



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE MAY 23, 2024 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mike Landis, Orv Myers, Mary Nichols and Barb Swartley

Absent: Mayor Gina Leichty

CALL TO ORDER: Acting Chair Mike Landis called the meeting to order at 4:02 p.m. He said Mayor Leichty was unavailable but might arrive later and he would preside in the meantime.

REVIEW/APPROVE MINUTES: Chair Landis presented the minutes of the May 9, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member Orv Myers. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Chair Landis presented the agenda as presented by the Clerk-Treasurer. Board member Nichols moved to approve the agenda presented. Board member Myers seconded the motion. Motion passed 4-0.

1) Open sealed bids: Replacement beds for a single-axle and tandem-axle truck

On behalf of the City Street Department and Central Garage, the Board was tasked with opening sealed bids submitted to the City for replacement beds for a single-axle and tandem-axle truck.

All bids were due to be submitted to the Clerk-Treasurer's Office by 3:45 p.m. on May 23, 2024 or by 4 p.m. of the date of the meeting at the City Court Room/Council Chamber.

Chair Landis announced that two companies submitted these bids:

- Lindco Equipment Sales (a division of Viking-Cives Group), Merrillville, Indiana: Single Axle, \$52,055; Tandem Axle, \$59,495. Total: \$111,450.
- W.A. Jones Truck Bodies and Equipment of Columbia City, Indiana: Single Axle, \$41,985; Tandem Axle, \$49,682. Total: \$91,667.

Nichols/Myers made a motion that the bids be referred to the City Legal Department for review. The motion passed 4-0.

2) Ancon Construction Co. request: Approve a lane restriction adjacent to 2121 and 2119 West Wilden Avenue, May 28-May 30, 2024, for the repair of a road cut completed in December

Doug VonGutnen, President of Ancon Construction Co., asked for an eastbound lane restriction from Tuesday, May 28 through Thursday, May 30 for the repair of a road cut at 2121 and 2119 West Wilden Avenue.

VonGutnen said his company will be removing and placing the temporary road patch that was completed in December 2023 for a water tap. He said the work will require work in the eastbound lane of Wilden Avenue.

VonGutnen indicated that the work should be completed in two working days and Wilden re-opened, but due to unknown weather conditions, he was requesting a longer time frame. He said the company will provide the necessary traffic control measures to provide a safe working environment and safety for vehicles on Wilden Avenue.

Nichols/Myers made a motion to approve the eastbound lane restriction on Wilden Avenue, from Tuesday, May 28 through Thursday, May 30, contingent on working out a traffic plan with the City. Motion passed 4-0.

3) Steven Deranek request: Approval of a gravel parking pad at 306 Hawthorne Drive

Steven Deranek told the Board that he wants to put a parking pad next to the driveway of his home at 306 Hawthorne Drive.



Deranek said was asking to install stone instead of cement in case the utility company would need to do work on a utility easement under the pad area.

Deranek indicated that there are three other homes that have stones along their driveways or beside their homes in his subdivision – at 509 Danbury Drive and 507 and 609 Lexington Drive. He added that he will be having the work done by a professional landscaping company so that the outcome is professional and looks good.

City Assistant Planning & Zoning Administrator Rossa Deegan said elements of the request will require approval by the City Board of Zoning Appeals and those will be heard on May 28, 2024. He said those requests will include encroachments on the front and side yard for this parking area, which has been requested to accommodate a boat and its trailer. There also is a requirement that the boat and trailer must be parked behind the front wall of the home, and there is not space to do so.

Deegan said two of the three neighborhood homes with gravel driveways were not approved by the City. Deegan added that dozens of driveways in that neighborhood are concrete. He added that if the parking pad is approved by the Board of Zoning Appeals, City staff will recommend that it only be approved on the condition that it be removed when it is no longer needed.

Board member Swartley asked if **Deranek** had read the subdivision ordinance and whether a front yard parking area for a boat trailer was desired. **Deranek** said he was unaware there was a subdivision ordinance. **Deegan** said the subdivision's Planned Use Development didn't have a provision barring boat trailers.

Board member Landis asked if **Deranek** would consider installing pavers instead of gravel. **Deranek** said he wouldn't have a problem doing that, noting that he originally wanted to install concrete.

Board member Landis said he was concerned about setting a precedent for the neighborhood by approving a gravel parking area. In response to a question from **Board member Swartley**, **Deranek** said he has discussed the request with his neighbors and none have objected.

In response to a question about the action the Board could take, **City Attorney Bodie Stegelmann** said the Board could either approve or deny a gravel driveway, adding that pavers were considered a solid surface.

In response to a statement from **Board member Landis** about pavers being allowed if the Board of Zoning Appeals approved the related requests, **Deegan** said that could be possible depending on the type of pavers used.

After further clarifying remarks by Board members, Nichols/Myers made a motion to deny a gravel parking pad at 306 Hawthorne Drive. Motion passed 4-0.

4) West Goshen Neighborhood Association request: At the discounted rate, approve use of a City dump trailer, Saturday, June 22, 2024, for the neighborhood's Clean up Day

On behalf of the West Goshen Neighborhood Association (WGNA), **Rachel Mercado** submitted a written request for a trash trailer for its annual Neighborhood Clean-up Day, scheduled for Saturday, June 2, 2024. She also requested the lowered fee of \$37.50 offered to neighborhood associations for this service.

Clerk-Treasurer Aguirre said he had just received a text message that **Mercado** could not be present because of an emergency. However, Aguirre said the same request was approved last year and he suggested that approval be granted on the condition that the neighborhood apply for the use of the trailer before an upcoming price increase.

In her written request, **Mercado**, who serves as president of the association, indicated that the trailer will serve as a vital resource for the neighborhood's clean-up event at Bakersfield Park, where the Goshen Street Department has provided a scheduled trailer in past years. She added that WGNA volunteers will be on hand to ensure compliance with county landfill regulations, preventing the dumping of prohibited items.

Nichols/Myers moved that the West Goshen Neighborhood Association be approved for a trash trailer, at the City's discounted rate of \$37.50, for its annual Neighborhood Clean-up Day on June 2, 2024 contingent on an application being made on time. Motion passed 4-0.



5) Evan Miller/AG Holdings, LLC request: Approve waiver from the Subdivision Drainage Plan Requirements/Drainage Policy Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance on a 2-Lot subdivision to place the land into a conservancy

Evan J. Miller, Vice President of AG Holdings LLC, asked for a waiver from a City Engineering Department requirement for the development of a drainage plan for a proposed two-lot subdivision.

BACKGROUND:

In a memorandum to the Board, **Miller** wrote that he was working with Abonmarche Consultants on a two-lot subdivision to separate a wooded area from the building and parking lot so the land can be placed into a conservancy with Wood Land Lakes and to pass ownership to Trees for Goshen.

While the proposal was going through the technical review process with the City for the proposed subdivision, **Miller** wrote that it was determined that the property does not meet the City's drainage standards. As a result, the subdivision plat could not be advanced and approved. The technical review committee advised that the applicant's only option was to petition the Board of Public Works & Safety for relief or a waiver from the Subdivision Drainage Plan requirement.

Miller wrote that he was not planning any improvements to the property with the subdivision, and his reason for the subdivision was strictly to create a separate lot for the wooded area.

Miller wrote that in 1992, Hertzler Systems began leasing the property at 2312 Eisenhower Drive from Hoogenboom Nafziger Realty (HNR). HNR built a 10,000 square foot building on the north half of the property. The south half of the property was undeveloped scrub brush. In about 2003, the two primary shareholders of Hertzler Systems, Evan and Byron, formed a new LLC (AG Holdings - AGH) and purchased the property from HNR.

In 2009, **Miller** wrote that Hertzler Systems planted approximately 450 first-year seedling trees on about one acre, on the south half of the property. In the 14 years since they were planted, the 450 trees have reached significant size. Concurrently, **Miller** wrote the owners are making decisions about the woods that have long-term consequences. A one-acre plot will support 30 to 40 mature trees and the woods have to be actively managed to decide which 30 or 40 trees endure. Red oak trees (one of the four original species) could live for a couple hundred years, so the decisions made now could reach 200 or 300 years into the future, **Miller** wrote.

Miller wrote that the owners were highly motivated to see these woods reach full maturity and benefit future generations. They have initiated conversations with Wood Land Lakes land conservancy, and with Trees for Goshen, a 501c3 corporation. They want to pass ownership for the woods to Trees for Goshen, and to place the land in a conservancy with Wood Land Lakes. In order to accomplish this, the property must be subdivided into two lots.

Miller wrote that the current issue is that the property was developed in the early 1990s, and the requirements for managing storm water drainage have significantly increased in recent years. The current building and parking lot would not be approved under current standards. This means that the property cannot be subdivided and comply with current storm water drainage standards.

Miller requested that the Board of Public Works and Safety exempt Red Oak Subdivision from compliance with current stormwater drainage standards. This will permit the owners to establish a conservation easement with Wood Land Lakes and gift the parcel to Trees for Goshen for management.

Miller wrote that he was appealing the City's decision based on the following points:

- In the 32 years that this building has been in place there have never been drainage issues, including the years before the trees were planted on the property.
 - This parcel is sandy and drains well.
 - The current dry wells in the parking lot have functioned well over the years and do not have standing water in them.
 - The owners have never observed standing water on the grass areas and in the retention depression that is located in the wooded area.
 - There were no drainage issues on the property during the 2018 "100-year flood."



- Mature hardwood trees are superb collectors of rainwater.
- The City's current Drainage Policy doesn't fit the property well for the lawns and woods due to the policy having a higher coefficient for calculating drainage capacity. When reviewing other published sources such as from Elkhart County Highway and Purdue University, the coefficient is much less (2/3 less) for these areas.
- The project is consistent with Goshen's 45 by 45 tree canopy goal and is a very real demonstration project of the benefit of tree canopy for managing rainwater.
- Notwithstanding the demonstration nature of this project, it is unique and therefore does not establish any precedence for variance from the drain water ordinance
- The proposed subdivision is designed to preserve space to ensure the ecological and economic benefits provided by this land of trees are carried forward to future generations.

Miller concluded his memo by stating: "We hope this project may inspire other individuals or organizations to plant more trees and help the City reach its tree canopy goal. Environmental sustainability is a very real problem every community is facing and this project is a creative, forward-thinking contribution to solving the problem. By itself, it is a very small contribution – a drop in the bucket if you will. But it helps the City manage storm water, not hinder it."

Miller provided letters of support from Mike Yoder, President of the Wood Land Lakes RC&D Land Trust and Jonathan Corbin, Board Chair of Trees for Goshen.

DISCUSSION AND OUTCOME OF BOARD OF PUBLIC CONSIDERATION ON MAY 23, 2024:

Miller outlined the background and context of his request, as detailed in his memorandum to the Board. He said that in consultation with the City Forester, he and his partner planted 450 trees on the one-acre industrial property in 2009. He said today they have a diverse forest with white pine, red oak, tulip poplar and black cherry trees as well as some persimmon and paw paw trees.

Miller said he has learned that the one-acre parcel will support 20-30 mature trees, so many of the current trees will need to be removed. To ensure the trees will get appropriate care, **Miller** said he wants to leave the trees to the long-term care of the Wood Land Lakes RC&D Land Trust and Trees for Goshen.

Miller said that in order to subdivide the current property and leave behind the land for a tree conservancy now requires a higher drainage plan requirement than when the land was acquired. He said that the land can handle the current stormwater on site, a drainage plan was not necessary and he requested a waiver.

City Director of Public Works & Utilities Dustin Sailor said he has been involved in a review of this proposed two-parcel subdivision. He said he cannot state that it meets the City's drainage policy, adding that the parcels cannot meet the requirement to hold a three-inch rainfall on the property.

Sailor said the City Engineering Department doesn't necessary want to block the proposed subdivision plat and there is no record of drainage issues on the parcels. However, he said that the developed portion of the property doesn't have adequate stormwater drainage and any further development on that site would either have to be denied or another exemption would have to be granted.

In response to questions from **Board member Landis**, **Sailor** confirmed that **Miller** is proposing to use the new parcel as a permanent tree preserve. He also commented on the current drainage on the property and what could be done on the adjoining parcel to improve the drainage.

Aaron Sawatsky Kingsley, Director of the City Department of Environmental Resilience, said he was in a tricky position because he respects the City's stormwater requirements but also is an advocate for more tree planting. He said more trees and better stormwater control are often compatible. He added that this was a unique situation.

Andrea Milne, an urban planner with Abonmarche Goshen, said **Miller** is not requesting any land improvements but only wants to subdivide the land. She said no changes will be made to the property. She added that the parcels have not had any past drainage issues.

In response to a question from **Board member Landis**, **Sailor** said the wooded portion of the property helps with drainage, but the developed portion is of concern because it doesn't meet drainage requirements.



Board member Landis asked if a condition for approval be placed absolving the City of responsibility if there are future drainage issues on the parcels. **City Attorney Bodie Stegelmann** said it wouldn't hurt to include that provision that the City will take no responsibility if there are future drainage issues on the developed parcel.

Board member Swartley said she liked the idea of indemnifying the City if there are future drainage issues. **Sailor** said a record of the Board's action would be kept in the City's records.

Nichols/Myers made a motion to approve the waiver of the City's Subdivision Drainage requirements, also known as Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, conditioned that if this property ever has any stormwater drainage issues that the City has no responsibility for repairs or cleaning up the problem. Motion passed 4-0.

