols/Myers made a motion to extend conditional offers of employment to **Matthew A. Borton, Allison R. Eagan, Jonathan M. Lehman, Derick D. Schmucker and Travis J. Snethen** as probationary firefighters and approve the conditional offer of employment agreements with **Borton, Eagan, Lehman, Schmucker and Snethen** and authorize the Mayor to execute the agreements. Motion passed 5-0.



6) Engineering Department: Approve the agreement with Donohue & Associates, Inc. for \$218,462 for Preliminary Design Engineering Services and the development of a Preliminary Engineering Report for a new wellfield and application to the Indiana State Revolving Fund

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve an expenditure of \$218,462 for Preliminary Design Engineering Services by Donohue & Associates, Inc for a new wellfield – a water system upgrade and expansion. Primary deliverables for this phase include a cost estimate and a Preliminary Engineering Report (PER) that will be used for an Indiana State Revolving Fund application in the spring of 2025.

Sailor said seven firms responded to the City's Request for Proposal, attending an online pre-bid meeting. Six attended a pre-bid walk through and ultimately three submitted proposals.

Sailor said a Consultant Selection Advisory Committee was assembled consisting of the Director of Public Works & Utilities, the Utilities City Engineer, the Water & Sewer Superintendent, the Water Quality Supervisor, and a Board of Public Works member. Bids were evaluated on a technical basis by each member individually and then compiled. The committee met in-person to discuss the combined results and a consensus was reached, selecting Donohue as the best candidate from a technical standpoint.

Sailor indicated that although Donohue did not have the lowest cost proposal, the committee felt their technical approach as reflected in its proposal and amplified in the interviews with the top two bidders (Donohue and DLZ) made them the optimum choice for this project.

Nichols/Myers made a motion to approve the agreement with Donohue & Associates, Inc. for \$218,462 for Preliminary Design Engineering Services and development of a Preliminary Engineering Report for application to the Indiana State Revolving Fund. Motion passed 5-0.

7) Engineering Department: Approve the Wastewater on-call service agreement with Donohue & Associates for \$30,000.00, and authorize the Mayor to sign task orders as presented

City Director of Public Works & Utilities Dustin Sailor told the Board that the Goshen Waste Water Utility has maintained a task order based on-call services contract with Donohue & Associates for the last 12 years. The most recent on-call services agreement expired at the end of 2023.

Sailor said the Wastewater Utility has found this service valuable and would like to renew the service agreement with Donohue for 2024, for a not to exceed fee of \$30,000. The Mayor signs the task orders as required.

Board member Landis asked if this was a one-year agreement. **Sailor** said it was, adding that it makes sense to evaluate the agreement annually. Asked about the amount, **Sailor** said the price was increased by \$10,000 from the 2023 agreement because of some pending work.

Nichols/Myers made a motion to approve the Wastewater on-call service agreement with Donohue & Associates for \$30,000 and authorize the Mayor to sign task orders as they are presented by the utility. Motion passed 5-0.

8) Engineering Department: Approve the Water on-call service agreement with Donohue & Associates for \$20,000, and authorize the Mayor to sign task orders as presented

City Director of Public Works & Utilities Dustin Sailor told the Board that the Goshen Water Utility has maintained a task order based on-call services contract with Donohue & Associates (Donohue) for the last 12 years. The most recent on-call services agreement expired at the end of 2023.

Sailor said the Water Utility has found this service valuable and would like to renew the service agreement with Donohue for 2024, for a not to exceed fee of \$20,000. As this agreement is set up, the Mayor will be authorized to approve with a signature each task order.

Nichols/Myers made a motion to approve the Water on-call service agreement with Donohue & Associates for \$20,000 and authorize the Mayor to sign task orders as they are presented. The motion passed 5-0.



9) Engineering Department: Approve the agreement with Jones Petrie Rafinski, Inc. for \$5,000 to create specifications for a sewer pipe lining bid package

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve an expenditure not to exceed \$5,000 with Jones Petrie Rafinski, Inc. to create project specifications to line failing sections of sewer piping.

