



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., May 9, 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: May 2, 2024

Approval of Agenda

1) Open sealed bids: 2024 Line Striping Project

2) Police Department request: Approve the promotion of **Officer Seth Bayes #225** from the position of Probationary Patrol Officer to Patrol Officer, retroactive to May 8, 2024

3) Fire Department request: Hire **Travis J. Snethen** as a Probationary Firefighter, effective May 17, 2024

4) Fire Department request: Hire **Allison R. Eagan** as a Probationary Firefighter, effective May 17, 2024

5) Fire Department request: Hire **Matthew A. Borton** as a Probationary Firefighter, effective May 17, 2024

6) Fire Department request: Hire **Derick D. Schmucker** as a Probationary Firefighter, effective May 17, 2024

7) Fire Department request: Hire **Johnathan M. Lehman** as a Probationary Firefighter, effective May 17, 2024

8) Ziolkowski Construction, Inc. request: Approve the closure of Burdick Street, from May 20-Aug. 31, 2024, for a construction project at Goshen Stamping

9) Lincoln Highway Association: Approve temporary bus parking for three dates in June

10) Water & Sewer Office request: Move \$3,059.30 in uncollected finalized accounts from active to collection, sewer liens and write offs for the period through Feb. 12, 2024



11) Water & Sewer Office request: Grant sewer relief to Aspen Meadows, 1227 Briarwood Boulevard, Unit 8, for \$1,917.31 for consumption dates Jan. 19 to March 9, 2024

12) Engineering Department request: Approve the Agreement with Abonmarche Group for professional services for the conceptual development of a plan to address existing drainage issues at the Carter Road Ditch and Linway Lake for the Stormwater Department, for \$14,500

13) Engineering Department request: Approve the agreement with Abonmarche Group, Inc. for Topographical Survey in the amount of \$12,900

14) Engineering Department request: Accept the \$1.5 million Community Crossing Matching Grant award and authorize the Mayor to sign the state's electronic agreement

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

4:00 p.m., May 23, 2024

Members: Mayor Leichty, Mike Landis and Mary Nichols

15) Accept the post-construction stormwater management plan for Popeyes - Goshen, as it has been found to meet the requirements of City Ordinance 4329

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., May 9, 2024

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

16) Review of the Order of the City of Goshen Building Commissioner for 702 N. 6th Street (Gabriel Camarena and Nicholas Camarena, property owners)

17) Review of the Order of the City of Goshen Building Commissioner for 111 S. 29th Street. (Eduardo Pizana, property owner)

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE MAY 2, 2024 REGULAR MEETING**

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

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

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the April 25, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board member Mary Nichols. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the suggested deletion of agenda item #6) *Review the Order of the City of Goshen Building Commissioner for 112 West Jackson Street (Ronald E. Davidhizar, property owner)*. The Mayor said pursuant to a legislative change, the City Building Commissioner is now empowered to issue fines without action by the Board of Works. Board member Swartley moved to accept the agenda as amended. Board member Nichols seconded the motion. Motion passed 4-0.

1) Fire Department request: Approve the closures of streets for the annual Memorial Day Parade

On behalf of the City Fire Department, Clerk-Treasurer Aguirre asked the Board to approve the annual Memorial Day Parade on Monday, May 27, 2024, starting between 10 and 10:15 a.m., with the usual parade route – East Jefferson Street to Main Street, to Pike Street, to North First Street and then to Oakridge Cemetery.

Aguirre also requested closures of the 100 and 200 blocks of East Jefferson Street and South 5th Street, between Washington and Madison Streets, for the staging of vehicles and apparatus for the parade.

Board member Swartley asked the time of the closures. Street Commissioner David Gibbs said the requested closure usually was about 9 a.m. to 1 p.m.

In advance, Mayor Leichty thanked the news media for informing the public about this important event.

Swartley/Nichols moved to approve the annual Memorial Day Parade on Monday, May 27, 2024, beginning at 10 or 10:15 a.m., and the closures of the 100 and 200 blocks of East Jefferson Street and the 5th Street, between Washington and Madison streets, for the period of time of the parade. Motion passed 4-0.

2) Legal Department request: Award bid for two Chassis/Cab units and approve agreement with Jordan Ford

City Attorney Bodie Stegelmann told the Board that the City solicited sealed bids for the purchase of two chassis/cab units in accordance with Indiana Code § 5-22-8-3. The following is a summary of the bids received:

Vendor	Per Unit Price	Total Bid
Eby Ford	\$60,835	\$121,670
Jordan Ford	\$56,493	\$112,986

Stegelmann said the Water and Sewer Department would like to purchase two chassis/cab units for a total purchase price of \$112,986 from Jordan Ford as the lowest responsive and responsible bidder.

Clerk-Treasurer Aguirre asked City Attorney Stegelmann if it would be a problem that the name of the winning bidder was misspelled as “Jordon” in the agreement. Stegelmann confirmed that the name was misspelled in the agreement and said that he would have it corrected in the agreement presented to the Mayor for her signature.



Swartley/Nichols made a motion to reject Eby Ford's bid offer for two chassis/cab units at a total price of \$121,670 and award the quote for the purchase of two chassis/cab units to Jordan Ford as the lowest responsible and responsive bidder and approve and authorize Mayor Leichty to execute the purchase agreement with Jordan Ford for the purchase of two chassis/cab units for \$112,986. Motion passed 4-0.

3) Engineering Department request: Approve the road closure of Plymouth Avenue, at the intersection of 10th Street, between the dates of May 6 and May 10, 2024

City Director of Public Works & Utilities Dustin Sailor told the Board that as part of the 10th Street Reconstruction project, Niblock Excavating needed a street closure to tie a new sanitary pipe into an existing manhole. He said Niblock requested permission to close Plymouth Avenue, at the intersection of 10th Street, starting Monday May 6 through the end of the day Friday, May 10.

Sailor indicated that all appropriate traffic control devices will be utilized. The road closure also is being coordinated with Goshen Community Schools.

Swartley/Nichols made a motion to approve the road closure of Plymouth Avenue, at the intersection of 10th Street, starting Monday, May 6 and through Friday May 10, 2024. Motion passed 4-0.

4) Engineering Department request: Approve the agreement with Alt & Witzig Engineering, Inc. for geotechnical recommendations in the amount of \$4,220

City Director of Public Works & Utilities Dustin Sailor told the Board that Johnston Street and Hackett Road is scheduled for asphalt replacement and as part of that process it was discovered that a storm/sewer pipe was split.

Sailor said that as a result, a soil evaluation is necessary. On April 23, 2024, the City received a proposal for Geotechnical Recommendations for Johnston Street and Hackett Road. Soil borings, soil reports and recommended road sections will be provided at a cost of \$4,220.

Sailor indicated that the Engineering Department was requesting that the Board of Public Works and Safety award a contract to Alt & Witzig Engineering, Inc. as the lowest responsive and responsible quoter.

Swartley/Nichols made a motion to approve the agreement with Alt & Witzig Engineering, Inc. for Geotechnical Recommendations in the amount of \$4,220. Motion passed 4-0.

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

Mayor Leichty opened Privilege of the Floor at 4:09 p.m.

City Director of Public Works & Utilities Dustin Sailor announced that because of necessary electrical work on Reliance Road, NIPSCO will need to close Peddler's Village Road, between County Road 17 and Reliance Road, next week. It only will be open to local traffic, although the City Fire Station will retain access.

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department, told the Board that as part of its inventory of water lines, City workers will be working on Main Street starting next Wednesday. He said seven spots on Main Street will be "pot holed," although the street will remain open.

There were no further comments, so Mayor Leichty closed Privilege of the Floor at 4:12 p.m.

At 4:12 p.m., Mayor Leichty opened a public hearing to consider an Order of the City of Goshen Building Commissioner for one Goshen property.



CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING:

4:00 p.m., May 2, 2024

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

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

5) Review the Order of the City of Goshen Building Commissioner for 407 Center Street (M&H Rentals, LLC. property owner, by its representative, Michael Schmucker)

At 4:12 p.m., Mayor Leichty convened a hearing to review the Order of the City of Goshen Building Commissioner for 407 Center Street (M&H Rentals, LLC. property owner, by its representative, Michael Schmucker).

BACKGROUND:

In an April 29, 2024 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that this matter was before the Board of Public Works and Safety, as the City's Hearing Authority, under the Indiana Unsafe Building Law. **An Order of the City of Goshen Building Commissioner requiring demolition was issued for this property on Nov. 8, 2023.**

Shuler wrote that at that time, the property at 407 Center Street was owned by **Ron Davidhizar**. The property later was included in an auction on Dec. 16, 2023, and **M & H Rentals, LLC** was the successful bidder. At a Board of Public Works and Safety hearing on Dec. 18, 2023, the Board continued the matter due to the auction and the stated plans of M & H Rentals, LLC, by its representative **Michael Schmucker**, to rehabilitate the property once the closing had occurred. **Shuler** wrote that the closing of the sale of the property occurred on Jan. 24, 2024.

At a hearing on Jan. 25, 2024, **Schmucker** told the Board of the recent closing and noted that he had provided a scope of work plan to the Building Department. The Building Department advised the Board that it had accepted **Schmucker's** plans for rehabilitation but requested the matter be set for review in three months to ensure progress was being made. The Board then continued the hearing to May 2, 2024.

Shuler asked the Board to conduct the unsafe building hearing on May 2 by receiving evidence and arguments from the Building Department, the property owner, and anyone else who wished to speak to the property. After receiving evidence, the Board could continue the hearing, or affirm, rescind, or modify the Building Commissioner's Order.

Shuler wrote that any action on the Building Commissioner's Order should include factual findings as to the condition of the property and any code violations, as well as the required action to take.

A form of the Record of Action and Continuous Enforcement Order that the Board would issue following the hearing was also attached to the memorandum, and **Shuler** wrote that it could be used as a guide in conducting the hearing. The form enclosed also provided options should the Board desire to modify the Building Commissioner's Order.