6) Legal Department request: Approve and authorize the Mayor to execute agreement with Christopher B. Burke and Associates (CBB) for professional services for the preparation of the City of Goshen's Flood Response Plan at a cost of \$40,000

City Attorney Bodie Stegelmann recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Christopher B. Burke and Associates (CBB) for professional services for the preparation of the City of Goshen's Flood Response Plan. He said the contractor would be paid \$40,000 for this service.

Aaron Sawatsky Kingsley, Director of the City Department of Environmental Resilience, said the City needs to develop a required flood response plan, which will be part of the City's larger flood plan which was passed two years ago. He said the goal is to prepare for future flooding.

Board member Landis asked who has established the criteria of what the plan will include. **Sawatsky Kingsley** said the City will be using a template that Christopher B. Burke and Associates has developed and has been used by other communities. He said the City was feeling confident with the criteria that have been established.

Board member Landis asked if the plan was for internal use or was being developed for an outside organization.

Sawatsky Kingsley said the plan was primarily for internal use to respond to flooding. He added that the plan would likely be updated at some point.

According to Burke's scope of service agreement, the consultant will provide:

Task 1- Flood Depth Mapping: Burke will review existing flood depth maps for major waterways including Elkhart River, Rock Run Creek, Horn Ditch, and Leedy Ditch. Burke will also prepare flood depth maps for the 10% and 0.2% AEP events along Rock Run, which are currently missing. This information will be used to identify the depth of flooding to roads and structures for various flood frequencies, as well as identify flood-safe routes to evacuate impacted areas of the City. Burke will develop an ArcGIS Online (AGOL) application to make these maps available on the City's flood fight team and support the decision-making process in the flood response plan. The deliverable for this task will be developing and helping the City GIS manager host the GIS shapefiles and AGOL application associated with the flood response plan on the City's GIS platform. Burke will also work closely and review the processes step by step with the City GIS manager so that the information may be maintained and updated in the future directly by the City GIS manager.

Task 2 - Prepare Flood Response Plan: Burke will assist the City to assemble a flood fight team to guide the development of the flood response plan. This team typically consists of the flood response plan coordinator, floodplain administrator, GIS, streets, public safety, engineer, public information officer, mayor and county emergency management. Burke anticipates two meetings with the flood fight team during the planning process to collaborate with and obtain input and feedback as the plan is being developed.

Burke will prepare a flood response plan that includes:

- Guidance on event detection, event level determination, and estimating the expected extent and severity of flooding
- Flood event notification charts and protocols
- Discussion and reference to flood impacted areas and road closures for various flood frequencies (Task 1)



- Discussion and reference to flood-safe routes (Task 1)
- Guidance on specific response actions with regards to monitoring data and conditions, conducting warning and evacuations, and recording observation and actions
- Guidance on termination of flood fight and follow-up responsibilities
- Guidance on post-flood damage assessment and data collection protocols

The deliverable will be a flood response plan in a Smart PDF format to allow the flood fight team to easily navigate active links within the plan. This format allows for paper printing as well.

Task 3 - Tabletop Exercise: Burke will meet with the flood fight team and conduct a mock flood tabletop exercise to thoroughly review each step of the flood response plan. The deliverable for this task will be the facilitator notes and exercise summary.

Services by Burke for this project will be provided within nine months following the notice to proceed.

Cost: The total fee for completing this project shall not exceed \$40,000.

Nichols/Myers moved to approve and authorize Mayor Leichty to execute the agreement with Christopher B. Burke and Associates (CBB) for professional services for the preparation of the City of Goshen's Flood Response Plan at a cost of \$40,000. Motion passed 4-0.

7) Legal Department request: Approve and authorize the Mayor to execute the agreement with the Indiana Office of Energy Development for the Energy Efficiency and Conservation Block Grant awarded to the City of Goshen in the amount of \$200,000

City Attorney Bodie Stegelmann told the Board that the City of Goshen applied for an Energy Efficiency and Conservation Block Grant for the insulation in the City's Annex Building. The grant funds would be used to complete the insulation retrofit to the roof to aid in the long-term maintenance, reduction in energy consumption and expenses, and lower emissions while maintaining the historic character of the building.

The project will be comprised of two components: (Project 1) the upgrading of the tile roof, and (Project 2) the upgrading of the low sloping roof. For purposes of performance and financial reporting to the U.S. Department of Energy, Project 1 will be captured under the EECBG program, and Project 2 will be accounted for under the Infrastructure Investment and Jobs Act (IIJA) State Energy Program (SEP) program.

Stegelmann said the City of Goshen has now been awarded \$200,000 in grant funding pursuant to that application. An agreement was attached to the agenda meeting packet for the Board's approval and authorization for the Mayor to execute electronically as required by the State of Indiana is an agreement with the Indiana Office of Energy Development for the Energy Efficiency and Conservation Block Grant awarded to the City of Goshen.

City Director of Public Works & Utilities Dustin Sailor said the City received the maximum possible through the grant program.

Nichols/Myers moved to approve and authorize the Mayor to execute the agreement with the Indiana Office of Energy Development for the Energy Efficiency and Conservation Block Grant awarded to the City of Goshen in the amount of \$200,000. Motion passed 4-0.

8) Legal Department request: Approve and authorize the Mayor to execute the agreement with Vander Wey and Sons Masons, for brick repair to the Digester Building #1 at the Waste Water Treatment Plant for \$10,321

City Attorney Bodie Stegelmann told the Board that attached to the meeting packet was an agreement for the Board's approval with Vander Wey and Sons Masons for brick repair to the Digester Building #1 at the Waste Water Treatment Plant. Stegelmann said Vander Wey and Sons will be paid a flat sum of \$10,321 for this project and all work will be completed on or before August 31, 2024.

Under the agreement, the contractor shall provide the City with all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to repair the Waste Water Treatment Plant Digester Building #1. The contractor's duties under this agreement include:



- a) Removal of an area of brick approximately 26 feet long x 11 foot high.
- b) Lay in new brick and mortar using metal strap anchors (wall ties attached with tapcons) 16" on center and every 16" in height.
- c) Wash down and seal.
- d) Clear area daily of any material or debris

Nichols/Myers moved to approve and authorize Mayor Leichty to execute the agreement with Vander Wey and Sons Masons, for brick repair to the Digester Building #1 at the Waste Water Treatment Plant at a sum of \$10,321. Motion passed 4-0.

9) Legal Department request: Award the bid for cleaning services of the City Police and Courts Building to Cathy's Cleaning Service as the lowest responsive and responsible quoter and approve and authorize the Mayor to execute the agreement with services to start May 29, 2024 at an estimated annual cost of \$25,740 City Attorney Bodie Stegelmann told the Board that the City solicited quotes for cleaning services of the Police and Courts Building in accordance with Indiana Code § 5-22-8-3. All quotes were due on April 11, 2024.

A summary of the quote received is as follows:

Company	Total weekly cost	Total monthly cost	Total annual cost
Cathy's Cleaning	\$495	\$2,145	\$25,740

Stegelmann recommended that the City award the bid for cleaning services of the City's Police and Courts Building to Cathy's Cleaning Service as the lowest responsive and responsible quoter. He further recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Cathy's Cleaning Service for cleaning of City's Police and Courts Building with services to start May 29, 2024, at an estimated annual cost of \$25,740.

Stegelmann submitted to the Board an amended copy of the agreement (**EXHIBIT #1**), which he stated added a section, "4. Confidentiality," stating that the service provider's staff may gain access to confidential information or sensitive materials which shall not be disclosed to the public.

In response to a question from **Board member Landis**, **Stegelmann** said the cleaning hours, which were developed in consultation with the Police Department, will be when staff is present but not during the busiest periods.

Nichols/Myers moved to award the bid for cleaning services of the City's Police and Courts Building to Cathy's Cleaning Service as the lowest responsive and responsible quoter and approve and authorize Mayor Leichty to execute the agreement with Cathy's Cleaning Service for cleaning of City's Police and Courts Building with services, to start May 29, 2024, at an estimated annual cost of \$25,740. Motion passed 4-0.

10) Legal Department request: Amendment No. 2 to Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, requested approval of Amendment No. 2 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC.

Marks said Borden has requested to increase the unit rate of \$14.96 per month for services to each eligible residence by 3.4% with the adjusted rate effective for services provided retroactive to April 1, 2024. Under the City's agreement with Borden, the monthly compensation is based on the adjusted rate \$15.47 per month for services to each eligible residence, multiplied by the agreed eligible residence count of 10,992 eligible residences.

Marks said the amendment for the price adjustment is provided for and consistent with the contract executed in September 2022 for the combined services of residential solid waste collection and disposal with waste cart; recyclable materials collection and disposal with recycle cart; downtown public trash receptacles solid waste collection and disposal; and City buildings and facilities solid waste and recyclable materials collection and disposal. Under the contact, beginning April 1, 2024, upon request of either party, the contract rates could be adjusted based on the Consumer Price Index in accordance with Section 5. A price adjustment may be made no more frequently than once every April 1st and shall be made in writing and signed by both parties.



Nichols/Myers moved to approve and execute Amendment No. 2 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC. Motion passed 4-0.

11) Legal Department request: Approve the Exclusive Ingress/Egress Agreement with the Elkhart County 4-H Fair and Agricultural Exposition, Inc., as presented, and authorize the Mayor to execute the agreement
Assistant City Attorney Don Shuler told the Board that attached to the meeting packet was an Exclusive Ingress/Egress Agreement with the Elkhart County 4-H Fair and Agricultural Exposition, Inc.

Shuler said the agreement provides to the Elkhart County Fair exclusive ingress and egress from Brinkley Way West for vehicular and pedestrian traffic between 6 p.m. and 11 p.m. during the evenings of the County Fair each summer. The purpose of the agreement is to provide access from the Fairgrounds south to County Road 36 as previous access was removed as the result of various projects along College Avenue/County Road 36.

Shuler said Fair officials will need to inform the City of the Fair dates by March 1 each year. He added that the agreement will continue unless a change is necessary due to safety reasons. Signage will be placed at the site.

Nichols/Myers moved to approve the Exclusive Ingress/Egress Agreement with the Elkhart County 4-H Fair and Agricultural Exposition, Inc., as presented, and authorize the Mayor to execute the agreement. Motion passed 4-0.

12) Legal Department request: Accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission for 20 feet of right-of-way at 65693 State Road 15, and authorize the Mayor to execute the acceptance

Assistant City Attorney Don Shuler recommended the Board accept the Deed of Dedication from the Goshen Redevelopment Commission for twenty (20) feet of right-of-way at 65693 State Road 15 in Goshen.

Shuler said a drawing attached as Exhibit B to the Deed of Dedication depicted the public right-of-way area. Following the acceptance and recording of the Deed, the Goshen Redevelopment Commission will be issuing a Request for Proposals for the sale of the real estate at 65693 State Road 15. **Shuler** said the purpose of the Deed of Dedication is to secure right-of-way in case of any further expansion of State Road 15.

Nichols/Myers moved to accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission and authorize the Mayor to execute the acceptance. Motion passed 4-0.

13) Legal Department request: Accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission for 20 feet of right-of-way at 65719 State Road 15, and authorize the Mayor to execute the acceptance

Assistant City Attorney Don Shuler recommended that the Board accept the attached Deed of Dedication from the Goshen Redevelopment Commission for twenty (20) feet of right-of-way at 65719 State Road 15 in Goshen.

Shuler said a drawing attached as Exhibit B to the Deed of Dedication depicts the public right-of-way area. Following the acceptance and recording of the Deed, the Goshen Redevelopment Commission will be issuing a Request for Proposals for the sale of the real estate at 65719 State Road 15. **Shuler** said the purpose of the Deed of Dedication is to secure right-of-way in case of any further expansion of State Road 15.

Nichols/Myers moved to accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission and authorize the Mayor to execute the acceptance Motion passed 4-0.

14) Legal Department request: Approve an amended agreement with Cripe Design LLC for a Building Renovation/Expansion Study, to include a Fire Department Administration Facility, at a total additional cost not to exceed \$5,000



City Attorney Bodie Stegelmann told the Board that the City entered into a prior agreement with Cripe Design LLC for the study of potential use and renovation of the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5th Street, and City Hall.

Stegelmann said the existing agreement was approved by the Board on March 14, 2024. He said the City now wishes to amend the agreement to include a study of a Fire Department Administration Facility. Compensation for this amended scope of duties will be billed at the rate of \$150 per hour, with a total not to exceed \$5,000.

Board member Landis said he thought the Board previously approved an administrative facility for the Fire Department. **Stegelmann** said a new fire station is being proposed in South Goshen. **City Assistant Chief of Operations Anthony Powel** said several locations have been proposed for an administrative facility, but it hasn't been formally proposed.

Nichols/Myers to approve an amendment to the Agreement with Cripe Design LLC to include a Fire Department Administration Facility to a study of potential use and renovation of the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5th Street, and City Hall. Compensation for this amended scope of duties will be billed at the rate of \$150 per hour with a total not to exceed \$5,000. Motion passed 4-0.

15) Legal Department request: Approve and authorize Chief Jose Miller to sign the Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives

City Attorney Bodie Stegelmann told the Board that the City Police Department wants to enter into a Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF").