Sailor said the new lining will significantly extend the life of these piping sections. Creating specifications is the first step in developing a full bid package for this project. He said this is faster and more affordable than in the past.

Board member Landis asked the life of the pipes when the liner is added. **Sailor** said the City hopes to get another 40 to 50 years out of those pipes. Most now are clay pipes and are developing cracks and will be repaired.

Nichols/Myers made a motion to approve the attached agreement with Jones Petrie Rafinski, Inc. for an amount not to exceed \$5,000 to create specifications for a sewer pipe lining bid package. Motion passed 5-0.

10) Engineering Department: Approve Change Order No. 1 for a 4-foot pedestal pole and foundation for a \$3,266.76 increase for County Courts Consolidation Roadway Improvements

City Director of Public Works & Utilities Dustin Sailor told the Board that he was presenting Change Order No. 1 for the County Courts Consolidation Roadway Improvements project.

Sailor said as the City and its contractor prepare for the start of this project, it has been determined that a 4-foot pedestal pole and foundation for a pedestrian push button were not included as a pay item. Goshen Engineering requested the Board's permission to add the pole and foundation and increase the project cost by \$3,266.76.

Sailor said the original contract amount was \$4,165,762.30. The 4-foot pedestal pole and foundation will increase the contract by \$3,266.76, for a revised contract amount of \$4,169,029.06, an increase of 0.08 percent.

Nichols/Myers made a motion to approve Change Order No. 1 for the 4-foot pedestal pole and foundation for an increase of \$3,266.76 for the County Courts Consolidation Roadway Improvements. 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 4:10 p.m. There were no comments.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty adjourned the Board of Works meeting at 4:11 p.m.

APPROVED:

Mayor Gina Leichty



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

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

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February 8, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2024-05 - Service Delivery Agreement for 2024 Elkhart County Drug-Free Community Funds

Resolution 2024.05 approves the terms and conditions of a Service Delivery Agreement between the Board of Commissioners of the County of Elkhart and the Goshen Police Department for 2024 Elkhart County Drug-Free Community Funds and authorizes the Mayor to execute the agreement on behalf of the City. The Police Department was awarded \$42,803 in grant funding that will be used for the purchase of equipment to analyze suspected illegal substances, and provide officer training in the use of equipment.

Suggested Motion:

Move to pass and adopt Resolution 2024-05, Service Delivery Agreement for 2024 Elkhart County Drug-Free Community Funds.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2024-05**

**SERVICE DELIVERY AGREEMENT
FOR 2024 ELKHART COUNTY DRUG-FREE COMMUNITY FUNDS**

WHEREAS the Goshen Police Department was awarded \$42,803 in grant funding from the Elkhart County Drug-Free Community Fund to increase the efficiency of interdiction efforts by implementing new technology and data analysis tools. The funds will be used for the purchase of equipment to analyze suspected illegal substances, and provide officer training in the use of equipment.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Service Delivery Agreement between the County of Elkhart and Goshen Police Department for the 2024 Elkhart County Drug-Free Community Funds, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Service Delivery Agreement on behalf of the Goshen Police Department, Goshen Board of Public Works and Safety and the City of Goshen.

PASSED by the Goshen Board of Public Works and Safety on _____, 2024.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

SERVICE DELIVERY AGREEMENT

In consideration of a grant award from the Board of Commissioners of the County of Elkhart, Indiana ("County") in the sum of **\$42,803** from the Elkhart County Drug Free Community Fund (DFCF) in 2024, the undersigned **Goshen City Police Department** ("Grantee") hereby agrees as follows:

1. This Agreement shall be effective January 1, 2024 and shall remain in effect through December 31, 2024.
2. Grantee agrees to comply with all terms and provisions of this Agreement and to perform service delivery in accordance with and pursuant to the terms of its approved **Application for Funds to the DFCF**. Grantee's approved Application for Funds will remain on file at Commissioners office as well as the Elkhart County Drug Free Partnership (ECDFP) office for reference and implementation purposes. This can be accessed at grantee's request. Any substantive proposed changes shall be subject to the prior written approval of the ECDFP and the County.
3. The schedule of distribution of funds to the Grantee shall be paid quarterly or as determined by the ECDFP and the County.
4. Equipment purchases shall be paid upon submission of a copy of an invoice and a claim for the cost of purchased equipment. Reimbursement shall be distributed on a one-time lump sum basis. All other disbursements will be made by County upon timely receipt of reports and correct and timely claim forms.
5. Grantee hereby certifies that services afforded hereunder will provide a continuation of existing programming or new or expanded programming and not a duplication of services already available in the community as determined by ECDFP and the County. To the extent that licenses, certifications, permits, and other authorizations are required by applicable law in order to provide the services under this Agreement, Grantee warrants and represents that it currently possesses such licenses, certifications, permits, and authorizations, and will continue to maintain such throughout the term of this Agreement.
6. Grantee recognizes and acknowledges that any release of funds pursuant to this Agreement shall be subject to the approval of the County upon recommendation of the ECDFP pursuant to properly executed and completed Claim Forms and the submission of mid-year and quarterly reports.
7. Grantee agrees that all information concerning the DFCF generated by itself, received by another source, or provided by the County shall be maintained in a confidential manner and released only in accordance with the requirements of law or when an appropriate Release of Information is in place and executed by all necessary parties, all in accordance with Indiana Code § 5-14-3 et seq.
8. Grantee shall defend, indemnify, and hold harmless the County from and against any and all claims, demands, actions, liabilities, damages or costs related to Grantee's service delivery as well as an act of omission of Grantee carrying out its activities under this Agreement.
9. Pursuant to Indiana Code §22-9-1-10, Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment in the performance of this Agreement with respect to their hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national origin, ancestry, or status as a veteran. Breach of this covenant may be considered as a breach of this Agreement.
10. Grantee agrees to maintain a drug-free workplace and agrees to submit written notice to County within ten (10) days after receiving actual notice of any Grantee personnel being convicted of a criminal drug violation occurring in Grantee's workplace. It is further agreed that should Grantee fail to comply in good faith with the terms of this paragraph, such failure shall constitute a material breach of this Agreement.
11. Grantee certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Grantee will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law. Grantee further certifies that any affiliate or principal of Grantee and any agent acting on behalf of Grantee or on behalf of any affiliate or principal of Grantee, except for de minimis and non-systematic violation, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is

preempted by federal law.

12. Except for compensation for services or reimbursement of expenses, Grantee represents and certifies that no employee of Grantee derives nor shall derive personal or financial benefit for himself or herself or any individual with whom he or she has a family or business relationship. Violation of this paragraph shall constitute a material breach of this Agreement.
13. Grantee agrees to provide a quarterly report and a final close-out report, as the case may be, on the status of its service delivery under this Agreement and Grantee's Application for Funds. The reports shall be submitted to the ECDFP Coordinator on or before April 10, July 10, October 10, and January 10. At any time during normal business hours, grantee shall make available to the ECDFP and the County or designated representative for examination of its records with respect to the matters covered by this Agreement and will permit the ECDFP and County to audit, examine, and make excerpts of transcripts of such records, and to make audits of all grants, invoices, materials, payrolls, and other data relating to the matters covered by this Agreement.
14. In the event of any violation of this Agreement, including a failure to perform, County shall have the right and option to terminate this Agreement upon written notice to ECDFP.
15. Grantee shall not assign or transfer any interest in this Agreement nor subcontract any services required by this Agreement without the prior written consent of County. This Agreement shall be binding upon the Grantee and its successors and assigns. This Agreement shall insure to the benefit of the County and its successors and assigns.
16. Programs failing to utilize all funds by December 31st, must petition the ECDFP Board of Directors for permission to use them beyond that date. All granted funds must be used by no later than March 31, the following year. Failure to submit by this deadline will result in any unclaimed amounts being returned to the DFCF general fund. Grantee at that point forfeits its right to access any unclaimed amounts.
17. Grantee agrees to make a reasonable effort to promote the ECDFP by including references to it in its promotional and marketing activities of the funded program.
18. IN WITNESS WHEREOF, Grantee has entered into the executed this Service Delivery Agreement on the date set forth below.