In the attached Unsafe Building Hearing Authority Record of Action and Continuous Enforcement Order, Shuler provided the background of the case, the legal authority for the City's action, the specific violations alleged by the City and the actions and options before the Board of Public Works and Safety.

Shuler also wrote that attached to his memorandum was the initial Nov.8, 2023 Order of the City of Goshen Building Commissioner for 407 Center Street.

In this document, Grise informed then property owner Ronald Davidhizar that his property was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. He wrote that the property was in violation as follows:

1. The foundation of the residential structure has not been kept in good repair, is not capable of supporting all nominal loads, and is likely to fail, violations of Sections 6.3.1.(b) and (p). Areas of the foundation have cracks, where large gaps and holes have formed; the foundation is beginning to sink; certain areas of the foundation are beginning to fail and are in disrepair.



2. The ceilings inside the residential structure have not been kept in good repair and are likely to fail, a violation of Sections 6.3 .1.1 (b) and (p). Multiple ceilings have collapsed due to significant water damage. Many ceilings have cracks and holes.

3. The floors inside the residential structure have not been kept in good repair and are likely to fail, a violation of Sections 6.3.1.1(b) and (p). The kitchen floor has become so damaged due to water that it is in danger of collapse. The floor in the main living areas has detached from the wall and begun to sink.

4. The walls inside the residential structure have not been kept in good repair, a violation of Section 6.3.1. 1(b). Multiple walls have cracks and holes in them. A wall in the main living room is poorly constructed with brick and in danger of collapse.

5. The roof of the residential structure has not been kept in good repair and has defects permitting rain, violations of Sections 6.3.1.1(b) and (c). There is evidence of the roof leaking due to persistent water damage to floors, walls, and ceilings. The roof in the rear of the structure was poorly installed and has multiple areas where it permits weather to enter, impacting the structural integrity of the structure. There are areas where the soffit and fascia are missing, and places where the shingles are damaged or loose.

6. The heating and mechanical system at the residential structure is not operable, a violation of Section 6.3.1. 1(a). The ductwork is not properly connected.

7. The plumbing system at the residential structure is not operable, a violation of Section 6.3.1.1(a).

8. The electrical system at the residential structure is not operable, a violation of Section 6.3.1.1(a). The electrical panel has been tampered with; there are multiple areas with exposed electrical wiring; areas of the residential structure's electrical wiring has been damaged by water and continues to be exposed to weather conditions.

9. The windows and doors have not been kept in good repair, a violation of Section 6.3 .1. 1(d). There are many broken windows and broken doors throughout the residential structure.

10. The painted surfaces inside the residential structure are not properly coated and weather tight, a violation of Section 6.3.1.1(g). There is chipping and peeling paint throughout the residential structure.

11. The residential structure is not secure from intrusion by unauthorized persons, a violation of Section 6.3.1. 1(ff). There are accumulated materials inside the residential structure and other evidence of animals and vagrants. The carpet is saturated with urine and feces .

Grise wrote that these conditions rendered the property as unsafe within the meaning of I.C. §36-7-9-4(a)(l), (2), (5), and (6), adding:

“The failing foundation, collapsing ceilings, and floors in danger of collapse and detaching from walls, and the leaking roof renders the residential structure in an impaired structural condition that makes it **unsafe to person of property**. The evidence of the electrical panel having been tampered with, with multiple areas of exposed wiring, and water damaged electrical wiring, coupled with the unsecured nature of the residential structure, makes it a **fire hazard**.”

“The residential **structure is dangerous to person or property** because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the failing foundation, failing and collapsing ceilings, collapsing and detaching floors, the leaking roof, broken windows and doors, and its unsecured nature. The residential **structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance**.”

“Due to the failing foundation, collapsing ceilings, leaking roof, persistent water damage, floors detaching from the walls, including one floor sinking and showing a danger of collapsing, and the residential structure's continued deterioration as a result of neglect, the **condition of the residential structure warrants removal**. In its present condition, the residential structure is **unfit for human habitation, occupancy, or use**, and the conditions exist to the extent that **life, health, property, and safety of the public is threatened**. The residential structure is an **unsafe building** and the tract of real property on which the unsafe building is located shall be considered the **unsafe premises**.”



As a result, **Grise ordered Davidhizar 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 Dec. 31, 2003.**

Grise notified the property owner that failure to comply with this Order could result in the City of Goshen taking action to complete the required demolition and to bill him for the costs of the work, including, the actual costs of the work and an amount equal to the average processing expense the City would incur in pursuing this matter. Such amounts could become a lien upon the real estate and ultimately be enforced in the same manner as any other judgment.

Grise further notified **Davidhizar** that a hearing would be held before the Board of Public Works and Safety on Dec. 18, 2023 for the purpose of reviewing the Order of the City of Goshen Building Commissioner.

Davidhizar was advised he had the right to appear at this hearing with or without counsel, to present evidence, cross examine opposing witnesses, and present arguments. Should he fail to appear at the hearing, the hearing would be conducted in his absence. And the Board would have the right to affirm, rescind, or modify this Order.

Grise also notified **Davidhizar** that failure to comply with Section 6 of this Order could result in a judgment of liability against him in accordance with Indiana Code § 36-7-9-27.

The agenda packet contained written evidence that Davidhizar was served a copy of the Order and related documents on Nov. 9, 2023, 2024.

DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON MAY 2, 2024:

Mayor Leichty opened the hearing to review the Order of the City of Goshen Building Commissioner for 407 Center Street (M&H Rentals, LLC. property owner, by its representative, Michael Schmucker).

Present for the hearing were: Board members Leichty, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Inspector Travis Eash; City Building Commissioner Myron Grise; and Michael Schmucker, representing M&H Rentals, LLC.

Assistant City Attorney Don Shuler discussed the background of the property and explained the reason for today's hearing. He said representatives of the City Building Department and the property owner would provide updates.

Mayor Leichty swore in the following to give full and complete testimony: **City Building Inspector Travis Eash** and **Michael Schmucker, representing M&H Rentals, LLC.**

Mayor Leichty invited comments from **City Building Inspector Eash**, who distributed a packet of information about 407 Center Street (**EXHIBIT #1**). The packet included a one-page memo from Eash to the Board (dated May 2, 2024), and Eash's three-page Oct. 24, 2023 property inspection report.

Eash, said he conducted his initial inspection of this property on Oct. 24, 2023. Since that inspection the property has changed ownership and the new owner submitted a scope of work (plan) to the City Building Department and on March 5, 2024 permits were pulled for remodel, windows, roof, siding, plumbing, electrical and mechanical.

Eash said, "The new owners have since started work and have passed inspections on siding, windows, roof and framing. When I was there for the framing inspection it appeared that they were getting close to having the electrical and plumbing work done as well and will probably call me within the next couple of weeks for that inspection.

"With the active work happening and current condition of the property, the Building Department recommends to the Board to modify the previously recommended demolition order to a repair order and allow 60 days to finish all repairs and pass all other inspections and the final inspection."

Eash said he didn't include property photos in his report because the condition is no longer recognizable. He said the owners "are cooperating and moving forward and I have no doubt this will get finished in a timely manner."



There were no Board questions or comments for Eash.

Mayor Leichty then invited comments from Michael Schmucker, representing M&H Rentals, LLC.

Schmucker said the company is moving forward and has done a lot of work on the property, including lowering the second story to create more room upstairs and adding a second bathroom. He said “everything just takes time.”

Schmucker said the electrical, plumbing and mechanical work should be completed in about two weeks and be ready for inspection. He said next will come new insulation and drywall and the work will continue, adding, “We’re making progress. It just takes time.”

Mayor Leichty expressed her appreciation to Schmucker for the property’s transformation, adding, “I’ve heard good things and this is exactly what we’re hoping would happen. We’re providing good housing for people in our community and transforming blight into something useful. So, my personal thanks to you for the work you’ve been doing thus far.”

Schmucker thanked the Mayor for her comments.

Board member Swartley also gave her personal thanks to **Schmucker**.

Mayor Leichty said as the Board considers changing the demolition order to a repair order in 60 days, she would like photos to be shared with the Board and the public – perhaps via a slide show – of before and after images of the property so people can see what has happened and the good work people like Schmucker are doing to transform blight in the community. She requested five to ten slides to document the progress that has happened.

There were no further comments or questions from the Board.

Swartley/Nichols then made a motion for 407 Center Street that the Board modify the previous demolition order to a repair order, allow the owner 60 days to complete repairs and pass all inspections and that when done, photos be provided of the work and continue the hearing 60 days, to July 11, 2024. Motion passed 4-0.

At 4:20 p.m., Mayor Leichty closed the public hearing to review the Order of the City of Goshen Building Commissioner for 407 Center Street.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty adjourned the Board of Public Works and Safety meeting at 4:20 p.m.

EXHIBIT #1: A May 2, 2024 memorandum written by City Building Inspector Travis Eash and a packet of information distributed to Board members about the property at 407 Center Street. Besides the memo, the packet included Eash’s three-page Oct. 24, 2023 property inspection report. This information was submitted during and for consideration of agenda item #5) Review of the Order of the City of Goshen Building Commissioner for 407 Center Street (M&H Rentals, LLC. property owner, by its representative, Michael Schmucker).



APPROVED:

Mayor Gina Leichthy

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **2024 LINE STRIPING PROJECT
PROJECT NO. 2024-0002**

DATE: May 9, 2024

The Clerk-Treasurer's Office has received bids from contractors today for the 2024 Line Striping project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Requested Motion: Open bids received from Contractors for the 2024 Line Striping project and read the total amounts.