Stegelmann said that pursuant to the proposed Memorandum of Understanding, the Police Department would assign an officer to the ATF Project Disarm Task Force. The Task Force will investigate firearms trafficking, investigate firearms related violent crime, gather and report intelligence data relating to trafficking in firearms, and conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution.

Stegelmann said the officer assigned to the task force would remain an employee of the City of Goshen. No monetary payment is guaranteed, but there is the possibility of reimbursement of overtime worked.

Board member Landis asked if Goshen was asked by the ATF to assign an officer to the task force or if the Police Department was taking advantage of an opportunity. **City Police Chief José Miller** said it was "a little of both." He said Goshen's undercover and drug task force officers often work with the ATF and federal Drug Enforcement Administration officers. He said local officers have served on the task forces, aiding in collaboration. He said if joint investigations turn into federal prosecutions, the overtime hours worked by the Goshen officer would be reimbursed.

Clerk-Treasurer Aguirre asked what role the ATF might have had in the investigation of the non-officer involved fatal shooting of two residents at a Goshen home on May 22. **Chief Miller** said the ATF could potentially assist in the investigation depending on whether the case was prosecuted on the federal vs. state level. He added that the Goshen officer will mostly serve as a liaison to the ATF and not as a full-time assigned member.

Nichols/Myers moved to approve, and authorize Chief Jose Miller to sign, the Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives. Motion passed 4-0.

16) Environmental Resilience Department request: To facilitate the Goshen Women's Ride, approve the closure of traffic in the middle section of the public parking lot located in the 300 block of West Washington Street, 11 a.m.-4 p.m. on June 2, 2024, and close five parking spaces along the 100 block of East Washington Street, from 10 a.m.-3 pm., also on June 2

Alexa Kennel, an AmeriCorps volunteer with the Environmental Resilience Department, said the Environmental Resilience Department will be coordinating the Goshen Women's Ride on June 2, 2024 at 2 p.m.



Kennel requested that the middle section of the public parking lot located at the 300 block of West Washington Street be closed to traffic from 11 a.m. to 4 p.m. on June 2. She also requested that five parking spaces along the 100 block of East Washington Street be closed off from 10 a.m. to 3 p.m.

Kennel said participants will ride down Washington Street to downtown Goshen from the parking lot. This ride features four stops where artists will showcase their work.

Organizers said women make up less than 30% of those who ride bicycles, and concern for safety is a leading reason why. The Goshen Women's Ride will offer a safe, casual event for those who want to ride but have been hesitant in the past.

Kennel added that a police officer has been requested to help bicyclists cross Third Street.

Nichols/Myers made a motion to approve the closure of the middle section of the public parking lot located at the 300 block of West Washington Street from 11 a.m. to 4 p.m. on June 2 as well as the closure of five parking spaces along the 100 block of East Washington Street from 10 a.m. to 3 p.m. contingent on traffic control coordination with the Police Department. Motion passed 4-0.

17) Engineering Department request: Approve the temporary removal of the "No Truck" designation on Blackport Drive, effective immediately, until no later than Oct. 31, 2024

City Director of Public Works & Utilities Dustin Sailor said that earlier this year the Board approved a contract with Niblock Excavating to work on the Stuary Avenue and Lincoln Avenue Reconstruction Project.

Sailor said during previous work on Lincoln Avenue traffic control issues have developed because Blackport Drive is listed as a "No Truck" route. In anticipation of the June closure of East Lincoln Avenue, the City Engineering Department was requesting that the "No Truck" designation on Blackport Drive be temporarily removed while the project's traffic control measures are in place.

Sailor said this temporary lifting of the "No Truck" designation would take effect immediately and would be rescinded upon removal of the contractor's traffic control measures, tentatively scheduled for Oct. 31, 2024.

Nichols/Myers moved to approve the temporary removal of the "No Truck" designation on Blackport Drive, effective immediately, until no later than Oct. 31, 2024. Motion passed 4-0.

18) Engineering Department request: Approve the Annual Operational Report for Local Roads and Streets and Bridges to the State Board of Accounts and authorize the Mayor to sign the certification

City Director of Public Works & Utilities Dustin Sailor told the Board that the City of Goshen is required to submit an Annual Operational Report for Local Roads and Streets and Bridges to the State Board of Accounts (SBOA) by June 1 following the operational report year through the Local Technical Assistance Program (LTAP) at Purdue.

Sailor said a completed Annual Operational Report has been prepared by the Clerk-Treasurer's Office and Street Department and is attached. The final page of the report is a certification required to be signed by the City Engineer, the Street Commissioner, and the Mayor. The Board of Works and Safety is requested to approve the Annual Operational Report and authorize the Mayor to sign the certification.

Nichols/Myers moved to approve the Annual Operational Report for Local Roads and Streets and Bridges to the State Board of Accounts and authorize the Mayor to sign the certification. Motion passed 4-0.

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

Acting Chair Landis opened Privilege of the Floor at 5:14 p.m. There were no public comments.

At 5:14 p.m., Acting Chair Landis recessed the Board of Works meeting and opened public hearings to consider updates on Orders of the City of Goshen Building Commissioner for two Goshen properties.



CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

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

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

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

19) Review of the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner)

At 5:15 p.m., Acting Chair Landis convened a hearing to review the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner).

BACKGROUND:

In a May 17, 2024 memorandum to the Board, Assistant City Attorney Don Shuler wrote that the Board held an unsafe building hearing for this property on Feb. 8, 2024.

The Feb. 8 hearing was prompted by a Nov. 3, 2023 Order by City of Goshen Building Commissioner Myron Grise. In the order, Grise notified Ronald E. Davidhizar, at that time the owner of 208 Queen Street, that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 18, 2023 City inspection.

Building Commissioner Grise identified the following City Code violations in his Nov. 3, 2023 Order:

- 1. The heating and mechanical system at the residential structure is inoperable, a violation of Section 6.3.1. I(a).**
- 2. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1. I(a).**
- 3. The electrical system at the residential structure is inoperable, a violation of Section 6.3.1. I(a).** The electrical panel has been tampered with and there are areas inside the structure with exposed and damaged electrical wires.
- 4. The residential structure is vacant and not secured, a violation of Section 6.3.1. I(ff).** The structure has no doors on its exterior, permitting unauthorized access by people and animals.
- 5. The windows have not been kept in good repair and are not weather tight and rodent proof, a violation of Section 6.3.1. I(d).** All windows have been broken and there is broken glass throughout the residential structure.
- 6. The ceilings have not been kept in good repair, a violation of Section 6.3.1. I(b).** Areas of the ceiling have collapsed.
- 7. The walls have not been kept in good repair, a violation of Section 6.3.1.I(b).** Areas of the walls have collapsed, other walls have holes all the way to the outside exposing the structure to weather damage and rodents entering the property.
- 8. The floors have not been kept in good repair, a violation of Section 6.3.1.I(b).** There are areas of the floor that have begun to collapse and are not able to support the proper load required.
- 9. The residential structure has not been kept weather tight, making the foundation system incapable of supporting all nominal loads, a violation of Section 6.3.1. I(b).** The structural members of the structure have been damaged by weather to the extent that it has compromised the structural integrity of the structure.
- 10. The residential structure is in likely to partially or completely collapse as a result of deterioration, a violation of Section 6.3.1.1 (r).** The floors, walls, and ceilings are detached from each other. The house is leaning and in danger of total collapse.
- 11. Portions of the residential structure are likely to fail and collapse, a violation of Section 6.3.1.I(p).** There are severe cracks in the walls, ceiling, and floors as they have detached from each other. The entire house is beginning to sag. Several portions of the house have begun to collapse due to consistent exposure to weather; structural members have become water damaged to the extent they have lost their structural integrity.



Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the “life, health, property and safety of the public.” The property owner was ordered demolish the structure on or before Dec. 6, 2023.

The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner’s Order and determine what action to order concerning the property.

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.

Before the Feb. 8 meeting began, City Building Inspector Travis Eash distributed to Board members a 15-page memorandum and report, dated Feb 8, 2024, about 208 Queen Street, which included photographs of the property showing its condition as of an Oct. 18, 2023 inspection. The memorandum documented alleged code violations and the poor condition of the home that Eash wrote made it “uninhabitable and unsafe.”

The Board conducted a hearing on the property on Feb. 8, 2024 and heard testimony from City Inspector Travis Eash, Leopoldo Mendoza, the new property owner and Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company.

At the conclusion of the Feb. 8 hearing, the Board passed a motion to adopt the violations listed in the City Building Commissioner’s Order for 208 Queen Street as the Board’s findings, that those violations made the structure an unsafe building, that the general condition of the building warranted demolition, but that the property could be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that new owner return to the Board on March 28, 2024 to give an update on what was happening on the building. The motion passed 5-0.

At the March 28, 2024 hearing, the new property owner reported on the progress made to rehabilitate the property. Leopoldo Mendoza said he: removed interior walls; cleaned the property inside and outside, repaired all doors and secured the premises to prevent the entry of animals or insects and he was in the process of obtaining a remodeling permit from the City.

City Building Inspector Travis Eash said Mendoza’s purchase of the property closed on March 11, which took longer than anticipated. He said Mendoza has submitted his plans to the City Planning Department for review. Eash said Mendoza was requesting a gravel driveway, which first would need to be approved by the Board of Works and Safety. Eash added that Mendoza was not to blame for delays and he expected to see progress on the home soon. The Board continued the hearing to May 9, 2024. It was later continued to May 23, 2024.

Shuler wrote that the purpose of the Board’s May 23 hearing was to determine if there had been reasonable attempts to comply with the Board’s Feb. 8, 2024 Order.

Shuler wrote that depending on the Board’s findings, it could take the following actions on May 23:

- If the Board finds there has been substantial progress made, the Board could do either of the following:
 - o Issue no new order but continue the hearing until a later date; or
 - o Issue an order requiring repairs to be fully completed by a certain date, with a review hearing; or
 - o Issue an order rescinding the prior order and finding the building to no longer be an unsafe building.
- 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.
 - o 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.



DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON MAY 23, 2024:

Acting Chair Landis opened the hearing to review the progress on the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner).

Present for the hearing were: Board members Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Inspector Travis Eash; and Leopoldo Mendoza, the property owner.

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

City Building Inspector Eash distributed to the Board a one-page memorandum, dated May 23, 2024, about the status of 208 Queen Street and his three-page inspection report for the property, dated Oct. 19, 2023 (EXHIBIT #2). Reading from the memo, Eash said "This property originally came to the Board of Works on Feb. 8, 2024, just a couple weeks after the new owner purchased the property at an auction. At that time the new owner was ordered to make repairs or demolish.

"Since the purchase of the property, the new owner has run into a couple of issues, one being needing approval for a driveway before he was able to pull permits and get started on any work. That has since been done. The house also was posted in 2017 as unfit for human habitation by the Elkhart County Health Department and the new owner wanted to make sure the house was clear from that before he really dug into work. Our office received a copy of report stating that it's clear."

Eash continued, "Since that time the owner has pulled window, remodel and roof permits, the house is secure and the owner is actively working on the property nearly every day and seems to be motivated to get this property into a habitable state now that he feels free to do so. The owner still needs to have his sub-contractors pull their permits before starting their work.

Eash concluded, "Though the owner didn't make the 90-day deadline, there is more work being done on this property now than there has been in the last 10 years. The new owner is acting in good faith and is progressing and with all of the circumstances being considered, the Building Department's recommendation is to allow an additional 90 days to complete all repairs and pass all required inspections including a final inspection."

Leo Mendoza was present but said he didn't need to speak.

Board member Landis said the Board was happy about the progress made on the property.

Eash said the only necessary Board action was to set the date of another hearing in 90 days to assess the progress on the property so the property owner could be present.

City Attorney Stegelmann said scheduling a review hearing in 90 days would mean the hearing should be Aug. 22.

Assistant City Attorney Shuler suggested setting the hearing a little later to allow time for another City building inspection before the update hearing.

Stegelmann suggested ordering the repairs to be completed by Aug. 22 and scheduling a Sept. 5 review hearing.

Clerk-Treasurer Aguirre asked if it wouldn't make sense for the Board to change its prior demolition order to a repair order along with ordering a final review hearing in 90 days as it did two weeks ago for two similar properties.

Shuler said that would depend on the progress made on repairs of this property. Eash said the City Building Department didn't feel comfortable taking that step until more progress was made on the home.

Nichols/Myers made a motion ordering that all repairs on 208 Queen Street be completed in 90 days, by Aug. 22, 2024, and that a review hearing be held on Sept. 5, 2024. The motion passed 4-0.



20) Review of the Order of the City of Goshen Building Commissioner for 321 West Oakridge Avenue (Gabriel Alvarez, property owner)

At 5:14 p.m., Acting Chair Landis convened a hearing to review the progress on the Order of the City of Goshen Building Commissioner for 321 West Oakridge Avenue (Gabriel Alvarez, property owner).

BACKGROUND:

In a May 17, 2024 memorandum to the Board, Assistant City Attorney Don Shuler wrote that the Board held an unsafe building hearing for this property on Feb. 8, 2024.

The Feb. 8 hearing was prompted by a Nov. 3, 2023 Order by City of Goshen Building Commissioner Myron Grise. In the order, Grise notified Ronald E. Davidhizar, at that time the owner of 321 West Oakridge Avenue, that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 18, 2023 City inspection.