GRANTEE:
 City of Goshen, Indiana
 Goshen Police Department
 111 E. Jefferson Street
 Goshen, IN 46528

Gina M. Leichty
 Printed Name of Grantee's Authorized Agent

 Signature of Authorized Agent:

Mayor
 Title

February, 2024
 Date

GRANTOR: BOARD OF COMMISSIONERS
 OF THE COUNTY OF
 ELKHART, INDIANA

By _____

Title _____

Date _____



CITY OF GOSHEN LEGAL DEPARTMENT

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February 8, 2024

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Aquascapes of Michiana for 2024 Downtown Fountain Maintenance

Attached for the Board's approval and to authorize Mayor Leichy to execute is an agreement with Aquascapes of Michiana for the 2024 Downtown Fountain Maintenance. Aquascapes of Michiana will be paid \$3,100 for this service.

Suggested Motion:

Approve and authorize Mayor Leichy to execute the agreement with Aquascapes of Michiana for the 2024 Downtown Fountain Maintenance at a cost of \$3100.

AGREEMENT

With Aquascapes of Michiana for Bi-Weekly Maintenance Service of the Downtown Fountain

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Aquascapes of Michiana** (“Contractor”), whose mailing address is 58416 County Road 7, Elkhart, IN 46517, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the services for the bi-weekly maintenance of the downtown fountain, which services are more particularly described in Contractor’s 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.

Contractor’s Duties under this agreement include:

- (A) Bi-Weekly Pond Maintenance with 14 visits total
- (B) Empty skimmer or intake bay
- (C) Check pump intake for proper flow
- (D) Trim spent plant blooms and dead-head plants
- (E) Automatic dosing system and water treatments for the season.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) This agreement shall be effective for a period of one (1) year.

Section 3. Compensation

- (A) City agrees to compensate Contractor the sum of \$3,100.00 for performing all Duties.

Section 4. Payment

- (A) City shall pay Contractor a deposit for the duties under this agreement. All services shall be reviewed and verified at each visit and by a representative of EID and a form (Attached as Exhibit B) shall be provided to the Clerk-Treasurer's Office for verification.
- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Economic Improvement District
136 North Main Street
Goshen, IN 46526

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

Section 5. 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 6. Non-Discrimination

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

Section 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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: Aquascapes of Michiana
58416 County Road 7
Elkhart, IN 46517

Section 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. Entire Agreement

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

Section 23. Authority to Execute

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

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

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

Aquascapes of Michiana

Gina Leichty, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



Aquascapes of Michiana

58416 County Road 7 | Elkhart, IN 46517
5743617745 | Info@aquascapesofmichiana.com

RECIPIENT:

Economic Improvement District of Goshen

136 North Main Street
Goshen, Indiana 46526

SERVICE ADDRESS:

136 North Main Street
Goshen, Indiana 46526

Quote #497	
Sent on	01/30/2024
Total	\$3,100.00

Product/Service	Description	Qty.	Unit Price	Total
Bi-Weekly Pond Maintenance Service	Bi-Weekly Pond Maintenance Service - While on-site, we perform the following: - Empty Skimmer or intake bay - Check pump intake for proper flow - Trim spent plant blooms & dead-head plants - (14 visits total) We have decided to add two more visits to this service for 2024.	1	\$3,100.00	\$3,100.00*

A deposit of \$3,100.00 will be required to begin.