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: May 9th, 2024

From: Jose' Miller, Chief of Police

Reference: The Promotion of Officer Seth Bayes #225 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Seth Bayes #225 from the position of Probationary Patrol Officer to the rank of Patrol Officer retroactive to May 8th, 2024. On May 8th, 2024, Officer Bayes completed his twelve (12) month probationary period. Officer Bayes has demonstrated he will be a great addition to the Goshen Police Department and to this community.

Bayes will be present for the Board of Works Meeting.

Respectfully,

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

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



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

209 North Third Street • Goshen, IN 46526-3201

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

March 26, 2024

To: The Board of Works and Public Safety

RE: Hire Travis J. Snethen as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Travis J. Snethen** has passed all of the pension requirements for the State of Indiana, and I am requesting that the Board of Works and Public Safety **hire Travis as a Probationary Firefighter for the Goshen Fire Department effective May 17, 2024.**

Thank you.



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

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

March 26, 2024

To: The Board of Works and Public Safety

RE: Hire Allison R. Eagan as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Allison R. Eagan** has passed all of the pension requirements for the State of Indiana, and I am requesting that the Board of Works and Public Safety **hire Allison as a Probationary Firefighter for the Goshen Fire Department effective May 17, 2024.**

Thank you.



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

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dannysink@goshencity.com • www.goshenindiana.org

March 26, 2024

To: The Board of Works and Public Safety

RE: Hire Matthew A. Borton as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Matthew A. Borton** has passed all of the pension requirements for the State of Indiana, and I am requesting that the Board of Works and Public Safety **hire Matthew as a Probationary Firefighter for the Goshen Fire Department effective May 17, 2024.**

Thank you.



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

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dannysink@goshencity.com • www.goshenindiana.org

March 26, 2024

To: The Board of Works and Public Safety

RE: Hire Derick D. Schmucker as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Derick D. Schmucker** has passed all of the pension requirements for the State of Indiana, and I am requesting that the Board of Works and Public Safety **hire Derick as a Probationary Firefighter for the Goshen Fire Department effective May 17, 2024.**

Thank you.



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

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dannysink@goshencity.com • www.goshenindiana.org

March 26, 2024

To: The Board of Works and Public Safety

RE: Hire Jonathan M. Lehman as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Johnathan M. Lehman** has passed all the pension requirements for the State of Indiana, and I am requesting that the Board of Works and Public Safety **hire Jon as a Probationary Firefighter for the Goshen Fire Department effective May 17, 2024.**

Thank you.



ZIOLKOWSKI
Construction, Inc.
General Construction & Design/Build
Building Strong Relationships Since 1974

May 6th, 2024

City of Goshen Engineering Dept
204 E Jefferson Street
Goshen, In 46528

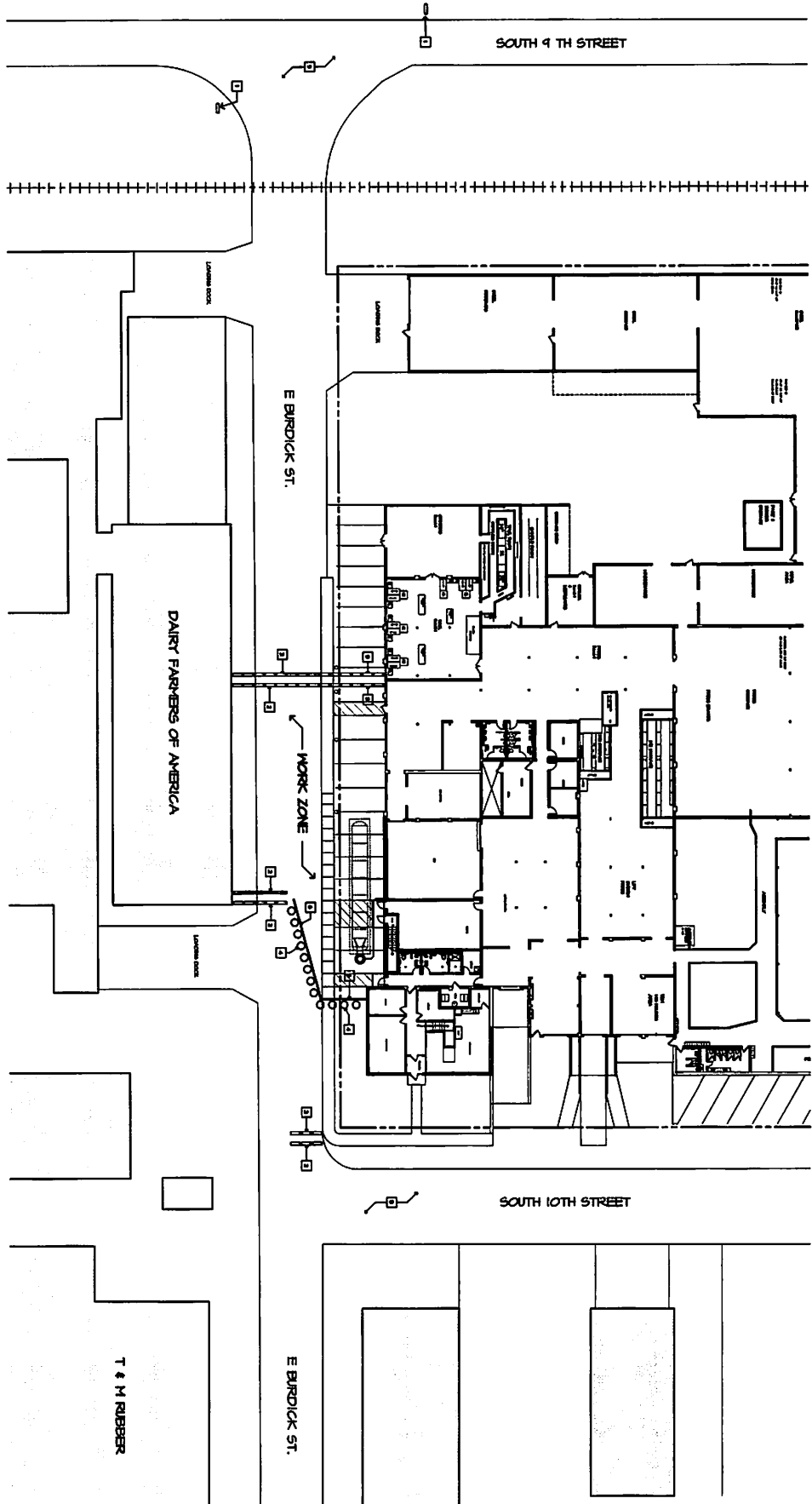
RE: Goshen Engineering Board Meeting/ Street Closure (Burdick St)

City of Goshen,

We are requesting to be put on the May 9th Board Meeting to receive approval regarding the Goshen Stamping Construction Project. We are requesting the Burdick Street temporary road closure to take place, starting May 20th, 2024, with a Re-Open date of August 31st, 2024. Road Closure Hours of Operation would be a continuous 24-hour period. The Road Closure Limits are specified on the Black and White Construction Drawing which I will bring and explain in the May 9th Board Meeting.

 Sincerely,

Brian Maxey
Project Manager



- BARRIER NOTES**
- 1. Barrier shall be placed along the perimeter of the work zone.
 - 2. Barrier shall be placed along the perimeter of the work zone.
 - 3. Barrier shall be placed along the perimeter of the work zone.
 - 4. Barrier shall be placed along the perimeter of the work zone.
 - 5. Barrier shall be placed along the perimeter of the work zone.
 - 6. Barrier shall be placed along the perimeter of the work zone.
 - 7. Barrier shall be placed along the perimeter of the work zone.
 - 8. Barrier shall be placed along the perimeter of the work zone.
 - 9. Barrier shall be placed along the perimeter of the work zone.
 - 10. Barrier shall be placed along the perimeter of the work zone.

C-2
SHEET

STREET CLOSURE

FIRE RESTORATION - PHASE 3
GOSHEN STAMPING
 1025 S. 10TH ST.
 GOSHEN, INDIANA 46526

DATE	ISSUE
11-15-11	CONSTRUCTION PERMIT REVIEW
11-15-11	FINAL APPROVAL & PERMIT
11-15-11	FINAL PERMIT REVIEW
11-15-11	FINAL PERMIT REVIEW
11-15-11	FINAL PERMIT REVIEW

ZIOLKOWSKI
 Construction, Inc.
 General Construction & Renovation
 Building Strong Relationships Since 1974



TO: Goshen Board of Works

Our national organization, the Lincoln Highway Association (LHA), is holding its annual conference in Elkhart County in June, 2024. This letter is a request for temporary bus parking in downtown Goshen on two different days when we bring tour buses to town. Virtually all passengers are 55+ years of age and older so we are trying to accommodate them where possible.

On Tuesday, June 25 at approximately 12:30 p.m. we would like approval to stop adjacent to the Goshen Theater to allow our passengers...estimated as 40... to leave the bus and enter the theater. We estimate that this might take 15-20 minutes maximum.

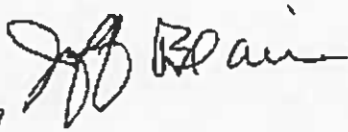
After dropping off the passengers, we would like to park our bus in front of the County Courthouse further down Main Street, adjacent to the Police Booth for approximately 90 minutes. Our passengers will be walking through downtown with guides provided by the Goshen Historical Society and safely re-board the bus by approximately 2:00 p.m.

On Thursday, June 27. We will have a second bus in Goshen following the exact same route and timing, also estimated to be carrying 40 passengers. We hope you can approve this request as well. I will be accompanying this Thursday group personally and have a separate guide/host to accompany the Tuesday passengers.

If you have questions, I am the president of the Indiana Chapter of the LHA and the host to the conference. I would be happy to talk further and sincerely appreciate your consideration.

Jeff Blair

574-527-4227



*****REQUEST*****

DATE: Thursday, May 9, 2024

TO: GOSHEN BOARD OF WORKS

FROM: GOSHEN WATER & SEWER
KELLY SAENZ

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$3,917.19**
Collection letters were sent out and payments of **\$857.89** had been collected.