Building Commissioner Grise identified the following City Code violations in his Nov. 3, 2023 Order:

- 1. The heating and mechanical system at the residential structure is inoperable**, a violation of Section 6.3. 1. l(a). The heating system does not work. The duct work has not been properly maintained, is not connected property, and has rusted out. The water heater gas line has been cut and removed and is in an overall state of disrepair.
- 2. The structural members within the residential structure have not been properly maintained to support all live and dead loads**, a violation of Section 6.3.1.1 (1). Multiple floor beams have completely failed and/ or show signs of significant decay, and therefore not able to support the required load.
- 3. The foundation is not weather tight, rodent proof, has not been kept in good repair**, is not free from open cracks and breaks, and is not capable of supporting nominal loads, a violation of Section 6.3.1. l(b). Multiple areas of the foundation have cracks and holes and show signs of beginning to fail.
- 4. The ceilings have not been kept in good repair**, a violation of Section 6.3.1.l(b).Ceilings showing signs of leaking and water damage.
- 5. The walls have not been kept in good repair**, a violation of Section 6.3.1.1 (b). Multiple walls have holes.
- 6. The floors have not been kept in good repair**, a violation of Section 6.3.1. l(b). Multiple floors are failing, making it unsafe to walk.
- 7. The electrical system in the residential structure is inoperable**, a violation of Section 6.3.1. l(a). The electrical system does not work, and there is exposed and damaged electrical wiring.
- 8. The roof has not been maintained in good repair**, a violation of sections 6.3.1.l(b) and (c). The roof shingles show signs of decay.
- 9. The windows have not been kept in sound repair**, a violation of Section 6.3.1.1 (d). There are multiple broken windows throughout the residential structure.
- 10. The residential structure is not secured**, a violation of Section 6.3.1.l(ff).
- 11. A portion of the residential structure is likely to fail**, become detached, dislodged, or collapse, a violation of Section 6.3 .1.l(p). The floor beams have become so decayed that they are unsafe to walk upon. The floors have become detached from the walls, are sinking, and in danger of complete failure. Certain floor beams have completely collapsed due to decay and possible termite damage.
- 12. The residential structure, due to dilapidation, deterioration, and decay, is likely to partially or completely collapse**, a violation of Section 6.3.1. l(r). The Michigan basement coating has multiple cracks and breaks and show signs of failure . The exterior of the stone foundation has significant cracks and holes. The floors have become detached from the walls and are sinking. Floor beams show significant sign of termite damage, with some completely missing. The structural integrity of the floor beams and entire floor system has been compromised due to decay and other damages.



Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the “life, health, property and safety of the public.” The property owner was ordered demolish the structure on or before Dec. 6, 2023. The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner’s Order and determine what action to order concerning the property.

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.

At the Feb. 8 hearing, the Board learned that the home remained in an unsafe condition and warranted demolition. However, the Board also was notified that the home was sold at auction and would soon close with new owners, Gabriel Alvarez, who planned to make extensive repairs.

At the conclusion of the Feb. 8 hearing, the Board passed a motion to adopt the violations listed in the City Building Commissioner’s Order for 321 West Oakridge Avenue as the Board’s findings, find that those violations made the structure an unsafe building, that the general condition of the building warranted demolition, but that the property could be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that new owner return to the Board on March 28, 2024 to give an update on what was happening on the building. The motion passed 5-0.

At the March 28, 2024 hearing, the new property owner reported on the progress made to rehabilitate the property. Gabriel Alvarez said he has replaced shingles, windows, doors and joists. He said the wooden floors had been repaired and the damaged walls had been repaired and painted. Alvarez said the remodeling should be completed in two or three weeks and the home would then be ready for final inspections.

City Building Inspector Travis Eash agreed about the progress made so far and said he believed work at the property should be completed in about a month. He said he believed the home will soon be for sale, adding that it has passed all inspections held so far.

The Board continued the hearing to May 9, 2024. It was later continued to May 23, 2024.

Shuler wrote that the purpose of the Board’s May 23 hearing was to determine if there had been reasonable attempts to comply with the Board’s Feb. 8, 2024 Order.

Shuler wrote that depending on the Board’s findings, it could take the following actions on May 23:

- If the Board finds there has been substantial progress made, the Board could do either of the following:
 - o Issue no new order but continue the hearing until a later date; or
 - o Issue an order requiring repairs to be fully completed by a certain date, with a review hearing; or
 - o Issue an order rescinding the prior order and finding the building to no longer be an unsafe building.
- 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.
 - o 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.

DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON MAY 23, 2024:

Acting Chair Landis opened the hearing to review the progress on the Order of the City of Goshen Building Commissioner for 321 West Oakridge Avenue (Gabriel Alvarez, property owner).



Present for the hearing were: Board members Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Inspector Travis Eash; and Gabriel Alvarez, the property owner.

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

City Building Inspector Eash distributed to the Board a one-page memorandum, dated May 23, 2024, about the status of 21 West Oakridge Avenue, his three-page inspection report for the property dated Oct. 20, 2023 and 17 pages of "before and after" color photographs of the property.

Reading from the memo, **Eash** said "This property originally came to the Board of Works on Feb. 8, 2024, just a couple weeks after the new owner purchased the property at an auction. At that time the new owners were ordered to substantially repair the property or demolish within 90 days."

Eash continued, "The new owner was able to take possession of the property soon after the auction and wasted no time in getting his permits and getting the work started. I'm happy to say that he has passed all of the required inspections including all electrical, plumbing, HVAC, roof and final inspection.

"The new owner went above and beyond what the City asked for and the building department was very happy with the work that was completed and in a very timely manner. All the work is completed and the house is up for sale by the owner right now.

Eash said the owner provided some pictures of before, during and after which were in the Board's meeting packet. The owner was present and added, "We are extremely happy – happy with the work that Gabriel did." He also said Alvarez is helping a person who bought another home at an auction.

Gabriel Alvarez said he has completed the remodeling and the home is ready to be sold. He said he provided "before and after" photos.

Board member Swartley complimented **Alvarez** on his work. In response to a question from Board member Landis, Alvarez said he has remodeled other homes he has purchased.

Assistant City Attorney Shuler said that since the repairs have been completed, he recommended the Board issue an order rescinding the demolition order so the home can now be sold.

Nichols/Myers made a motion to rescind the prior demolition order with a finding that the property is no longer unsafe. The motion passed 4-0.

At 5:27 p.m., Acting Chair Landis closed the public hearings to review the Orders of the City of Goshen Building Commissioner for the two Goshen properties.

Approval of Civil City and Utility Claims

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



Adjournment

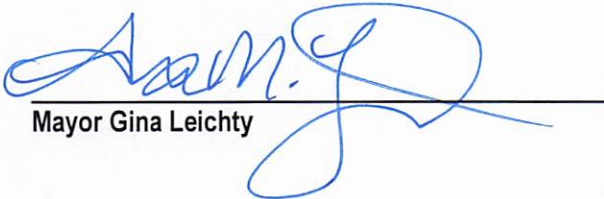
Acting Chair Landis adjourned the Board of Public Works and Safety meeting at 5:28 p.m.

EXHIBIT #1: *An amended copy of the agreement with Cathy's Cleaning Service for the cleaning of the City's Police and Courts Building. The amendment added a section, "4. Confidentiality," stating that the service provider's staff may gain access to confidential information or sensitive materials which shall not be disclosed to the public. The memo was submitted during consideration of agenda item #9).*

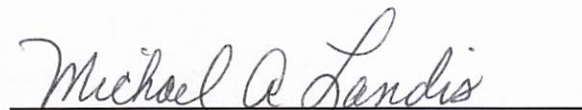
EXHIBIT #2: *A May 23, 2024 memorandum written by City Building Inspector Travis Eash about the status of 208 Queen Street and his three-page inspection report for the property dated Oct. 19, 2023. This information was submitted during and for consideration of agenda item 19) Review of the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner).*

EXHIBIT #3: *A May 23, 2024 memorandum written by City Building Inspector Travis Eash about the status of 321 West Oakridge Avenue, his three-page inspection report for the property dated Oct. 20, 2023 and 17 pages of "before and after" color photographs of the property. This information was submitted during and for consideration of agenda item 20) Review of the Order of the City of Goshen Building Commissioner for 321 West Oakridge Avenue (Gabriel Alvarez, property owner).*

APPROVED:



Mayor Gina Leichy



Mike Landis, Member



A handwritten signature in black ink, appearing to be "Orv Myers", written over a horizontal line.

Orv Myers, Member

A handwritten signature in black ink, appearing to be "Mary Nichols", written over a horizontal line.

Mary Nichols, Member

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

Barb Swartley, Member

ATTEST:

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

Richard R. Aguirre, City of Goshen Clerk-Treasurer

EXHIBIT #1

AGREEMENT WITH CATHY'S CLEANING SERVICE FOR CLEANING SERVICES OF THE GOSHEN POLICE AND COURTS BUILDING

THIS AGREEMENT ("Agreement") is entered into on _____, 2024, which is the last signature date set forth below, by and between **Cathy's Cleaning Service** ("Service Provider"), whose mailing address is 10 EMS D24 A Lane, Syracuse, IN 46567, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

1. **Scope of Services.**

- (A) Service Provider shall provide City the cleaning services for City of Goshen Police and Courts Building in accordance with the Specifications for such services that are made a part of and attached to this Agreement as Exhibit A.
- (B) For the purposes of this Agreement, all duties to be performed by Service Provider shall be referred to as the "Cleaning Services" or "Services," and shall include all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Cleaning Services to the Goshen Police and Courts Building in a timely and professional manner.
- (C) By agreement of the parties, there are some deviations from the Specifications made. These deviations are as follows:
 - (1) Cleaning for the Police and Courts building will occur every Monday, Wednesday, and Friday from 1pm to 5 pm.
 - (2) Care needs to be taken around the briefing room for excess noise between 2:30 pm and 3:00 pm for shift briefings.

All other specifications shall remain unchanged.

2. **Effective Date; Term; Renewal.**

- (A) The Agreement shall become effective May 29, 2024 upon approval by the Goshen Board of Public Works and Safety and Service Provider execution of Agreement.
- (B) The initial term of this Agreement shall be for one year.
- (C) The Agreement shall be automatically renewed under the same terms and conditions for an additional three (3) one-year terms unless written notice of the intent to terminate this Agreement is delivered by either party to the other party at least ninety (90) days before the expiration of the term of the original agreement. The term of the renewal shall not be longer than the term of the original agreement.
- (D) This Agreement shall become effective provided that all Service Provider owners, supervisors, and staff have passed a background check, complete the fingerprinting process and complete the CJIS yearly training (Police Administrator shall provide). Any owners, supervisors or staff that do not meet these requirements will not be permitted to enter the building.

3. Compensation; Payment.

- (A) City shall pay Service Provider on a monthly basis for the satisfactory performance of the cleaning services completed the previous calendar month based on the established Per Clean Price as set forth below:

Building	Location	Per Clean Price	Weekly Cost	*Monthly Cost
Police and Courts	111 E. Jefferson St	\$165.00	\$495.00	\$2,145.00

*Cost based on a calculation of weekly cost multiplied by 52 (number of weeks in calendar year) divided by 12 (number of months in calendar year). Monthly cost is approximate.

- (B) Service Provider shall invoice City monthly for the Cleaning Services provided the previous calendar month. The invoice shall identify the Building, and the unit cost (or prorated portion thereof) for the Cleaning Services provided.
- (1) Payment will be made within forty-five (45) days following City's receipt of the invoice and satisfactory performance of the Cleaning Services completed the previous calendar month. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
 - (2) Should any increase in rates be considered under this Agreement, any increase shall only occur at time of Agreement renewal and agreed upon by City. City must be given by written notice no less than ninety (90) days prior to renewal date of term year. Written notice shall include Building subject to increase, reason for increase, previous per clean price and new per clean price. At no time shall rate increase exceed ten percent (10%) of the current Per Clean Price. An agreement to a rate increase is no guarantee and City does reserve the right to terminate this Agreement if a rate increase is not agreed upon.
 - (3) Service Provider is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

4. Confidentiality.

- (A) Confidential Information. Service Provider acknowledges that during the course of services, it may gain access to confidential information or sensitive material of parties within and around the City of Goshen. "Confidential Information" includes, but is not limited to, all information relating to City's business, finances, operations, employees, and any documents, data, or materials marked as confidential or that a reasonable person would understand to be confidential. In addition, the following is specifically designated as Confidential Information:
- (1) Police Department Operations: Information regarding ongoing investigations, ongoing criminal activities, witness identities, informant identities, undercover operations, security protocols, and internal departmental procedures.
 - (2) Personnel Information: Personally identifiable information of police department personnel, including names, addresses, phone numbers, and disciplinary records.
 - (3) Physical Security: Information regarding building layouts, security systems, and access controls.