Total	\$3,100.00
--------------	-------------------

* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Bi-Weekly Pond Maintenance Check List

Date: _____ Time: _____

EID Representative: _____

- Emptied Skimmer
- Emptied Intake bay
- Checked pump intake
- Cleaned up dead blooms and foliage
- Administered water treatments



**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: REYNOLDS STREET ROAD CLOSURE (JN: 2022-0037)
DATE: February 8, 2024

Infrasource, NIPSCO's gas main contractor, has requested permission to close Reynolds Street just east of 10th Street, during the day sometime between Monday, February 12 and Thursday, February 15, 2024. Advance notice will be provided. The closure will simplify installation of the new gas main across Reynolds Street, reducing the duration of lane restrictions at the intersection of 10th Street and Reynolds Street. All appropriate traffic control devices will be utilized.

Infrasource is requesting this road closure as part of the NIPSCO gas main relocation for the Tenth Street Reconstruction project. The road closure is being coordinated with Goshen Community Schools and Gleason Industrial Products.

Requested motion: Move to approve the daytime closure of Reynolds Street, just east of 10th Street, one day between the dates of Monday, February 12 and Thursday, February 15, 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



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: **EXTENSION OF TENTH STREET, REYNOLDS STREET, AND PLYMOUTH AVENUE LANE RESTRICTIONS AND TEMPORARY PARKING RESTRICTIONS (JN: 2022-0037)**

DATE: February 8, 2024

NIPSCO Gas has requested permission to extend the daytime lane restrictions on 10th Street, including lane restrictions at the intersections of Reynolds Street and Plymouth Avenue, until Friday, March 29, 2024. NIPSCO's contractor experienced delays due to weather and complications with existing utilities. Flaggers will maintain two-way traffic. Appropriate traffic control devices will be utilized.

NIPSCO is requesting these lane restrictions to complete planned gas main relocation for the Tenth Street Reconstruction project. Access for Gleason Industrial Products will be maintained. Parking will also be restricted along 10th Street during the lane restrictions.

Requested motion: Move to approve the lane restrictions on 10th Street, Plymouth Avenue, and Reynolds Street, and approve daytime parking restrictions along 10th Street until March 29, 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 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

February 5, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 208 Queen Street, Goshen, Indiana

An unsafe building review hearing was previously scheduled for the property located at 208 Queen Street, Goshen, Indiana for December 11, 2023. At a hearing on December 4, 2023, the Board was informed that the property would be one of several to be included in an auction on January 27, 2024. The Board continued the hearing until January 29, 2024 to permit the auction to occur. Subsequently, the hearing was rescheduled to February 8, 2024 to accommodate the new meeting schedule for the Board. The City has been advised that the property has been sold at the January 27, 2024 auction to Leopoldo Mendoza and that the closing for the sale has occurred or will occur in the near future.

Attached is the Order of the City of Goshen Building Commissioner dated November 3, 2023 requiring demolition, and the Certificate of Issuance of Service. The Board needs to conduct a hearing reviewing the Order of the Building Commissioner. The Building Department, based on the completed sale and discussions with the purchaser, is recommending that the Board modify the Order of Building Commissioner. As opposed to affirming the demolition order, the Building Department is requesting the Board order that the unsafe structure on the property either have substantial progress made on repairs or be demolished within ninety (90) days.

The Board's motion could utilize the following language:

"I move the Board:

- (1) adopts the violations listed in the Building Commissioner's Order as our findings;*
- (2) that those violations make the structure an unsafe building;*
- (3) that the general condition of the building warrants demolition, but that the property can be repaired;*
- (4) and that the new owner within ninety (90) days either make substantial progress on repair to the unsafe building or demolish the unsafe building."*

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 3, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

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

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-04-459-008.000-015; commonly known as 208 Queen Street, Goshen, Indiana 46528, and more particularly described as follows:

Lots Numbered Two Hundred Sixty-five (265) and Two Hundred Sixty-six (266) in Wilden's Third Addition to the City of Goshen, Indiana.