The uncollected amount equals **\$3,059.30**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Monday, February 12, 2024**

WATER: \$2,001.89
SEWER: \$1,057.41

TOTALS

REPORT TOTAL		\$3,917.19
BPS TOTAL	\$1,313.32	\$2,603.87
COUNTY TOTAL	\$337.61	\$2,266.26
W-WRITE OFF	\$688.57	\$1,577.69
S-WRITE OFF	\$719.80	\$857.89
PAYMENT TOTAL	\$857.89	\$0.00
AGREEMENT TOTAL		



Kelly Saenz, Manager
WATER & SEWER UTILITIES BUSINESS OFFICE
CITY OF GOSHEN

203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961
watersewer@goshencity.com • www.goshenindiana.org

To: Board of Public Works and Safety
From: Kelly Saenz, Utility Office Manager
Date: April 30, 2024
Subject: **Aspen Meadows- Request to grant sewer relief**

Good afternoon. I am contacting you today to discuss a leak we had at our community and to see about obtaining a credit for the overage. Our office was contacted from the City of Goshen to tell us that they had received a high usage/leak report for one of our buildings at Aspen Meadows. Upon receiving this call, we began to explore where the leak was and to take steps to correct this. It was determined that this was an underground leak that has been repaired. Following this repair we reached out to inquire about a credit. The city came out and verified that there was a leak, where it was and that it had been fixed. They stated that we would be eligible for a credit. They have since reached back out to us and asked us to contact you for this credit which would cover the a period of time from January-March.

The account/meter that had the issue is listed as building 8 account 291332000. If you need any additional information regarding this issue we would be happy to supply it to you. Thank you for your time. I hope to hear back from you soon.

Kind Regards,

Jessica M Wressel

Jessica M Wressel, CPM
Director of Property Management
Big Rock Management/Creekstone Management Corp.

Phone: 269.903.1959

Mobile: 269.207.6062

Email: jwressel@bigrockmgmt.com

541-A Woodfield Circle Paw Paw, MI 49079



Suggested Motion: Approve the request from Aspen Meadows to grant sewer relief at 1227 Briarwood Blvd Unit 8 for consumption dates 1/19/2024-3/9/2024 in the total sum of \$1,917.31.



Water & Sewer Utilities Business Office
CITY OF GOSHEN

203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961

watersewer@goshencity.com • www.goshenindiana.org

Request for Sewer Charge Adjustment

All fields must be filled out to process this request

Account#: 291-3320-00

Account Holder Name: Aspen Meadows LLC

Service Address: 1227 Briarwood Blvd 8

Contact Phone: 574-533-9685

Date of Leak: 1/22/24 - 3/7/24

Cause of Leak: leak in the line in the pit
after the meter

Has Leak Been Repaired: yes

Has Leak Been Verified: Math B

Total Amount of Credit: 508.13 + 1206.53 + 202.65

\$1917.31-
(Total)

Summer Sewer Avg 3134 CF
\$235.05

1/01 - 2/01 743.18 - 235.05 = 508.13
(credit)

2/01 - 3/01 1441.58 - 235.05 = 1206.53
(credit)

3/01 - 4/01 437.70 - 235.05 = 202.65

Saenz, Kelly

From: Jessica Wressel <jwressel@bigrockmgmt.com>
Sent: Thursday, April 4, 2024 1:44 PM
To: Utilities
Subject: Aspen Meadows Apartments

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon. I am contacting you today to discuss a leak we had at our community and to see about obtaining a credit for the overage. Our office was contacted from the City of Goshen to tell us that they had received a high usage/leak report for one of our buildings at Aspen Meadows. Upon receiving this call, we began to explore where the leak was and to take steps to correct this. It was determined that this was an underground leak that has been repaired. Following this repair we reached out to inquire about a credit. The city came out and verified that there was a leak, where it was and that it had been fixed. They stated that we would be eligible for a credit. They have since reached back out to us and asked us to contact you for this credit which would cover the a period of time from January-March.

The account/meter that had the issue is listed as building 8 account 291332000. If you need any additional information regarding this issue we would be happy to supply it to you. Thank you for your time. I hope to hear back from you soon.

Kind Regards,

Jessica M Wressel

Jessica M Wressel, CPM
Director of Property Management
Big Rock Management/Creekstone Management Corp.

Phone: 269.903.1959

Mobile: 269.207.6062

Email: jwressel@bigrockmgmt.com

541-A Woodfield Circle Paw Paw, MI 49079



Garcia, Brittney

From: Saenz, Kelly
Sent: Tuesday, March 19, 2024 1:50 PM
To: Garcia, Brittney
Subject: FW: Sewer relief for 1227 Briarwood Blvd
Attachments: IMG_0090.jpg; IMG_0091.jpg

From: Beard, Matt <mattbeard@goshencity.com>
Sent: Tuesday, March 19, 2024 1:38 PM
To: Gonzalez, Roxanna <roxannagonzalez@goshencity.com>; Saenz, Kelly <kellysaenz@goshencity.com>
Cc: Shepherd, Marv <marvshepherd@goshencity.com>
Subject: Sewer relief for 1227 Briarwood Blvd

I met with the property manager at Aspen Meadows to see if they qualified for sewer relief. In the pics you will see where the leak occurred in the fresh excavation beside the work truck. In the other pic you will see a pit that has an 1 1/2 meter that feeds the office. This leak occurred after the meter and no water made it into the sewer. Yes they would qualify for sewer relief.

Get [Outlook for iOS](#)



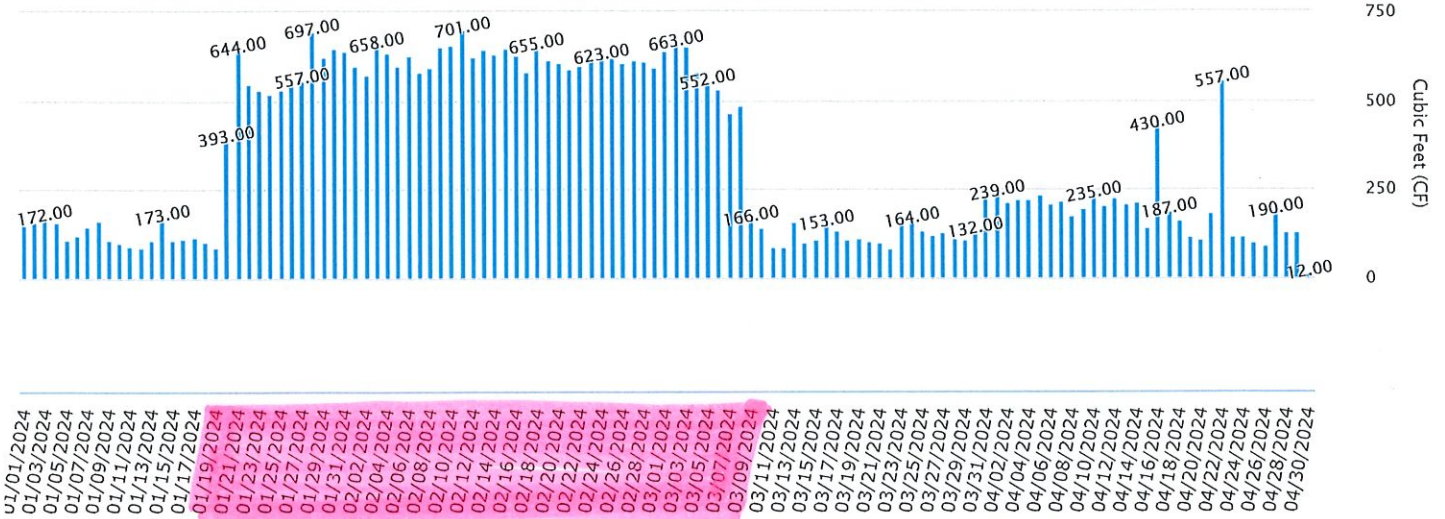


Usage Report

Customer Name: ASPEN MEADOWS LLC
Address: 1227 BRIARWOOD BLVD 8 GOSHEN CITY, IN 46528
Account: 291-3320-00
Device ID: 71255224
Meter ID 2: 71255224
Radio ID: 16249146
Date Range: 2024-01-01 to 2024-04-30

Date Range Detail Level - DAILY
01/01/2024 to 04/30/2024
40621 Cubic Feet (CF)
min: 12 max: 701 avg: 335.711

Consumption Graph



● Cubic Feet (CF) ● Continuous Flow

Legend: Consumption No Consumption Negative Consumption (blank) Missing Interval

1/19 - 3/9/24



Account Number 291-3320-00 New Occupant
Zone 02 Notes

Address 1227 BRIARWOOD BLVD 8
Name ASPEN MEADOWS LLC

General Metered Non-Metered Financial Information Comments History Consumption History Service Orders Devices

Code CALL Text SPK LEAK 1-22-2024
Description CALLED CUSTOMER

Code	Description	Data	Addr/Occup
CALL	CALLED CUSTOMER	SPK LEAK 1-22-2024	
CALL	CALLED CUSTOMER	SPK LEAK 2-5-2024	
CALL	CALLED CUSTOMER	2/14/24- SPK LEAK	
CALL	CALLED CUSTOMER	SPK LEAK 3-7-2024	
HOUSE	HOUSE MESSAGE	PER MGR- OFFICE UNIT	
OWN	OWNER	ASPEN MEADOWS LLC % BIG ROCK	

Edit This Record

Clear

Account Number - 291-3320-00 ASPEN MEADOWS LLC Service Address: 1227 BRIARWOOD BLVD 8