- (4) **Police Department Documents:** All reports, memoranda, files, and other documents provided by the City.
 - (B) **Non-Disclosure.** The Recipient(s) agree to hold in confidence all Confidential Information and shall not disclose such information to any third party without the prior written consent of the City.
 - (C) **Exceptions.** This obligation of confidentiality shall not apply to information that:
 - (1) Was already known to the Recipient(s) at the time of disclosure, without any obligation of confidentiality;
 - (2) Becomes publicly known through no fault of the Recipient(s); or
 - (3) Is independently developed by the Recipient(s) without access to Confidential Information.
 - (D) **Injunctive Relief.** In the event of any breach or threatened breach of these terms, the City shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to prevent or restrain such breach.
 - (E) **Employee Obligations.** The Service Provider agrees to take all reasonable steps to ensure that its employees and agents are aware of and comply with all terms of this Agreement. The Service Provider shall be responsible for any breach of these terms by its employees or agents.
5. **Licensing/Certification Standards.** Service Provider certifies that Service Provider and any subcontractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the Services provided by Service Provider pursuant to this Agreement. This shall specifically include the application of any chemicals to eliminate weeds.
6. **Independent Contractor.**
- (A) Service Provider shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Service Provider shall be under the sole and exclusive direction and control of Service Provider 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 Service Provider and/or Service Provider's employees, agents or subcontractors.
 - (B) Service Provider understands that City will not carry worker's compensation or any other insurance on Service Provider and/or Service Provider's employees or subcontractors. Service Provider 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.
7. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Service Provider and any 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 or applicant's 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, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

8. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Service Provider shall enroll in and verify the work eligibility status of all newly hired employees of the Service Provider through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Service Provider is not required to participate in the E-Verify program should the program cease to exist. Service Provider is not required to participate in the E-Verify program if Service Provider is self-employed and does not employ any employees.
- (B) Service Provider shall not knowingly employ or Agreement with an unauthorized alien, and Service Provider shall not retain an employee or continue to contract with a person that Service Provider subsequently learns is an unauthorized alien. By execution of this Agreement, Service Provider affirms that Service Provider does not knowingly employ an unauthorized alien.
- (C) Service Provider shall require their subcontractors, who perform work under this Agreement, to certify to Service Provider 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. Service Provider agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate if Service Provider fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

9. **Contracting with Relatives.** In accordance with Indiana Code § 36-1-21, if the Service Provider 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 Service Provider certifies that Service Provider 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.

10. **Investment Activities in Iran.** In accordance with Indiana Code § 5-22-16.5, Service Provider certifies that Service Provider does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

11. **Indemnification.**

- (A) Service Provider 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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Service Provider or any of Service Provider's agents, officers, and employees during the performance of this Agreement. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Agreement.
- (B) Service Provider shall be responsible for all injuries to persons and for all damages to property of City or others caused by or resulting from the negligence of Service Provider or any of Service Provider's agents, officers, and employees during the performance of Services under this Agreement.

12. **Insurance.**

- (A) Prior to commencing work, Service Provider shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full

force and effect, and shall keep on deposit at all times during the term of this Agreement with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Service Provider shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Service Provider shall include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

13. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party affected shall immediately provide written notice to the other party. 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 fifteen (15) days from receipt of the notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement and the other party shall have no recourse.

14. **Default.**

- (A) If Service Provider fails to perform the Services or comply with the provisions of this Agreement for a period of at least seven (7), except under conditions of a Force Majeure Event, then Service Provider may be considered in default.
- (B) Service Provider may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Service Provider of any obligation or duty owed under the provisions of this Agreement.
 - (2) Service Provider is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Service Provider becomes insolvent or in an unsound financial condition so as to endanger performance under this Agreement.
 - (4) Service Provider 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 Service Provider or any of Service Provider's property.
- (6) Service Provider is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Service Provider unable to perform the work described under the Specifications and Contract Documents.
- (7) The Agreement is subcontracted by Service Provider without the consent of City.
- (8) The Agreement or any right, monies or claims are assigned by Service Provider without the consent of the City.

15. **Termination.**

- (A) The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Agreement, in whole or in part, in the event of default by Service Provider. In such event, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) calendar days in which Service Provider shall have the opportunity to cure. If the default is not cured within the time period allowed, this Agreement may be terminated by the City.
- (C) In the event of default and failure of Service Provider 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 Service Provider shall be liable to the City for any excess costs incurred. If such provisions are made by City, Service Provider shall be responsible for any and all cost incurred by City, and such amounts shall be deducted from amounts City may owe Service Provider. If the costs exceed the amounts owed to Service Provider, Service Provider is liable to reimburse City for any such costs.
- (D) Upon termination, Service Provider shall be compensated for Services rendered prior to the effective date of termination, subject to any reimbursements due to City by reason of default.
- (E) 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.

16. **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.

Address for City:

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

Address for Service Provider:

Cathy's Cleaning Service
Attention: Kara Trimmer
10 EMS D24 A Lane
Syracuse, IN 46567

17. **Subcontracting or Assignment.**

- (A) Except for providing weed treatment services, Service Provider shall not subcontract or assign any right or interest under this Agreement, including the right to payment, without

having prior written approval from City. Any attempt by Service Provider to subcontract or assign any portion of this Agreement shall not be construed to relieve Service Provider from any responsibility to fulfill all contractual obligations.

- (B) Service Provider may subcontract with a licensed entity or individual to provide weed treatment services.
18. **Amendments.** Any modification or amendment to the terms and conditions of this Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning this Agreement shall be of no force and effect.
19. **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.
20. **Applicable Laws.**
- (A) Service Provider agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Agreement are incorporated by reference.
 - (B) Service Provider 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.
21. **Miscellaneous.**
- (A) Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into this Agreement.
 - (B) 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.
 - (C) 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.
 - (D) 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.
22. **Severability.** In the event that any provision of this 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 this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
23. **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.
24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Service Provider.

25. **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 this 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

Cathy's Cleaning Service

Gina Leichty, Mayor

Kara Trimmer, Owner

Date: _____

Date: _____

City of Goshen General Cleaning Specs

Police and Court Building

- Cleaning schedule is Monday, Wednesday and Friday either 6am-8am
- Care needs to be taken around the briefing room for excess noise and cleaning of that area should be done between 7 and 8 am.
- Trash can liners, paper products and hand soap to be supplied by the City. All other chemicals, supplies and equipment to be provided by the cleaning company
- The City shall observe the following holidays:
 - New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Good Friday
 - Primary Election Day
 - Memorial Day
 - Juneteenth National Independence Day
 - Independence Day
 - Labor Day
 - Indigenous Peoples' Day/Columbus Day
 - General Election Day
 - Veterans Day
 - Thanksgiving Holiday Thursday/Friday
 - Christmas Holiday December 24 and December 25
- This schedule only applies to the building and court staff. The Police Department, while closed to the public, still operates daily.
- **No vinegar and water solution is to be used for cleaning purposes**

Police and Court Building 111 E. Jefferson Street, Goshen, IN. 46528

To be done each visit

Offices, court room and common areas

- Entrance doors and side windows (3 locations) to be cleaned inside and outside (Weather permitting)
- Dust and or clean all flat surfaces, mirrors, wood work, tables and courtroom counters to include polish and wall pictures (Except desks)
- Office equipment to be cleaned and or dusted (Except on desks)
- Cleaning both sides of the glass and sanitize the countertops located on the Police Department and Court side
- Clean and sanitize countertops and spot clean the cupboards around coffee station to include the sides of the units and overflow trays
- Floors vacuumed and or mopped to include stairs and mats, epoxy floors need low PH so they don't haze (Dawn dishwashing liquid recommended by the installer, please list chemical to be used so it can be verified to be safe)
- Clean and sanitize water fountains

- Remove cobwebs
- Empty and dispose of trash and recycling

Breakrooms

- All flat surfaces dusted and or washed
- Clean and sanitize sinks, countertops, faucets and polish
- Spot check and clean cupboards as needed
- Remove cobwebs
- Clean exterior of appliances and polish (Microwaves to be cleaned inside and out)
- Floors vacuumed and mopped
- Empty and dispose of all trash and recycling
- Refill paper products and soap dispensers as needed

Restrooms

- All flat surfaces dusted and or washed
- Clean baseboards especially around urinals, sink and soap dispensers
- Clean and sanitize all toilets, urinals, stall panels, doors and sinks
- Polish mirrors
- Remove cobwebs
- Refill paper products and soap dispensers as needed
- Floors vacuumed and mopped
- Empty and dispose of trash

Items to be done once weekly

- Sinks to be scrubbed to remove scale and soap scum (Comet or soft scrub type of cleaner)
- Trash can liners to be changed out
- Wipe down walls around the toilets, urinals and sinks
- Dust window sills and ledges
- Cleaning of bathroom fan vents by dusting or vacuuming

Items to be done semi-annually

- Dusting of window treatments, door frames and high ledges
- Dusting and or vacuuming of heating and cooling vents and surrounding lights as needed

Exhibit #2



**Building Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: BOARD OF PUBLIC WORKS

From: GOSHEN BUILDING DEPARTMENT (TRAVIS EASH)

Date: MAY 23, 2024

Subject: 208 QUEEN STREET

This property originally came to the Board of Works on February 8, 2024. Just a couple weeks after the new owner purchased the property at an auction. At that time the new owners were ordered to substantially repair the property or demolish within 90 days.

Since the purchase of the property, the new owner has run into a couple of issues, one being needing approval for a driveway before he was able to get permits and start work. The house also was posted 2017 as unfit for human habitation and the new owner wanted to make sure the house is clear from that. Our office received a copy of report stating that it's clear.

The owner has pulled window, remodel and roof permits, the house is secure and the owner is actively working on the property, and seems to be motivated to get this property into a habitable state now that he feels free to do so. The owner still needs to have his sub-contractors pull their permits before starting their work.

Though the owner didn't make the 90-day deadline, there is more work being done on this property now than there has been in 10 years, the new owner is acting in good faith and is progressing and with all of the circumstances being considered the building departments recommendation is to allow and additional 90 days to complete all repairs and pass all required inspections including a final inspection.

Thank you,

Travis Eash



Building Department

City of Goshen

204 E Jefferson St • Goshen, Indiana 46528

Phone: 574-534-1811 • Fax:

building@goshencity.com • www.goshenindiana.org/building-department

October 19, 2023

Leopoldo Mendoza
711 N Chicago Ave Apt 1
Goshen, IN 46528

RE: Unsafe Vacant Property at 208 Queen St

Leopoldo Mendoza:

The City of Goshen inspected the vacant property at 208 Queen St on 10/18/2023. As a result of the inspection, the building has been determined to be unsafe because it is not maintained in a manner that allows human habitation. The inspection identified numerous code violations that must be corrected to bring the property into compliance with the Goshen Neighborhood Preservation Ordinance.

The following repairs need to be completed by **November 1, 2023**.

6.3.1.6(b)(1)

Clean and Sanitary Dwelling Unit

NPO

Every occupant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he or she occupies and controls.

Interior and exterior of property need to be cleaned

House had been posted by the ECHD for being uninhabitable

6.3.1.3(e)

Heat Supply

NPO

Every dwelling shall have heating facilities which are properly installed, maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and rooms in every dwelling unit located therein to a temperature of at least sixty-five (65) degrees Fahrenheit, and whenever the outside winter conditions are at least zero (0) degrees Fahrenheit. Unvented fuel burning space heaters shall not be used to provide primary heating.

No working heating system.

6.3.1.7(a)

Plumbing

NPO

At least one flush toilet, bathroom sink, and bathtub or shower properly connected to the water and sewer systems of the City and in good working condition shall be supplied for every eight (8) persons, or fractions thereof, residing within a hotel or rooming house, including members of the operator's family whenever they share the use of such facilities; provided, that in a hotel or rooming house where rooms are let to males, flush urinals may be substituted for not more than one-half the required number of toilets. All other facilities shall be so located within the building as to be reasonably accessible from the common hall or passageway to all persons

sharing such facilities. Every bathroom sink, and bathtub or shower shall be supplied with hot water at all times.

No working plumbing system

6.3.1.4(g)

Properly and Safely Installed Electrical Equipment

NPO

All electrical equipment, wiring and appliances shall be properly and safely installed in accordance with the provisions of any applicable Building, Plumbing or Electric Code adopted by the City of Goshen or the State of Indiana and thereafter properly maintained.

No working electrical system.

Electrical panel has been tampered with

Areas where exposed and damaged electrical wires

6.3.1.1(ff)

Vacant Property to be Secured

NPO

If a building, garage, accessory or structure is vacant, all exterior doors, exterior windows, exterior basement entrances and any other points of entry shall be locked and secured from intrusion by unauthorized persons.

Property doesn't have doors on exterior of property, house is easily accessible to people and animals

6.3.1.1(d)

Windows and Doors

NPO

Every window, exterior door, and basement hatchway shall be reasonably weather tight and rodent proof, and shall be kept in sound working condition and good repair. All glazing materials shall be maintained free from cracks and holes.

All windows have been broken out and broken glass is throughout the property.

6.3.1.1(b)

Privacy, Weather Tight, Good Repair - Interior

NPO

Every foundation, floor, wall, ceiling, and roof shall be reasonably weather tight and rodent proof; shall be capable of affording privacy, and shall be kept in good repair. All foundation systems must be firmly supported and free from open cracks and breaks. All foundation systems must be capable of supporting all nominal loads and capable of resisting all load effects.

Areas where ceilings and walls have collapsed

Holes in the walls all the way to the outside exposing the structure to weather damage and rodents entering the property.

Areas where floors have begun to collapse and not able to support the proper load required

Areas where structural members have been damaged by the weather so much that it has compromised the structural integrity of the building

6.3.1.1(r)

Unsafe Structure(s)

NPO

The building or structure shall not be in such a condition that it is likely to partially or completely collapse due to:

- (1) dilapidation, deterioration, or decay;
- (2) faulty construction;
- (3) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; or
- (4) the deterioration, decay or inadequacy of its foundation.