Section 2.

The Goshen Building Department inspected the subject real estate and the vacant residential structure located thereon on October 18, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and you were given an opportunity to make repairs. There has been no significant improvement to the vacant residential structure at the real estate.

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

1. The 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.

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The failing foundation system, collapsing ceilings, floors, and walls, the leaning and sagging of the residential structure, renders it in an impaired structural condition that makes it unsafe to person or property. The dilapidated nature of the residential structure, its deterioration due to neglect, consistent exposure to the weather and associated damages, and its unsecured nature makes it a fire hazard. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the failing foundation systems and collapsing ceilings, walls, and floors, and unsecured nature. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the failing foundation system, the collapsing walls, ceilings, and floors, the fact that the entire house is sagging, combined with the unsecured nature of the residential structure, its continued exposure to weather, and its deterioration as the result of neglect, the condition of the residential structure warrants removal. In its present condition, the residential structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and

debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before December 6, 2023.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, December 11, 2023 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

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

Section 6.

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

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

Section 7.

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

Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner 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 November 3, 2023:

Ron Davidhizar
203 Middlebury Street
Goshen, Indiana 46528



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

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

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

Certificate of Issuance of Service

RE: Premises at 208 Queen Street, Goshen, Indiana

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

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528
Certified Mail # 7019 0160 0000 5623 6529
Delivered: January 18, 2024

The undersigned hereby certifies that notice of the February 8, 2024 hearing for the above referenced premises was given to Leopoldo Mendoza via email on January 29, 2024.



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



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

February 5, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 321 W. Oakridge Avenue, Goshen, Indiana

An unsafe building review hearing was previously scheduled for the property located at 321 W. Oakridge Avenue, Goshen, Indiana for December 11, 2023. At a hearing on December 4, 2023, the Board was informed that the property would be one of several to be included in an auction on January 27, 2024. The Board continued the hearing until January 29, 2024 to permit the auction to occur. Subsequently, the hearing was rescheduled to February 8, 2024 to accommodate the new meeting schedule for the Board. The City has been advised that the property has been sold at the January 27, 2024 auction to Gabriel Alvarez and that the closing for the sale has occurred or will occur in the near future.

Attached is the Order of the City of Goshen Building Commissioner dated November 3, 2023 requiring demolition, and the Certificate of Issuance of Service. The Board needs to conduct a hearing reviewing the Order of the Building Commissioner. The Building Department, based on the completed sale and discussions with the purchaser, is recommending that the Board modify the Order of Building Commissioner. As opposed to affirming the demolition order, the Building Department is requesting the Board order that the unsafe structure on the property either have substantial progress made on repairs or be demolished within ninety (90) days.

The Board's motion could utilize the following language:

"I move the Board:

- (1) adopts the violations listed in the Building Commissioner's Order as our findings;*
- (2) that those violations make the structure an unsafe building;*
- (3) that the general condition of the building warrants demolition, but that the property can be repaired;*
- (4) and that the new owner within ninety (90) days either make substantial progress on repair to the unsafe building or demolish the unsafe building."*

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 3, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-04-385-005.000-015; commonly known as 321 W. Oakridge Avenue, Goshen, Indiana 46528, and more particularly described as follows:

Lot numbered 196 in Wilden's Walnut Hill Third Addition to the City of Goshen, Indiana.

Section 2.

The Goshen Building Department inspected the subject real estate and the vacant residential structure located thereon on October 18, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and you were given an opportunity to make repairs. There has been no significant improvement to the vacant residential structure at the real estate.

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

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.