Service: 100 104 W-USAGE 1 1/2" METER Meter: 71255224

Month	Date	Read		Total	Demand		Reading		Occupant
		Previous	Current	Consumption	Read	Consumption	Flag	Source	
Year : 2024 Total 4									
Apr	04/01/2024	158599	164435	5836			Regular	Hand Held	00
Mar	03/01/2024	139378	158599	19221			Regular	Hand Held	00
Feb	02/01/2024	129469	139378	9909			Regular	Hand Held	00
Jan	01/01/2024	126293	129469	3176			Regular	Hand Held	00
Year : 2023 Total 12									
Dec	12/01/2023	121293	126293	5000			Regular	Hand Held	00
Nov	11/01/2023	117234	121293	4059			Regular	Hand Held	00
Oct	10/01/2023	112296	117234	4938			Regular	Hand Held	00
Sep	09/01/2023	106039	112296	6257			Regular	Hand Held	00
Aug	08/01/2023	98557	106039	7482			Regular	Hand Held	00
Jul	07/01/2023	92269	98557	6288			Regular	Hand Held	00
Jun	06/01/2023	86264	92269	6005			Regular	Hand Held	00
May	05/01/2023	81623	86264	4641			Regular	Hand Held	00
Apr	04/01/2023	77956	81623	3667			Regular	Hand Held	00
Mar	03/01/2023	75517	77956	2439			Regular	Hand Held	00
Feb	02/01/2023	72829	75517	2688			Regular	Hand Held	00
Jan	01/01/2023	69122	72829	3707			Regular	Hand Held	00
Year : 2022 Total 9									
Dec	12/01/2022	66190	69122	2932			Regular	Hand Held	00
Nov	11/01/2022	62820	66190	3370			Regular	Hand Held	00
Oct	10/01/2022	59028	62820	3792			Regular	Hand Held	00
Sep	09/01/2022	52162	59028	6866			Regular	Hand Held	00
Aug	08/01/2022	45152	52162	7010			Regular	Hand Held	00
Jul	07/01/2022	32401	45152	12751			Regular	Hand Held	00
Jun	06/01/2022	17660	32401	14741			Regular	Hand Held	00
May	05/01/2022	13761	17660	3899			Regular	Hand Held	00
Apr	04/01/2022	9215	13761	4546			Regular	Hand Held	00
				Avg 6209					

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 2,439 * +
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Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
04/22/2024	024370	Bill		3/01- 4/01 05/20	696.69		696.69
04/08/2024	024328	Payment	1668868	A 18329		2,015.65	0.00
03/25/2024	024277	Bill		2/01- 3/01 04/15	2,015.65		2,015.65
03/14/2024	024242	Payment	1664918	RG 18292		1,098.05	0.00
02/26/2024	024153	Bill		1/01- 2/01 03/18	1,098.05		1,098.05
02/02/2024	024053	Payment	1658218	RG 18247		420.61	0.00
01/22/2024	024013	Bill		12/01- 1/01 02/19	420.61		420.61
01/04/2024	023956	Payment	1653793	a 18199		595.37	0.00
12/25/2023	023898	Bill		11/01-12/01 01/15	595.37		595.37
12/11/2023	023848	Payment	1649778			505.22	0.00
11/27/2023	023786	Bill		10/01-11/01 12/18	505.22		505.22
11/03/2023	023687	Payment	1643709			589.44	0.00
10/23/2023	023649	Bill		9/01-10/01 11/20	589.44		589.44
10/10/2023	023614	Payment	1639630	18092 BG		715.80	0.00
09/25/2023	023546	Bill		8/01- 9/01 10/16	715.80		715.80
09/13/2023	023501	Payment	1634896			833.15	0.00
08/28/2023	023438	Bill		7/01- 8/01 09/18	833.15		833.15
08/07/2023	023356	Payment	1628644			718.77	0.00
07/24/2023	023314	Bill		6/01- 7/01 08/21	718.77		718.77
07/10/2023	023253	Payment	1623804			691.65	0.00
06/26/2023	023196	Bill		5/01- 6/01 07/17	691.65		691.65
06/02/2023	023115	Payment	1617398	RG 17897		560.97	0.00
05/22/2023	023064	Bill		4/01- 5/01 06/19	560.97		560.97
05/08/2023	023001	Payment	1613719			467.66	0.00
04/24/2023	022925	Bill		3/01- 4/01 05/15	467.66		467.66
04/03/2023	022849	Payment	1606916	A 17797		344.38	0.00
03/27/2023	022823	Bill		2/01- 3/01 04/17	344.38		344.38
03/14/2023	022781	Payment	1603568	A 17781		370.73	0.00
02/27/2023	022704	Bill		1/01- 2/01 03/20	370.73		370.73
02/06/2023	022618	Payment	1597777			454.84	0.00
01/23/2023	022568	Bill		12/01- 1/01 02/20	454.84		454.84
01/09/2023	022511	Payment	1592314			381.69	0.00
12/27/2022	022460	Bill		11/01-12/01 01/16	381.69		381.69
12/14/2022	022425	Payment	1587376	RG 17660		423.28	0.00
11/28/2022	022347	Bill		10/01-11/01 12/19	423.28		423.28
11/10/2022	022307	Payment	1581078	A 17625		462.81	0.00
10/24/2022	022229	Bill		9/01-10/01 11/21	462.81		462.81
10/11/2022	022186	Payment	1573815			750.87	0.00
09/26/2022	022133	Bill		8/01- 9/01 10/17	750.87		750.87
09/09/2022	022060	Payment	1566933			764.36	0.00
08/22/2022	021997	Bill		7/01- 8/01 09/19	764.36		764.36
08/08/2022	021965	Payment	1559302			1,302.32	0.00
07/25/2022	021917	Bill		6/01- 7/01 08/15	1,302.32		1,302.32
07/11/2022	021880	Payment	1551022			1,488.79	0.00
06/27/2022	021842	Bill		5/01- 6/01 07/18	1,488.79		1,488.79
06/09/2022	021802	Payment	1543684			472.84	0.00
05/23/2022	021754	Bill		4/01- 5/01 06/20	472.84		472.84
05/05/2022	021709	Payment	1535124			533.46	0.00



File Edit Options Help Chat



Account Number

Transaction #

Transaction Bill-Recap Bill-Meter Bill-Non-Meter

Type

Revenue Code Amount

Date

Description

G/L Posting Date

Receipt #

Reference

Balance Forward

Amount

Adjustment Code

Packet

R/C	Description	Amount
100	WATER USAGE CHARGE	249.20
110	WATER BILLING CHARGE	12.00
130	WATER FIRE PROTECTION	26.00
210	SEWER USAGE CHARGE	743.18
220	SEWER BILLING CHARGE	49.39
802	WFP-7% SALES TAX	18.28

286.05

Unapplied Total

Exit

Inquiry gos.ksaenz

credit \$508.13



Account Number 291-3320-00 ASPEN MEADOWS LLC

Transaction # 476.0

Transaction Bill-Recap Bill-Meter Bill-Non-Meter

Type Bill

Revenue Code 100 Amount 454.06

Date 3/25/2024

Description WATER USAG

G/L Posting Date 3/22/2024

Receipt #

Reference 2/01- 3/01 4/15

Balance Forward 0.00

Amount 2,015.65

Adjustment Code

Packet 24277

R/C	Description	Amount
100	WATER USAGE CHARGE	454.06
110	WATER BILLING CHARGE	12.00
130	WATER FIRE PROTECTION	26.00
210	SEWER USAGE CHARGE	1,441.58
220	SEWER BILLING CHARGE	49.39
802	WFP-7% SALES TAX	32.62

235.05

Unapplied 0.00 Total 2,015.65

Exit

Credit 1206.53.

Transaction File Maintenance - (Drill Down)



File Edit Options Help Chat



Account Number 291-3320-00 ASPEN MEADOWS LLC

Transaction # 474.0

Transaction Bill-Recap Bill-Meter Bill-Non-Meter

Type Bill

Revenue Code 100 Amount 159.59

Date 4/22/2024

Description WATER USAG

G/L Posting Date 4/22/2024

Receipt #

Reference 3/01- 4/01 5/20

Balance Forward 0.00

Amount 696.69

Adjustment Code

Packet 24370

R/C	Description	Amount
100	WATER USAGE CHARGE	159.59
110	WATER BILLING CHARGE	12.00
130	WATER FIRE PROTECTION	26.00
210	SEWER USAGE CHARGE	437.70
220	SEWER BILLING CHARGE	49.39
802	WFP-7% SALES TAX	12.01

235.15

Unapplied 0.00 Total 696.69

Exit

Inquiry gos.ksaenz

Credit #202.65



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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR CONCEPTUAL DEVELOPMENT ON TWO DRAINAGE PROJECTS AT CARTER ROAD AND LINWAY LAKE
(FILE PATH: "F:\DEPT OF STORMWATER\17_DRAINAGE & ISSUES\COMPLAINTS\2023\LINWAY LAKE\LEGAL")**

DATE: May 9, 2024

In 2023, the Goshen Stormwater Department determined the steps needed to address two existing drainage issues would likely require permitting from state and federal agencies (i.e., Indiana Department of Environmental Management, Indiana Department of Natural Resources, & the U.S. Army Corps of Engineers). The Goshen Stormwater Department reached out to the Abonmarche Group, Inc. for assistance in reaching out to the regulatory agencies and to provide guidance on the required construction to correct the drainage issues.

The first drainage issue is the reoccurrence of a sinkhole above the storm sewer at the west end of the Carter Road Ditch where it flows into the Goshen Dam Pond & Elkhart River. This is the third time the sinkhole has appeared and it is the City's assessment the storm pipe needs to be replaced.

The second drainage issue is the clogging of the culvert at the east end of Linway Lake that allows water to flow to the Elkhart River. Over the past two years the end of the pipe has become covered up by sediment and clogged with sticks and mud due to beaver activity. It is the City's assessment that a control structure needs to be installed to prevent the frequent blockage.

Corrective actions are needed to avoid larger drainage issues in these two areas.