All floors, walls and ceilings are detached from each other due to faulty construction and overall decay; the house is leaning and in danger of total collapse

6.3.1.1(p)

Unsafe Structure(s) - Exterior

NPO

Any portion, member or appurtenance of a building shall not be likely to fail, to become detached, dislodged or to collapse and thereby injure persons or damage property.

Severe cracks in walls, ceilings and floors where they have become detached from one another

The entire house is beginning to sag due to poor construction; the house is not able to support the live and dead loads required by the IRC.

Several portions of the house, including ceilings and floors have begun to collapse due to consistent exposure to the weather, structural members have become water damaged that they have lost their structural integrity.

6.3.1.1(u)

Unsafe Structure(s) - Less Than 66%

NPO

The building or structure shall not have less than sixty-six percent (66%) of the strength, fire resisting qualities or characteristics, or weather resisting qualities or characteristics required by law in the case of newly constructed building of like area, height or occupancy in the same location.

The property is unsafe due to the lack of an electrical system, plumbing system, and heating system, and that it has been exposed to weather elements for so long

The entire structure is in danger of collapse, the floors and walls are leaning and the structural strength has been compromised

If addition, if the property is intended to be used as a rental, it will require registration with the Building Department.

Thank you for your cooperation in allowing the City of Goshen to conduct this inspection.

Respectfully,

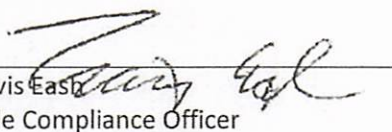
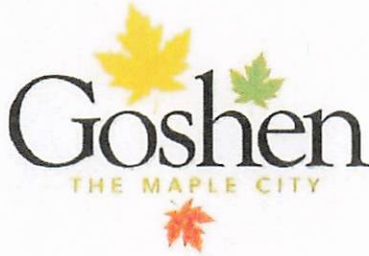

Travis East
Code Compliance Officer

Exhibit #3



**Building Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: BOARD OF PUBLIC WORKS

From: GOSHEN BUILDING DEPARTMENT (TRAVIS EASH)

Date: MAY 23, 2024

Subject: 321 W OAKRIDGE AVE

This property originally came to the Board of Works on February 8, 2024. Just a couple weeks after the new owner purchased the property at an auction. At that time the new owners were ordered to substantially repair the property or demolish within 90 days.

The new owner was able to take possession of the property soon after the auction and wasted no time in getting permits and getting the work started. He has passed all of the required inspections including all electrical, plumbing, HVAC, roof and final inspection.

The new owner went above and beyond what the city asked for and the building department was very happy with the work that was completed and in a very timely manner. All the work is completed and the house is now for sale by owner.

The owner provided some pictures of before, during and after which are in your packet. The owner is here to speak if he would like to or if the board would like to address him.

Thank you,

Travis Eash



Building Department

City of Goshen

204 E Jefferson St • Goshen, Indiana 46528

Phone: 574-534-1811 • Fax:

building@goshencity.com • www.goshenindiana.org/building-department

October 20, 2023

Gabriel Alvarez
22967 Alderwood Ct
Elkhart, IN 46514

RE: Unsafe Vacant Property at 321 W Oakridge Ave

Dear Ron Davidhizar:

The City of Goshen inspected the vacant property at 321 W Oakridge Ave on 10/18/2023. As a result of the inspection, the building has been determined to be unsafe because it is not maintained in a manner that allows human habitation. The inspection identified numerous code violations that must be corrected to bring the property into compliance with the Goshen Neighborhood Preservation Ordinance.

The following repairs need to be completed by **November 1, 2023**.

6.3.1.3(g)

Duct Systems

NPO

Duct systems shall be maintained free of obstruction and shall properly function.

Duct work has not been properly maintained and is not connected properly and rusted out

6.3.1.2(j)

Gas Water Heater

NPO

A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters

Water heater gas line has been cut and removed and is in an overall state of disrepair.

6.3.1.3(e)

Heat Supply

NPO

Every dwelling shall have heating facilities which are properly installed, maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and rooms in every dwelling unit located therein to a temperature of at least sixty-five (65) degrees Fahrenheit, and whenever the outside winter conditions are at least zero (0) degrees Fahrenheit. Unvented fuel burning space heaters shall not be used to provide primary heating.

There is no working heating system

6.3.1.1(l)

Live/Dead Loads Safety - Interior

NPO All structural members shall be maintained so that such members safely support all live and dead loads for the purpose for which the structural members were intended.

Multiple floor beams have completely failed and/or showing signs of significant decay and are not able to support the required load

6.3.1.1(b) Privacy, Weather Tight, Good Repair - Exterior

NPO Every foundation, floor, wall, ceiling, and roof shall be reasonably weather tight and rodent proof; shall be capable of affording privacy, and shall be kept in good repair. All foundation systems must be firmly supported and free from open cracks and breaks. All foundation systems must be capable of supporting all nominal loads and capable of resisting all load effects.

Multiple areas around foundation where there are cracks and holes and beginning to fail

Areas where the ceilings are showing signs of leaking and water damage from a possible leak

Holes in walls

Multiple floors are failing and unsafe to walk

6.3.1.4(g) Properly and Safely Installed Electrical Equipment

NPO All electrical equipment, wiring and appliances shall be properly and safely installed in accordance with the provisions of any applicable Building, Plumbing or Electric Code adopted by the City of Goshen or the State of Indiana and thereafter properly maintained.

No working electrical system.

Exposed/damaged electrical wiring

6.3.1.1(c) Roof

NPO The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property.

The roof shingles are showing signs of decay

6.3.1.1(d) Windows and Doors

NPO Every window, exterior door, and basement hatchway shall be reasonably weather tight and rodent proof, and shall be kept in sound working condition and good repair. All glazing materials shall be maintained free from cracks and holes.

Multiple broken windows throughout house

6.3.1.1(ff) Vacant Property to be Secured

NPO If a building, garage, accessory or structure is vacant, all exterior doors, exterior windows, exterior basement entrances and any other points of entry shall be locked and secured from intrusion by unauthorized persons.

Structure is not properly secured.

Signs of squatters entering structure.

6.3.1.1(p)

Unsafe Structure(s) - Interior

NPO

Any portion, member or appurtenance of a building shall not be likely to fail, to become detached, dislodged or to collapse and thereby injure persons or damage property.

Floor beams are so decayed that the property is unsafe to occupy.

Floors have become detached from the wall and are sinking and in danger of complete failure

Certain floor beams have completely collapsed to too significant decay and possible termite damage

Floors cannot hold proper loads required

6.3.1.1(r)

Unsafe Structure(s)

NPO

The building or structure shall not be in such a condition that it is likely to partially or completely collapse due to:

- (1) dilapidation, deterioration, or decay;
- (2) faulty construction;
- (3) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; or
- (4) the deterioration, decay or inadequacy of its foundation.

Michigan basement coating has multiple cracks and breaks and showing signs of failure.

Multiple areas around the exterior where there are cracks and holes in the stone foundation

Floors have become detached from the walls and are sinking and in danger of complete collapse

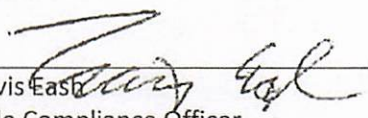
Floor beams show significant signs of termite damage and some are completely gone

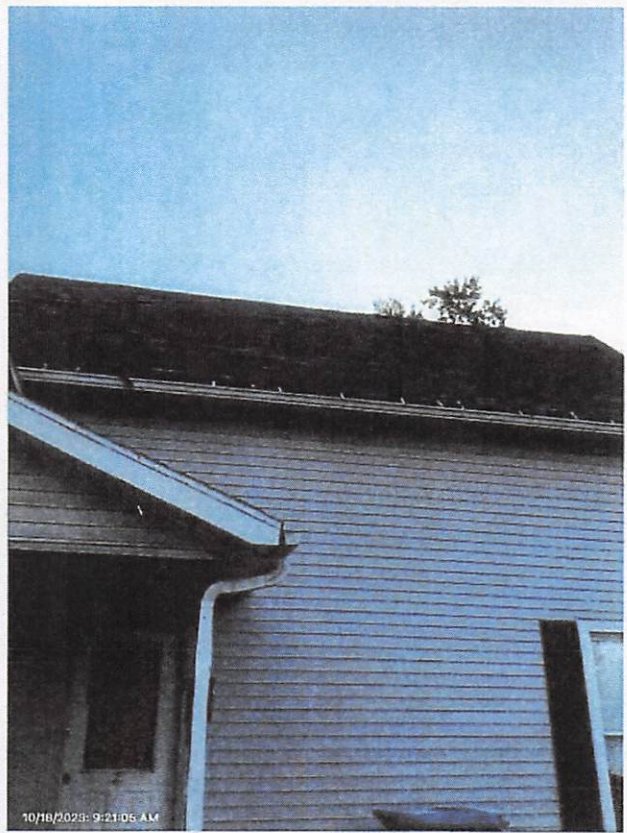
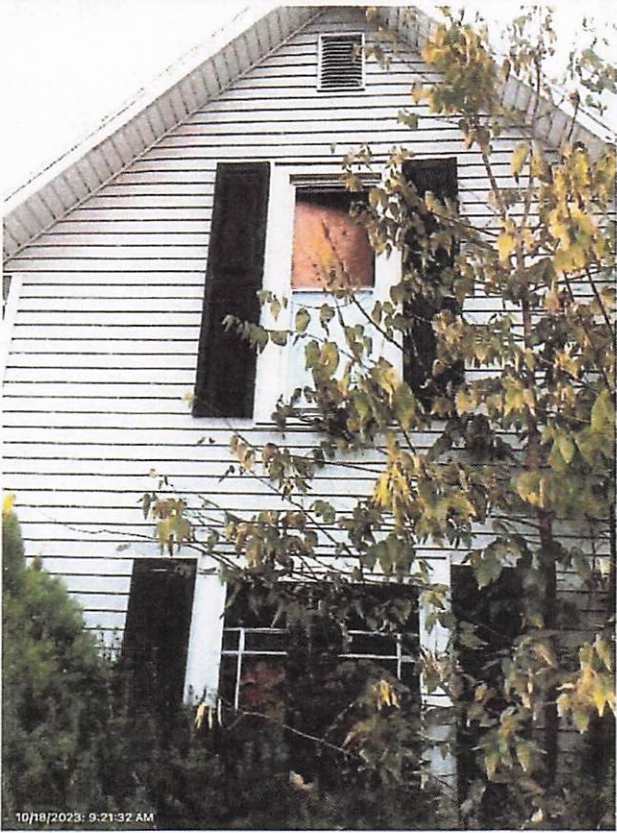
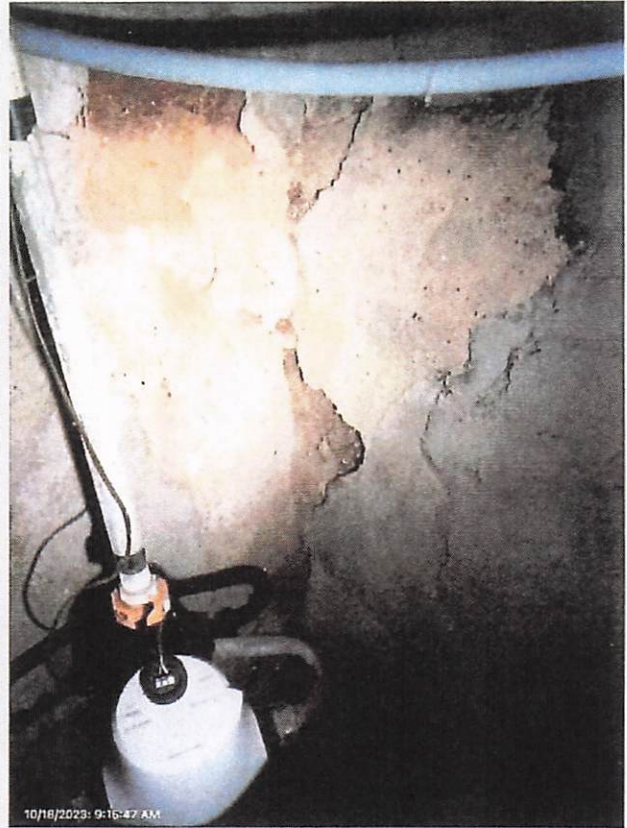
The structural integrity of the floor beams and entire floor system has been compromised due to decay and other damages