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The holes and cracks in the foundation, along with areas of the foundation that are beginning to fail, along with the failing floors that are detaching from walls, renders it in an impaired structural condition that makes it unsafe to person or property. The dilapidated nature of the residential structure, its deterioration due to neglect, the damaged mechanical and electrical systems, and its unsecured nature makes it a fire hazard. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning holes and cracks in the foundation, the failing floor and missing floor beams, leaking ceiling, and unsecured nature. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the holes and cracks in the foundation, the missing floor beams, the failing floors, and the compromise structural integrity of the floor and foundation, combined with the dilapidated condition of the residential structure due to its deterioration as the result of neglect, the condition of the residential structure warrants removal. In its present condition, the residential structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before December 6, 2023.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, December 11, 2023 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

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

Section 6.

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

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

Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner 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 November 3, 2023:

Ron Davidhizar
203 Middlebury Street
Goshen, Indiana 46528



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

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

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

Certificate of Issuance of Service

RE: Premises at 321 W. Oakridge Avenue, Goshen, Indiana

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

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528
Certified Mail # 7019 0160 0000 5623 6499
Delivered: January 18, 2024

The undersigned hereby certifies that notice of the February 8, 2024 hearing for the above referenced premises was given to Gabriel Alvarez via email on January 29, 2024.



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



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

February 5, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 702 N. 6th Street, Goshen, Indiana

An unsafe building review hearing was previously scheduled for the property located at 702 N. 6th Street, Goshen, Indiana for December 4, 2023. At that hearing, the Board was informed that the property would be one of several to be included in an auction on January 27, 2024. The Board continued the hearing until January 29, 2024 to permit the auction to occur. Subsequently, the hearing was rescheduled to February 8, 2024 to accommodate the new meeting schedule for the Board. The City has been advised that the property has been sold at the January 27, 2024 auction to Gabriel Camarena and that the closing for the sale has occurred or will occur in the near future.

Attached is the Order of the City of Goshen Building Commissioner dated November 1, 2023 requiring demolition, and the Certificate of Issuance of Service. The Board needs to conduct a hearing reviewing the Order of the Building Commissioner. The Building Department, based on the completed sale and discussions with the purchaser, is recommending that the Board modify the Order of Building Commissioner. As opposed to affirming the demolition order, the Building Department is requesting the Board order that the unsafe structure on the property either have substantial progress made on repairs or be demolished within ninety (90) days.

The Board's motion could utilize the following language:

"I move the Board:

- (1) adopts the violations listed in the Building Commissioner's Order as our findings;*
- (2) that those violations make the structure an unsafe building;*
- (3) that the general condition of the building warrants demolition, but that the property can be repaired;*
- (4) and that the new owner within ninety (90) days either make substantial progress on repair to the unsafe building or demolish the unsafe building."*

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 1, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

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

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-04-482-007.000-015; commonly known as 702 North 6th Street, Goshen, Indiana 46528, and more particularly described as follows:

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 (33), and Thirty-four (34) in Wilden's Addition to the City of Goshen, Indiana.

Section 2.

The Goshen Building Department inspected the subject real estate and the vacant residential structure located thereon on October 16, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and you were given fifteen (15) days to make repairs. The real estate was re-inspected on October 31, 2023, which showed no significant improvement to the vacant residential structure at the real estate.

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

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 the studs; all of which are violations of Section 6.3.1.1(b).
 6. The interior of the residential structure has chipped and peeling paint throughout, a violation of Section 6.3.1.1(g).
 7. The electrical system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
 8. The plumbing system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
 9. The mechanical system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
 10. The residential structure, due to deterioration, damage, and its dilapidated condition, has become a fire hazard, a violation of Section 6.3.1.1(x).

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The leaking roof, collapsing ceilings, and failed block foundation renders it in an impaired structural condition that makes it unsafe to person or property. The dilapidated nature of the residential structure, its deterioration due to neglect, and damaged electrical system makes it a fire hazard. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the leaking roof, collapsing ceilings, damaged electrical and mechanical systems, and failing foundation. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the leaking roof, damaged and collapsing ceilings, and failing foundation, combined with the dilapidated condition of the residential structure due to its deterioration as the result of neglect, the condition of the residential structure warrants removal. In its present condition, the residential structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and

debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before December 1, 2023.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, December 4, 2023 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

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

Section 6.