Requested Motion: Approve the Agreement with Abonmarche Group for professional services for the conceptual development of a plan to address existing drainage issues at the Carter Road Ditch and Linway Lake for the Stormwater Department for the cost of \$14,500.

AGREEMENT WITH ABONMARCHE GROUP FOR PROFESSIONAL SERVICES FOR CONCEPTUAL DEVELOPMENT OF THE CARTER ROAD DITCH AND LINWAY PLAZA POND

THIS AGREEMENT is entered into on May 9, 2024, which is the last signature date set forth below, by and between **Abonmarche Group, Inc.** (“Consultant”), whose mailing address is 303 River Race Drive, Unit 206, Goshen, Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Consultant shall provide professional services to investigate two projects at the conceptual level to provide City Staff direction on how to proceed with permitting and construction on the following projects:

Project 1: Carter Road Ditch-

Previously know as the Elkhart township Ditch, this project is located along the north side of Carter Road, south of Witmer Woods, and situated between South Main Street (SR 15) and the Elkhart River. The Carter Road drain consists of an open ditch (about 1,000 feet) and enclosed 54”+/- diameter piping (about 400 feet) at the river discharge. The ditch needs to be cleaned out and dredged, and the existing outfall at the Elkhart River needs to be reconstructed.

Project 2: Linway Plaza Pond-

This project is located behind the existing Linway Plaza buildings on property owned by the City of Goshen that accepts stormwater runoff from the plaza and released water to the Elkhart River. The existing outfall needs to be repaired/replaced.

Details of the Consultants Duties are more particularly described in Consultant’s April 24, 2024 proposal and work plan attached hereto and made a part of this agreement 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.

Section 2. City Duties

City shall provide to Consultant the following:

1. Storm sewer mapping
2. As-built documents, if available
3. Watershed maps
4. Prior applicable permitting, if available
5. Drone imagery of both projects.

Section 3. Effective Date; Anticipated Schedule

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

Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

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

Consultant anticipates the following schedule providing Consultant receives a notice to proceed by May 10, 2024:

Week of May 20, 2024	Kickoff Meeting with City
Week of July 1, 2024	Review Concept Plan with City
Week of July 15, 2024	Agency Coordination – Request Meeting
To Be Determined	Meeting with Agencies

Section 4. Compensation

City agrees to compensate Consultant the sum of Fourteen Thousand Five Hundred Dollars (\$14,500) for performing all Duties.

City agrees that filing, permitting and advertising fees are not included in the compensation and will be paid by Consultant upfront and invoiced to City as a reimbursable expense.

Section 5. Payment

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

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

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

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

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

Section 6. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Contractor or

Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 7. Licensing/Certification Standards

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

Section 8. Independent Contractor

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

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. 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.

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 9. 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 10. Employment Eligibility Verification

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

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

Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and

that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Section 11. 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 12. 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 13. 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 14. Force Majeure

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

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

Section 15. Default

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

It shall be mutually agreed that if Contractor fails to perform the 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

Contractor may also be considered in default by the City if any of the following occur:

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

Section 16. Termination

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.

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

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

Section 17. Notice

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

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

Contractor:
Abonmarche Group, Inc.
Attention: Bradley E. Mosness, PE
303 River Race Drive, Unit 206
Goshen, IN 46526

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 22. Miscellaneous

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

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

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Execute

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

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

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

Abonmarche Group, Inc.

Gina Leichty, Mayor

Bradley E. Mosness, PE, Vice President

Date Signed: _____

Date Signed: _____

April 24, 2024

Mr. Jason Kauffman, CESSWI, MS4CECI
Stormwater Coordinator
City of Goshen Stormwater Department
204 East Jefferson Street
Goshen, IN 46528

RE: **PROPOSAL FOR PROFESSIONAL SERVICES**

Drainage Improvement Projects – Agency Coordination
Carter Road Ditch and Linway Plaza Pond
City of Goshen

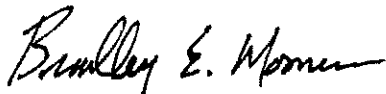
Dear Mr. Kauffman:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional services for the proposed projects referenced above. We have tailored our scope of services based upon our previous meeting and discussion, and the scope of work needed for the project.

This proposal includes our Work Plan, which consists of our Project Understanding, Scope of Services, and Fees for Services. I will be the Project Manager and primary contact for this project. I can be reached in the office at (574) 314-1024, and by email at bmosness@abonmarche.com.

We appreciate the opportunity to submit our proposal and look forward to working with you and the City of Goshen on this project. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President / Goshen Office Director

WORK PLAN

PROJECT UNDERSTANDING

This proposal includes investigating the following two projects at the conceptual level to provide City Staff direction on how to proceed with permitting and construction.

Project #1: Carter Road Ditch – previously known as the Elkhart Township Ditch, this project is located along the north side of Carter Road, south of Witmer Woods, and situated between South Main Street (SR 15) and the Elkhart River. The Carter Road drain consists of an open ditch (about 1,000 feet) and enclosed 54"± diameter piping (about 400 feet) at the river discharge. The ditch needs to be cleaned out and dredged, and the existing outfall at the Elkhart River needs to be reconstructed.

Project #2: Linway Plaza Pond – this project is located behind the existing Linway Plaza buildings on property owned by the City of Goshen that accepts stormwater runoff from the plaza and releases water to the Elkhart River. The existing outfall needs to be repaired / replaced.

To perform cleaning and dredging maintenance and to reconstruct both outfalls, permits are anticipated from Local, State, and Federal Agencies, including but not limited to, Elkhart County Drainage Board, Indiana Department of Natural Resources (DNR), Indiana Department of Environmental Management (IDEM), and the U.S. Army Corps of Engineers.

- With the Carter Road Ditch proximity to the Elkhart River and the ditch not being mapped through the flood program, it is not known if modeling will be required and to what extent.
- With Linway Plaza Pond being located in the regulatory floodway, all construction will require permitting.
- A pre-application meeting shall be scheduled with the above-mentioned agencies to discuss both proposed projects, permitting, modeling requirements if needed, and construction.

Other major objectives for both projects include:

Project #1: Carter Road Ditch – Dredging and Outfall Reconstruction

1. Since the last maintenance in 2008, there are several large trees growing within the banks and bottom that need to be cut flush and removed, and sediment deposition at the east end of the ditch removed.
2. At the riverbank outfall, the City previously fixed two sinkholes and collapsed piping but another sinkhole and pipe collapse have recently been discovered. The City would like to replace and reconstruct the entire outfall at the riverbank which is anticipated to include removing and replacing a segment or two of pipe upstream.
3. Challenges at the existing outfall include:
 - a. The outfall is submerged about halfway, and it is anticipated a coffer dam is needed to hold water back from the work zone.



- b. There is significant flow during rainfall events, so existing flows will need to be managed during construction.
- c. With the sinkhole and significant settlement of the adjacent area, a headwall or permanent riverbank reinforcement will need evaluated for the new outfall.
- d. The existing outfall is adjacent to a large stump and large birch tree that will may need removed to reshape and stabilize/reinforce the riverbank.
- e. There is limited space for construction due to the proximity of an existing residential home and landscaping.

Project #2: Linway Plaza Pond – Outfall Reconstruction

1. The existing outfall requires repair / replacement to better release stormwater from the pond and the outfall pipe may need to be replaced to the river.
2. Preliminary drainage calculations shall be performed to conceptually size the release opening and to evaluate the downstream pipe size.
3. The majority of the pond is located within the regulatory floodway, so discussion with governing agencies is needed.

SCOPE OF SERVICES

We have tailored our scope of services pursuant to our discussions with you and our current understanding of the project. A brief listing of services we expect to deliver for this type of project are listed below.

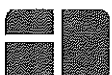
Task #1: Concept Plan / Discuss with Agencies

This task includes preparing a concept plan using available GIS, aerial imagery, and available as-built information to identify proposed dredging and reconstruction of the existing outfall of the Carter Road Ditch and the reconstruction of the existing outfall of Linway Plaza Pond.

This task involves coordinating with City staff on the existing upstream storm sewer, reviewing available City records, and determining the existing watershed to review with the DNR. This task also includes requesting eFARAs from the DNR, and preparing supporting information of each project to identify the existing/estimated watershed using available GIS and City records, and the anticipated work to be performed within the project limits and regulatory floodway.

From our prior meeting with City Engineering, we agree that drone imagery performed by City Staff on both sites would be beneficial to include with the supporting information.

A pre-application meeting either in-person or virtual shall be coordinated with the DNR, IDEM, Army Corps of Engineers, City of Goshen, and the Elkhart County Surveyor's Office to discuss the projects, determine permitting requirements, and if drainage modeling is needed. After the meeting, we will prepare and distribute the minutes of the meeting.



FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount for each task listed below. All services below are firm for 90 days. If not completed within one year, Abonmarche reserves the right to adjust all uncompleted items for cost-of-living increase. Please note the below costs do not include filing, permitting, and advertising fees. These fees shall be paid by Abonmarche and invoiced as a reimbursable expense to the client.

Task #1	Concept Plan / Discuss with Agencies	
	Carter Road Ditch Dredging and Outfall	\$ 9,000
	Linway Plaza Pond Outfall	\$ 5,500
<hr/>		
TOTAL:	\$ 14,500 (Lump Sum)

ANTICIPATED SCHEDULE

If a Notice to Proceed is furnished on May 10, 2024, ABONMARCHE shall proceed with the below project schedule.