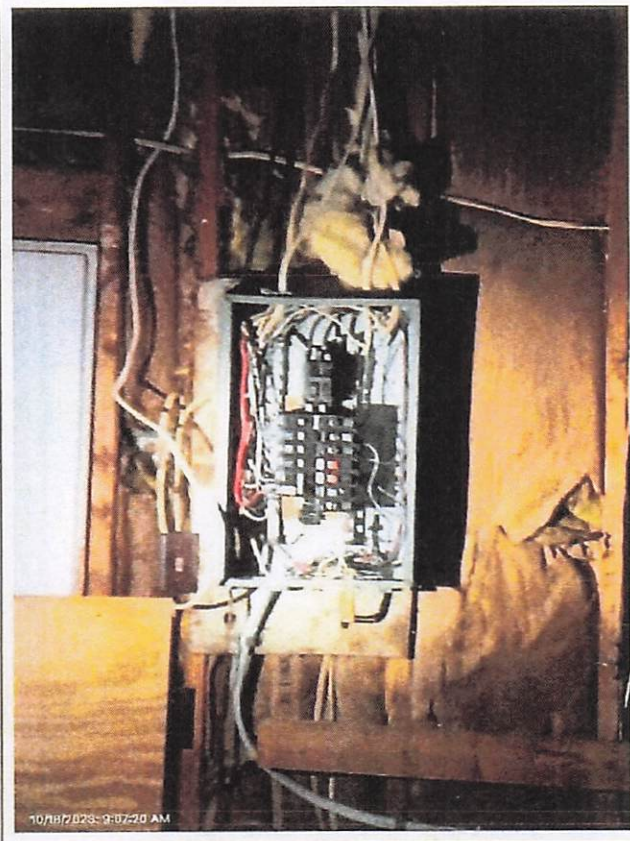
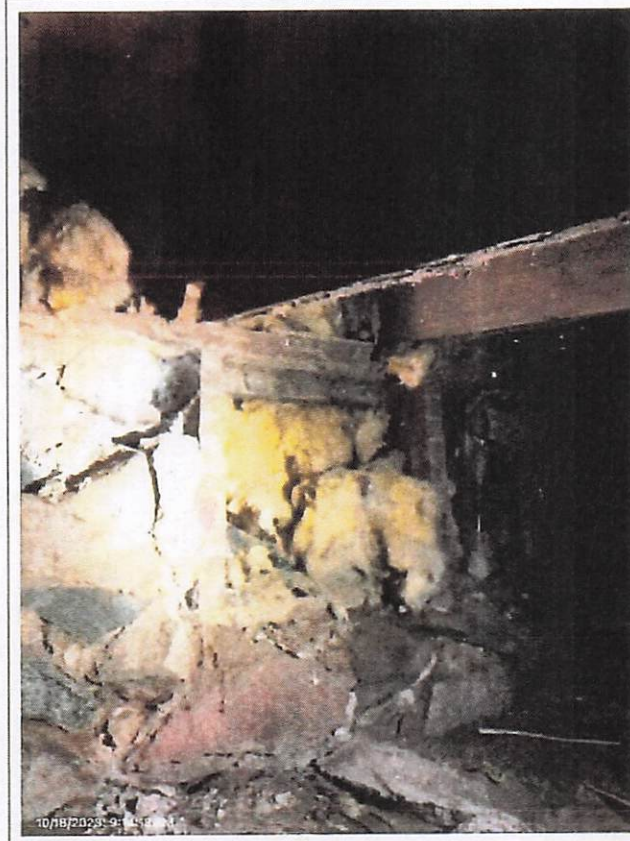
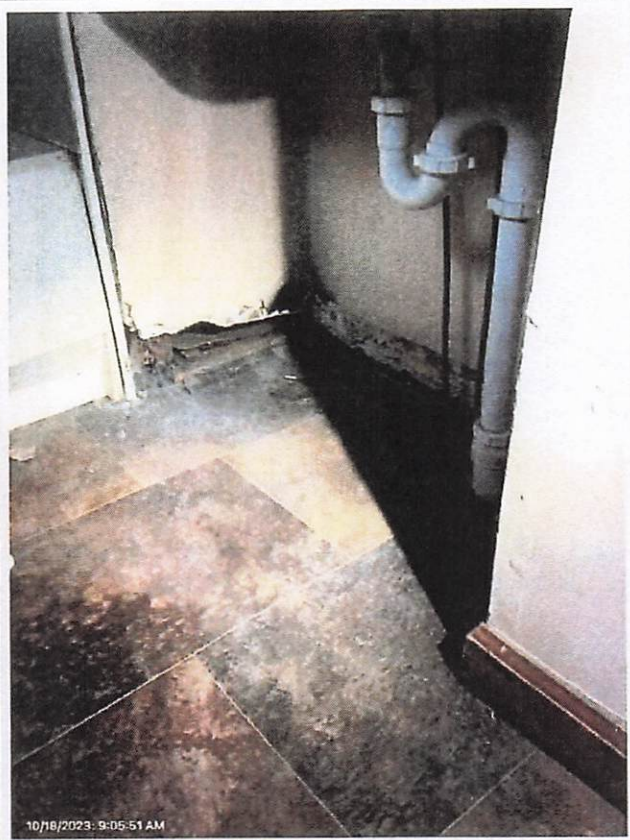
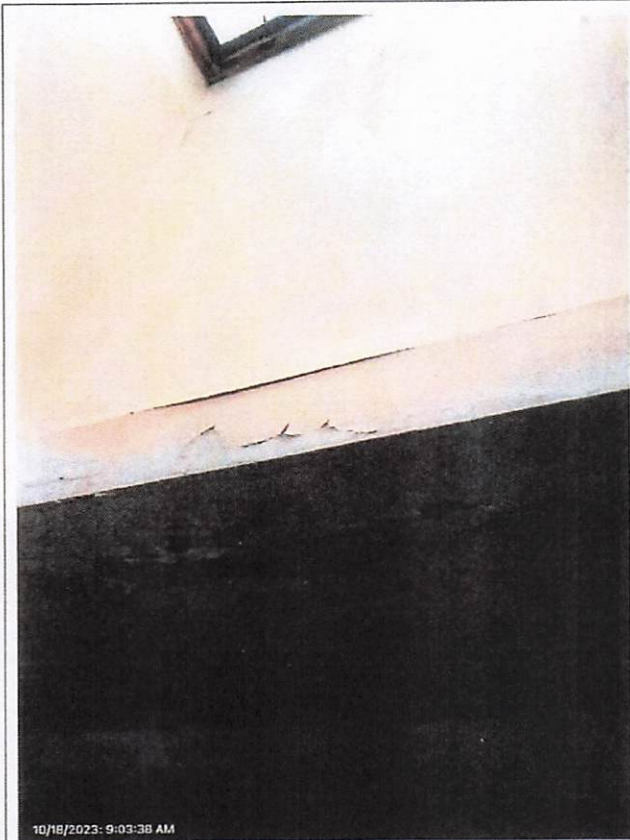
If addition, if the property is intended to be used as a rental, it will require registration with the Building Department.

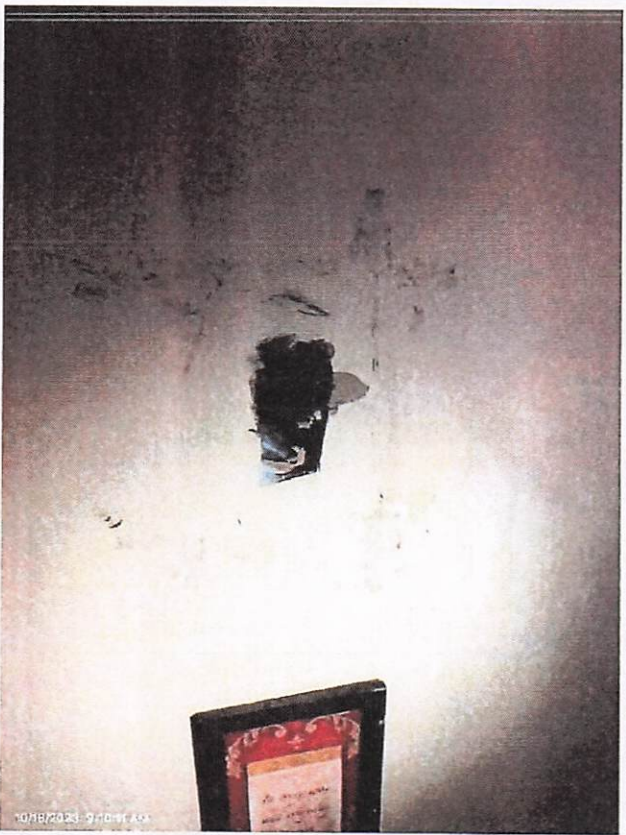
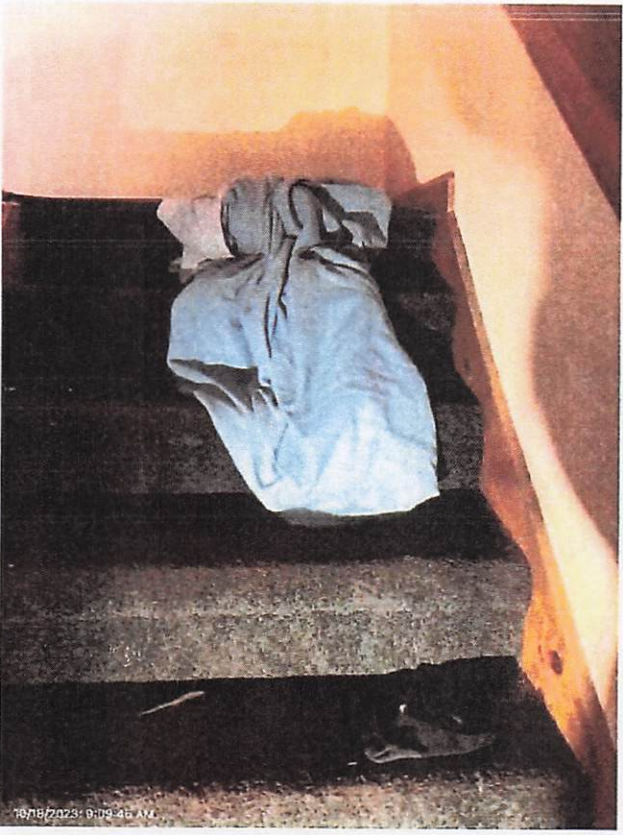
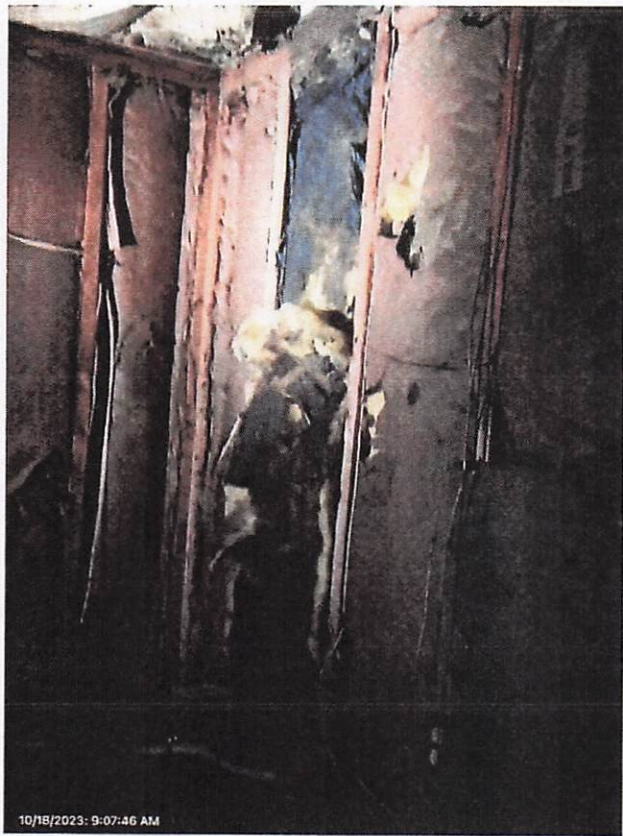
Thank you for your cooperation in allowing the City of Goshen to conduct this inspection.