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

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

Section 7.

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

Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 702 North 6th Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on November 1, 2023:

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528



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

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

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

Certificate of Issuance of Service

RE: Premises at 702 North 6th Street, Goshen, Indiana

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

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528
Certified Mail # 7019 0160 0000 5623 6505
Delivered: January 18, 2024

The undersigned hereby certifies that notice of the February 8, 2024 hearing for the above referenced premises was given to Gabriel Camarena via email on January 29, 2024.



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



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

February 5, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 111 S. 29th Street, Goshen, Indiana

An unsafe building review hearing was previously scheduled for the property located at 111 S. 29th Street, Goshen, Indiana for December 4, 2023. At that hearing, the Board was informed that the property would be one of several to be included in an auction on January 27, 2024. The Board continued the hearing until January 29, 2024 to permit the auction to occur. Subsequently, the hearing was rescheduled to February 8, 2024 to accommodate the new meeting schedule for the Board. The City has been advised that the property has been sold at the January 27, 2024 auction to Eduardo Pizana and that the closing for the sale has occurred or will occur in the near future.

Attached is the Order of the City of Goshen Building Commissioner dated November 1, 2023 requiring demolition, and the Certificate of Issuance of Service. The Board needs to conduct a hearing reviewing the Order of the Building Commissioner. The Building Department, based on the completed sale and discussions with the purchaser, is recommending that the Board modify the Order of Building Commissioner. As opposed to affirming the demolition order, the Building Department is requesting the Board order that the unsafe structure on the property either have substantial progress made on repairs or be demolished within ninety (90) days.

The Board's motion could utilize the following language:

"I move the Board:

- (1) adopts the violations listed in the Building Commissioner's Order as our findings;*
- (2) that those violations make the structure an unsafe building;*
- (3) that the general condition of the building warrants demolition, but that the property can be repaired;*
- (4) and that the new owner within ninety (90) days either make substantial progress on repair to the unsafe building or demolish the unsafe building."*

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 1, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-11-155-019.000-015; commonly known as 111 South 29th Street, Goshen, Indiana 46528, and more particularly described as follows:

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

Section 2.

The Goshen Building Department inspected the subject real estate and the vacant residential structure located thereon on October 16, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and you were given fifteen (15) days to make repairs. The real estate was re-inspected on October 31, 2023, which showed no significant improvement to the vacant residential structure at the real estate.

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

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.

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (4), (5), and (6). The leaking roof, collapsing ceilings and walls, and failing foundation renders it in an impaired structural condition that makes it unsafe to person or property. The dilapidated nature of the residential structure, its deterioration due to neglect, the damaged mechanical and electrical systems, and its unsecured nature makes it a fire hazard. The unsecured nature of the residential structure, which has attracted vagrants as shown by the presence of human feces and accumulated materials, in addition to animal feces and decaying animal carcasses, makes it a public nuisance. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the leaking roof, collapsing ceilings, damaged electrical and mechanical systems, and failing foundation. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the leaking roof, damaged and collapsing ceilings, damaged and failing walls, and failing foundation, combined with the dilapidated condition of the residential structure due to its deterioration as the result of neglect, the condition of the residential structure warrants removal. In its present condition, the residential structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is

threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before December 1, 2023.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, December 4, 2023 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

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

Section 6.

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

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

Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner 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 November 1, 2023:

Ron Davidhizar
203 Middlebury Street
Goshen, Indiana 46528



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

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

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

Certificate of Issuance of Service

RE: Premises at 111 South 29th Street, Goshen, Indiana

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

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528
Certified Mail # 7019 0160 0000 5623 6512
Delivered: January 18, 2024

The undersigned hereby certifies that notice of the February 8, 2024 hearing for the above referenced premises was given to Eduardo Pizana via email on January 29, 2024.



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