Week of May 20, 2024	Kickoff Meeting with City
Week of July 1, 2024	Review Concept Plan with City
Week of July 15, 2024	Agency Coordination – Request Meeting
To Be Determined	Meeting with Agencies

INFORMATION TO BE PROVIDED BY CITY

1. Storm Sewer Mapping
2. As-Built Documents, if available
3. Watershed Maps
4. Prior Applicable Permitting, if available
5. Drone Imagery of Both Projects

ADDITIONAL SERVICES OFFERED BY ABONMARCHE

1. Detailed Survey Services - Boundary / Route Survey / Topographic Survey
2. Drainage Modeling, If Required
3. Construction Documents and Permitting
4. Bid Phase Services
5. Construction Phase Services
6. Habitat Mitigation / Monitoring Plan, If Required





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering Department

RE: **JOHNSTON STREET, HACKETT ROAD, AND HICKORY STREET
TOPOGRAPHICAL SURVEY RECOMMENDATIONS
(JN: 2024-0002)**

DATE: May 9, 2024

On May 2, 2024, we received a proposal for Topographical Survey for Johnston Street, Hackett Road, and Hickory Street. Following is the result:

Abonmarche Group, Inc. - \$12,900.00

The Engineering Department is requesting the Board of Public Works and Safety award the contract to Abonmarche Group, Inc. as the lowest responsive and responsible quoter.

Requested Motion: Approve the Agreement with Abonmarche Group, Inc. for Topographical Survey in the amount of \$12,900.00.

**AGREEMENT WITH ABONMARCHE GROUP FOR PROFESSIONAL
TOPOGRAPHICAL SURVEYING SERVICES OF JOHNSTON STREET
HACKETT ROAD, AND HICKORY STREET**

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

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

Section 1. Contractor Duties

Consultant shall provide professional topographical surveying services of Johnston Street, Hackett Road, and Hickory Street which services are more particularly described in Consultant’s May 2, 2024 proposal and work plan attached and made a part of 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.

Section 2. Effective Date; Term

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

Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Consultant anticipates the topographical surveys for Johnston Street and Hackett Road to be completed in approximately four (4) weeks after notice to proceed. Consultant anticipates the topographical surveys for Hickory Street to be completed approximately three (3) weeks after Johnston Street and Hackett Road are completed.

Section 3. Compensation

City agrees to compensate Consultant the sum of Twelve Thousand Nine Hundred Dollars (\$12,900) for performing all Duties.

Section 4. Payment

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

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

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

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

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

Section 5. Ownership of Documents

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

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. 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.

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

Section 8. Non-Discrimination

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

because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

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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.

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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.
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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.

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

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

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

Abonmarche Group, Inc.

Gina Leichty, Mayor

Bradley E. Mosness, PE, Vice President

Date Signed: _____

Date Signed: _____

May 2, 2024

Mr. Jason Hoffman, Technician
City of Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528-3405

RE: **PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES**

Topographic Surveys – Johnston Street and Hickory Street
City of Goshen, Indiana

Dear Mr. Hoffman:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional surveying services for Johnston Street and Hackett Road, and Hickory Street. We have tailored our scope of services based upon your email correspondence request dated April 22, 2024.

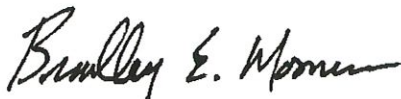
This proposal includes our Work Plan, which consists of our Scope of Services, Fees for Services, and Anticipated Schedule.

I will be the primary contact and can be reached at the office at (574) 314-1024 or by email at bmosness@abonmarche.com.

We appreciate the opportunity to submit our proposal and look forward to working with you. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President / Goshen Office Director

WORK PLAN

PROJECT UNDERSTANDING

The City of Goshen's current need is to obtain topographic surveys of the following locations:

1. **Johnston Street and Hackett Road** – perform a full topographic survey of the existing right-of-way for City Staff to design pavement replacement and perforated drains to intercept high groundwater for the 2024 pavement package.
 - a. Johnston Street = 400± feet
 - b. Hackett Road = 800± feet
2. **Hickory Street** – perform a topographic survey of the existing right-of-way and 10 feet beyond between Summer Street and Riverside Boulevard for City Staff to design a water main replacement and services. The survey shall include locating the existing home fronts, landscaping and trees in front of the homes, and existing roadway features.
 - a. 650± feet plus 25 feet each intersection street (9 total)

SCOPE OF SERVICES

We have tailored our scope of services based upon your survey request, and our experience with these types of surveys. A brief listing of services we expect to deliver are listed below.

Task #1: Topographic Surveys

This task includes performing topographic surveys of the requested locations, which are anticipated to include locations of pavements, curbs, sidewalks, drives, walls, pavement markings, surface utility information, rim and pipe inverts for inlets/manholes, cross-sections every 25 feet, identify and label existing surface types, existing right-of-way from record information, adjacent parcel lines based on record information, and label adjacent property addresses. Prior to starting the field survey, utility locates shall be requested through INDIANA 811.

Horizontal Control

State Plane Indiana East (US Feet).

Provide copies of horizontal control field notes with witness ties.

Set temporary control points with ½" rebar and cap.

Vertical Control

NAVD 1988 Datum.

Establish minimum (2) benchmarks.



FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount listed below unless a supplement is executed by the parties which increases the maximum amount payable. All services below are firm for 90 days.

Task #1 Topographic Surveys	
Johnston Street and Hackett Road	\$ 7,500
Hickory Street	\$ 5,400
<hr/>	
TOTAL LUMP SUM:	\$ 12,900

ANTICIPATED PROJECT TIMELINE

If a Notice to Proceed is received by May 3, 2024, ABONMARCHE proposes the following schedule. **(weather permitting and subject to utility locates)**

Johnston Street and Hackett Road – 4 weeks after May 3

Hickory Street – 3 weeks after Johnston Street and Hackett Road survey is submitted

DELIVERABLES

- Survey field notes.
- Inlets/Manholes – survey field notes (structure number to use point number from survey, include rim, invert, material, and size of any pipe inside the structure, along with the bottom elevation of the structure).
- Electronic processed .txt file from survey (points).
- Copy of bench loop notes and horizontal control.
- Copy of any deeds, plats, and easements.
- Email completed survey to City in AutoCAD Civil 3D 2019 or better, but not to exceed AutoCAD Civil 3D 2022.
- No custom line types.
- One hard copy.
- A copy of the consultants AutoCAD *.ctb file to allow the City to reproduce plotted line weights.
- Legend for the consultant's line types and symbols.
- TIN file with generated contours and labels.

INFORMATION TO BE PROVIDED BY CITY, IF AVAILABLE

1. Existing surveys, if available
2. Existing Construction Records, if available
3. Existing Right-of-Way Records, if available
4. Existing sanitary lateral and water service cards
5. Field locates of existing City utilities (sanitary/water)





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **COMMUNITY CROSSINGS MATCHING GRANT AGREEMENT
(JN: 2024-0002)**

DATE: May 6, 2024

The city of Goshen is a 2024 recipient of \$1.5 million in Community Crossings Matching Grant funds. These funds will be matched with the \$1.5 million in local funds to improve roadways within our community.

A draft agreement was provided by the Indiana Department of Transportation (INDOT) and reviewed by Goshen Legal. A copy of the draft agreement is attached but should not be signed. The final agreement will be sent by INDOT electronically to the Mayor for the Mayor's signature.

The Board of Works and Safety is requested to accept the CCMG award and authorize the Mayor to sign the agreement electronically once received.

Requested Motion: Move to accept the \$1.5 million Community Crossing Matching Grant award and authorize the Mayor to sign the state's electronic agreement once received.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee but shall be redistributed as all other funds under Indiana Code ch. 8-23-30.

5. Grant Funding. Pursuant to Ind. Code ch. 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code ch. 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1.5 million**. The maximum amount of state funds allocated to the Project is **\$1,500,000.00**. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1.5 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.

The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used, or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a

veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N758-LPA
Indianapolis, IN 46204
E-mail: indotparmpa@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N Senate Avenue, Room N758-Legal
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

Daniel Heflin
Fort Wayne District
5333 Hatfield Road
Fort Wayne, IN 46808
Email: dheflin@indot.in.gov

C. Notices to the Grantee shall be sent to:

City of Goshen
ATTN: Gina Leichty
204 East Jefferson Street
Goshen, IN 46528
Email: mayor@goshencity.com

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order

05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member, or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY OF GOSHEN

Indiana Department of Transportation

By: _____

By: _____

Title: _____

(for) Michael Smith, Commissioner

Date: _____

Date: _____

Electronically Approved by:
Department of Administration

Electronically Approved by:
State Budget Agency

By: (for) Rebecca Holwerda, Commissioner

By: (for) Joseph M. Habig, Acting State Budget Director

Approved as to Form and Legality:
Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on April 11, 2024. FA 24-16

This instrument was prepared by the undersigned attorney:
Kirstie Andersen, #20005-49

**ATTACHMENT A
PROJECT DESCRIPTION**

Des. No.: **2400228**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Pavement Replacement**

Location:

Route Name	From	To
INDIANA AVE	PIKE ST	CHICAGO AVE
WILDEN AVE	ELKHART RIVER BRIDGE NBI 200016	ROCK RUN CREEK BRIDGE NBI 2000178
KEYSTONE DR	Lincolnway East	Dierdorff Road
ASBURN DR	Keystone Dr	Berkshire Dr
BERKSHIRE DR	Ashburn Dr	Dierdorff Rd
KERCHER RD	U.S. 33	City Limits
JOHNSTON ST	State Road 15	Michigan Ave
MAYFLOWER PL	Westwood Rd	High Park Ave
HIGHPARK AVE	State Road 15	Mayflower Pl
SILVERWOOD LN	Lincoln Ave	Berkey Ave

Application ID: **13259**

A general scope/description of the Project is as follows:

Project will consist of complete roadway reconstruction on Indiana Avenue including full-depth pavement replacement, curb and gutter, and ADA curb ramps. Project will also consist of milling and paving to restore asphalt surfaces on Wilden Avenue, Keystone Drive, Ashburn Drive, Berkshire Drive, High Park Avenue, Mayflower Place, and Kercher Road, including curb and gutter repairs and ADA curb ramps. Lastly, the project will also consist of a combination of full-depth pavement replacement with milling and paving on Johnston Street and Silverwood Lane including curb and gutter repairs and ADA curb ramps. The estimated date of bid for the project is subject to announcement of grant awards.

The maximum amount of state funds allocated to the Project is \$1,500,000.00.

ATTACHMENT B
AWARD LETTER

	INDIANA DEPARTMENT OF TRANSPORTATION	
	100 North Senate Avenue Room N758 Indianapolis, Indiana 46204	PHONE: (855) 463-6848 Eric Holcomb, Governor Michael Smith, Commissioner

April 10, 2024

City of Goshen
Gina Leichty
204 East Jefferson Street
Goshen, IN 46528

RE: Community Crossing Matching Grant Fund 2024-1 Award Letter

Dear Gina Leichty:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2024-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
13259	\$1,500,000.00	All
TOTAL	\$1,500,000.00	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Daniel Heflin, (260) 396-2232 or dheflin@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,



Director of Local Programs
Indiana Department of Transportation



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
POPEYES – GOSHEN, INDIANA (JN: 2023-2031)**

DATE: May 9, 2024

The developer of Popeyes – Goshen, Indiana, affecting one (1) or more acres of land and located at 1106 W Pike Street, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, “Uniform Requirements for Post-Construction Stormwater Management.”

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Popeyes – Goshen, Indiana, as it has been found to meet the requirements of City Ordinance 4329.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

May 6, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Review Hearing - 702 N. 6th Street

The Board held an unsafe building hearing for this property on February 8, 2024. At the conclusion of the hearing, the Board determined the building was unsafe and warranted demolition; however, because an auction/sale of the property had recently occurred and the new prospective owner demonstrated a willingness to make repairs, the Board ordered the new property owner to either make substantial progress on repairs or to demolish the property within ninety (90) days. A copy of the Board's Record of Action and Continuous Enforcement Action issued following the February 8, 2024 hearing is included.

The Board's Order set the matter for a review hearing for May 9, 2024. The Legal Department sent the Order, with notice of the hearing, to the new property owners via certified mail and has received confirmation of delivery.

The purpose of the Board's hearing is to determine if there has been reasonable attempts to comply with the February 8, 2024 Order. Depending on the Board's findings, it could take the following actions:

- If the Board finds there has been substantial progress made, the Board could do either of the following:
 - Issue no new order but continue the hearing until a later date; or
 - Issue an order requiring repairs to be fully completed by a certain date, with a review hearing
- If the Board finds there has not been substantial progress made and there has been a willful failure to comply, the Board may issue a civil penalty up to \$5,000.
 - If the Board issues a civil penalty, it may hold the fine in abeyance and set a date for the property to complete repairs/make progress to avoid entry of the penalty.

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

February 8, 2024

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

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

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

Property Legal Description: see Attached Exhibit A

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

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

Section 1. Background

The Order of the City of Goshen Building Commissioner dated November 1, 2023 (hereinafter "Order") concerning the real estate located at 702 North Sixth Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on February 8, 2024, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said Order requiring:

Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before December 1, 2023.

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

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

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

Section 2. Findings

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

A. Service of Process

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

B. Code Violations

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

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

C. Unsafe Building

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

D. Remedial Action.

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

- Warrant demolition of the unsafe building. In its present condition, the unsafe building at the Real Estate is unfit for human habitation, occupancy, or use, and

conditions exist to the extent that life, property, and safety of the public is threatened. Specifically,

- Cracks and holes in foundation, area of failing block foundation
 - Collapsing ceilings
 - Leaking roof, resulting in continued water damage
 - Damaged electrical system and continued neglect
- Cannot be repaired cost effectively and/or the property owner(s) of record and/or substantial property interest(s) of record have failed to demonstrate a willingness or intention to repair the unsafe building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
- Can be repaired cost effectively and the property owner(s) of record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, therefore the option of repair may effectively correct the conditions considered to be a danger to the public.

Section 3. Hearing Authority Order.

A. Action on Building Commissioner Order

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

- Affirmed. The Unsafe Building at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded
- Modified as follows:
 - The Hearing Authority hereby ORDERS the property owner and/or the substantial property interest(s) of record to either substantially repair the unsafe buildings identified in Sections 1 and 2 at the property identified on the attached Exhibit A or to demolish said unsafe buildings and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition to be completed on or before May 8, 2024
 - The Hearing Authority further ORDERS that there will be a review hearing to determine compliance with this Continuous Enforcement Order held before the Goshen Board of Public Works and Safety on **Thursday, May 9, 2024.**

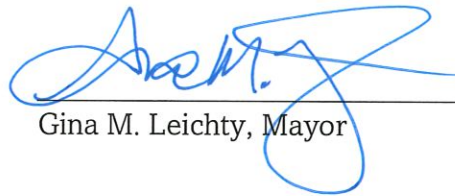
You are entitled to appeal these findings of facts and this Order to the Elkhart Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified time, then your right to appeal will be forfeited.

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

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety is issued on February 8, 2024.

City of Goshen Board of Public Work and Safety

By:



Gina M. Leichthy, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichthy, Mayor, and acknowledged execution of the foregoing Order on February 8, 2024

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



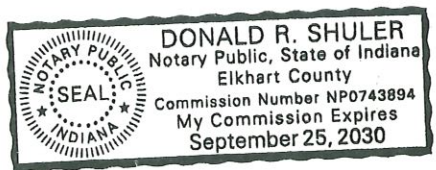
Notary Public

EXHIBIT A

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

Lots Numbered Thirty-two (32) Thirty-three (33) and Thirty-four (34) in Wilden's Addition to the City of Goshen, Indiana.

Certificate of Service

The undersigned hereby certifies that the foregoing Record of Action and Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated February 8, 2024, for the premises at 702 North Sixth Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on February 9, 2024

Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Gabriel Camarena
988 E. Beer Road
Milford, Indiana 46542

Nicolas Camarena
703 W 1250 N
Milford, Indiana 46542



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

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

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



CITY OF GOSHEN 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

May 6, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Review Hearing – 111 S. 29th Street

The Board held an unsafe building hearing for this property on February 8, 2024. At the conclusion of the hearing, the Board determined the building was unsafe and warranted demolition; however, because an auction/sale of the property had recently occurred and the new prospective owner demonstrated a willingness to make repairs, the Board ordered the new property owner to either make substantial progress on repairs or to demolish the property within ninety (90) days. A copy of the Board's Record of Action and Continuous Enforcement Action issued following the February 8, 2024 hearing is included.

The Board's Order set the matter for a review hearing for May 9, 2024. The Legal Department sent the Order, with notice of the hearing, to the new property owners via certified mail and has received confirmation of delivery.

The purpose of the Board's hearing is to determine if there has been reasonable attempts to comply with the February 8, 2024 Order. Depending on the Board's findings, it could take the following actions:

- If the Board finds there has been substantial progress made, the Board could do either of the following:
 - Issue no new order but continue the hearing until a later date; or
 - Issue an order requiring repairs to be fully completed by a certain date, with a review hearing
- If the Board finds there has not been substantial progress made and there has been a willful failure to comply, the Board may issue a civil penalty up to \$5,000.
 - If the Board issues a civil penalty, it may hold the fine in abeyance and set a date for the property to complete repairs/make progress to avoid entry of the penalty.

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

February 8, 2024

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

Eduardo Pizana
401 W. Oakridge Avenue
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code

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

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

Property Legal Description: see Attached Exhibit A

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

Substantial property of interest of record: Eduardo Pizana

Section 1. Background

The Order of the City of Goshen Building Commissioner dated November 3, 2023 (hereinafter "Order") concerning the real estate located at 111 South 29th Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on February 8, 2024, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said Order requiring:

Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before December 1, 2023.

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

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

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

Section 2. Findings

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

A. Service of Process

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

B. Code Violations

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

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

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

C. Unsafe Building

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

D. Remedial Action.

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

- Warrant demolition of the unsafe building. In its present condition, the unsafe building at the Real Estate is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, property, and safety of the public is threatened. Specifically,
 - Areas of the foundation with large holes, parts of the foundation wall beginning to collapse
 - Roof is leaking, areas of soffit have collapsed
 - Collapsing ceilings
 - Areas of floor beginning to collapse
 - General neglect and continued deterioration
- Cannot be repaired cost effectively and/or the property owner(s) of record and/or substantial property interest(s) of record have failed to demonstrate a willingness or intention to repair the unsafe building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
- Can be repaired cost effectively and the property owner(s) of record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, therefore the option of repair may effectively correct the conditions considered to be a danger to the public.

Section 3. Hearing Authority Order.

A. Action on Building Commissioner Order

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

- Affirmed. The Unsafe Building at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded
- Modified as follows:
 - The Hearing Authority hereby ORDERS the property owner and/or the substantial property interest(s) of record to either substantially repair the unsafe buildings identified in Sections 1 and 2 at the property identified on the attached Exhibit A or to demolish said unsafe buildings and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition to be completed on or before May 3, 2024
 - The Hearing Authority further ORDERS that there will be a review hearing to determine compliance with this Continuous Enforcement Order held before the Goshen Board of Public Works and Safety on **Thursday, May 9, 2024.**

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

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

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety is issued on February 8, 2024.

City of Goshen Board of Public Work and Safety

By: 
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on February 8, 2024

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



Notary Public

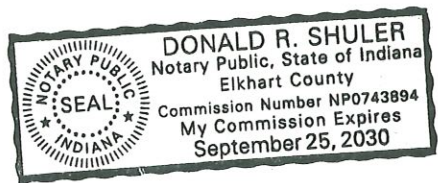


EXHIBIT A

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

Certificate of Service

The undersigned hereby certifies that the foregoing Record of Action and Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated February 8, 2024, for the premises at 111 South 29th Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on February 9, 2024

Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Eduardo Pizana
401 W. Oakridge Avenue
Goshen, Indiana 46528



Donald R. Shuler, #26587-71
Assistant City Attorney
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This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

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