Respectfully,


Travis East
Code Compliance Officer

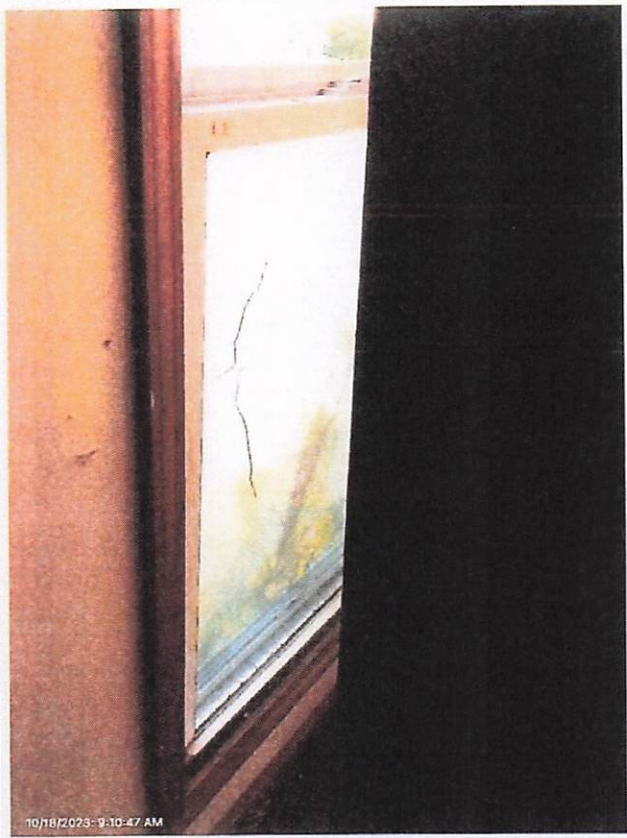




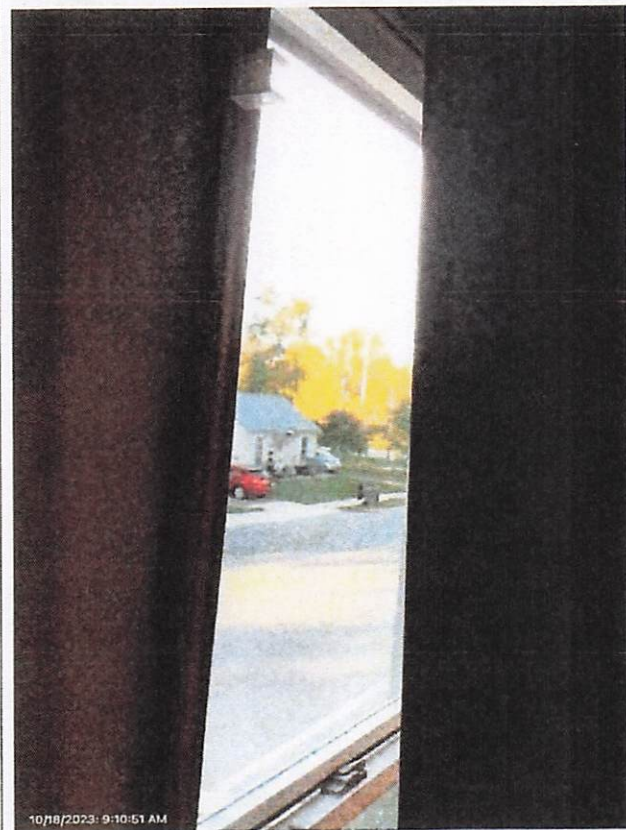




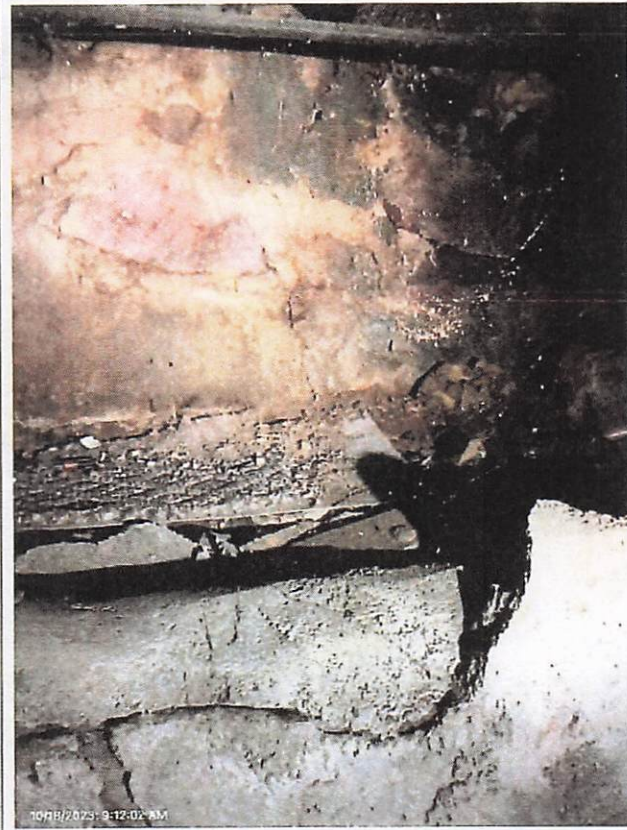
10/18/2023: 9:10:26 AM



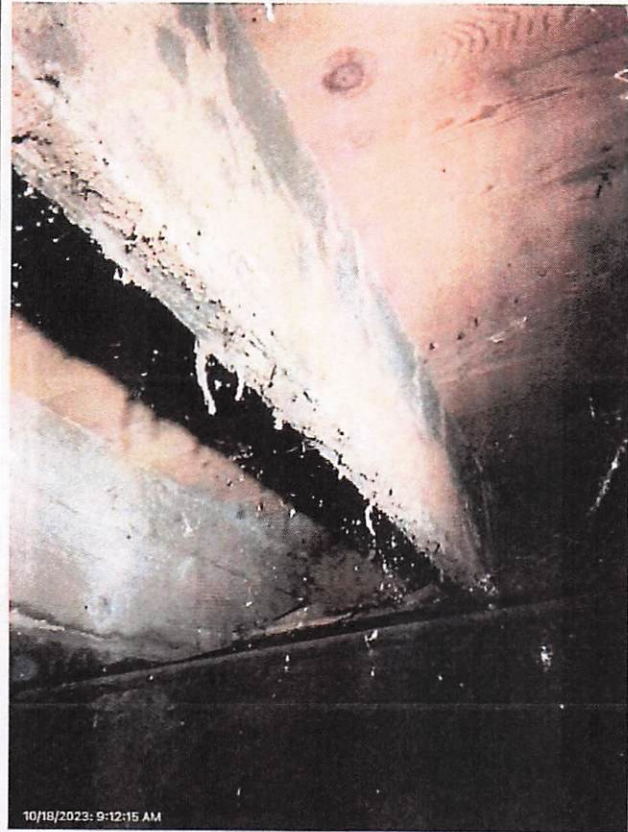
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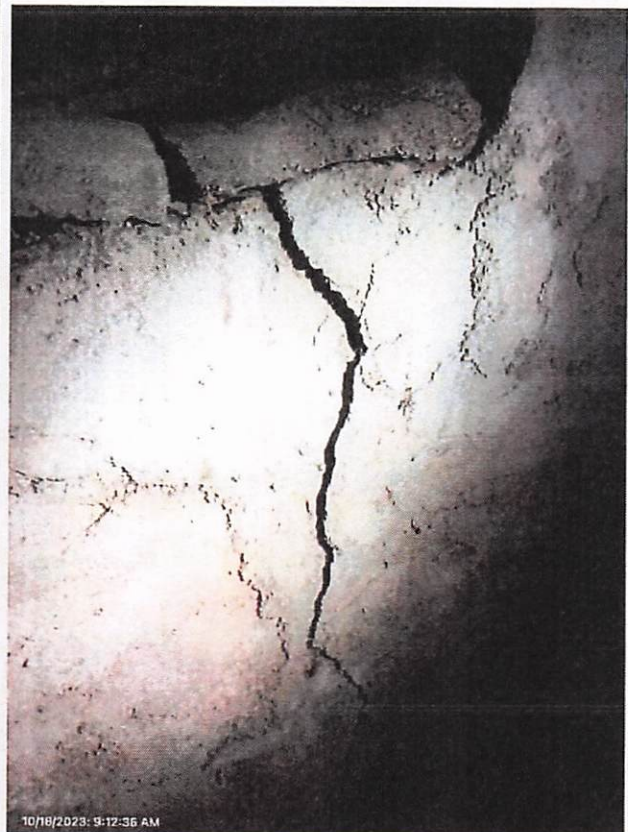
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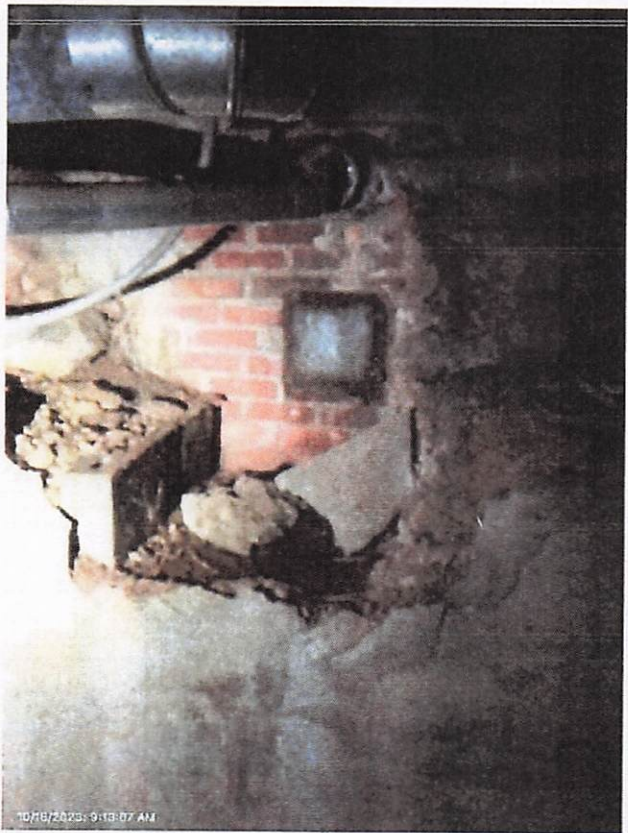
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10/18/2023: 9:12:15 AM



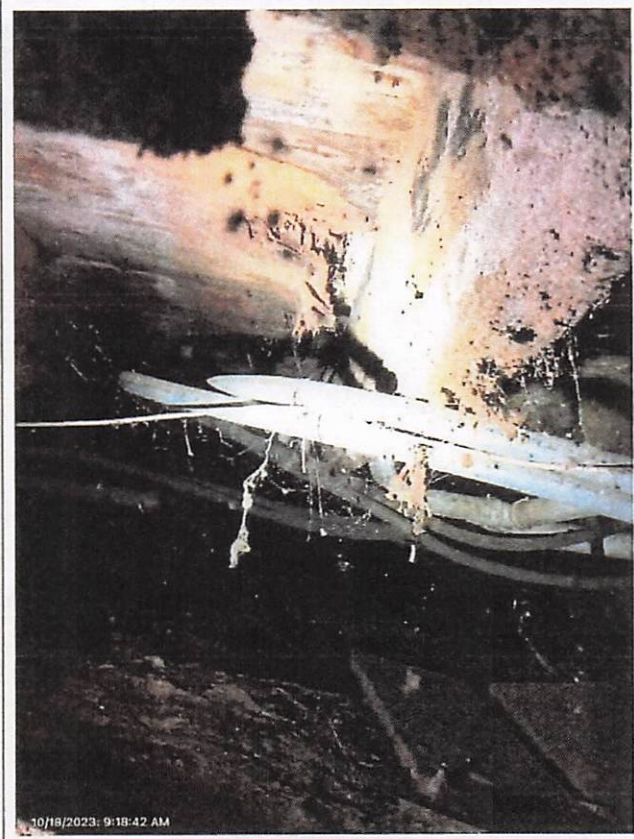
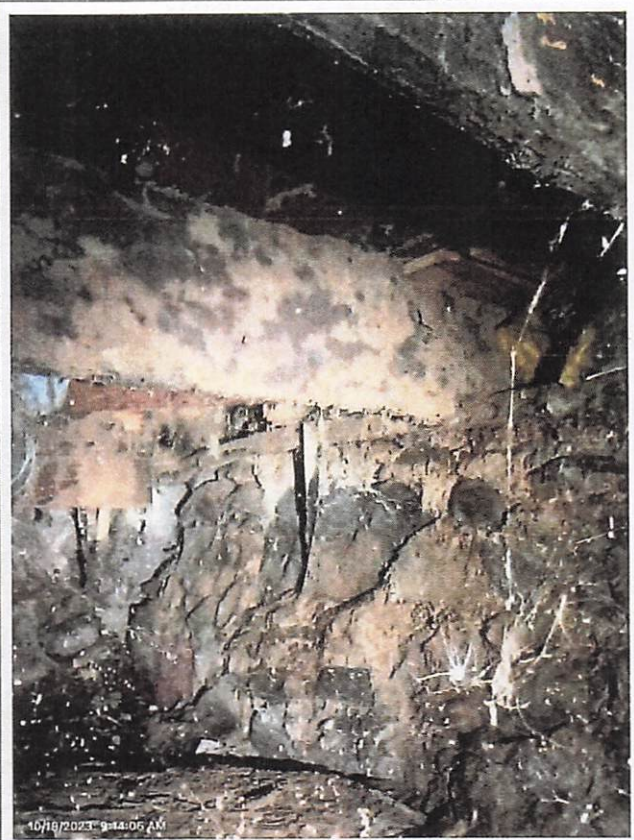
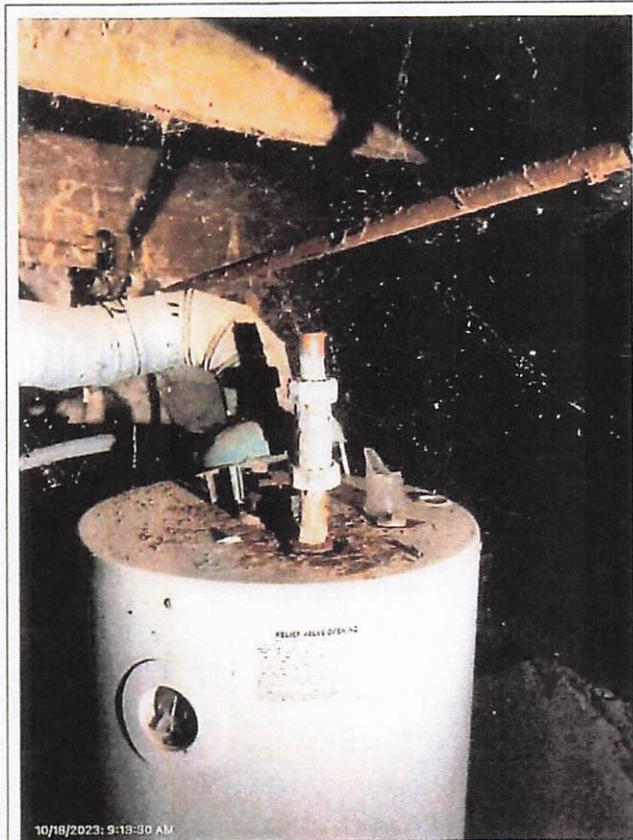
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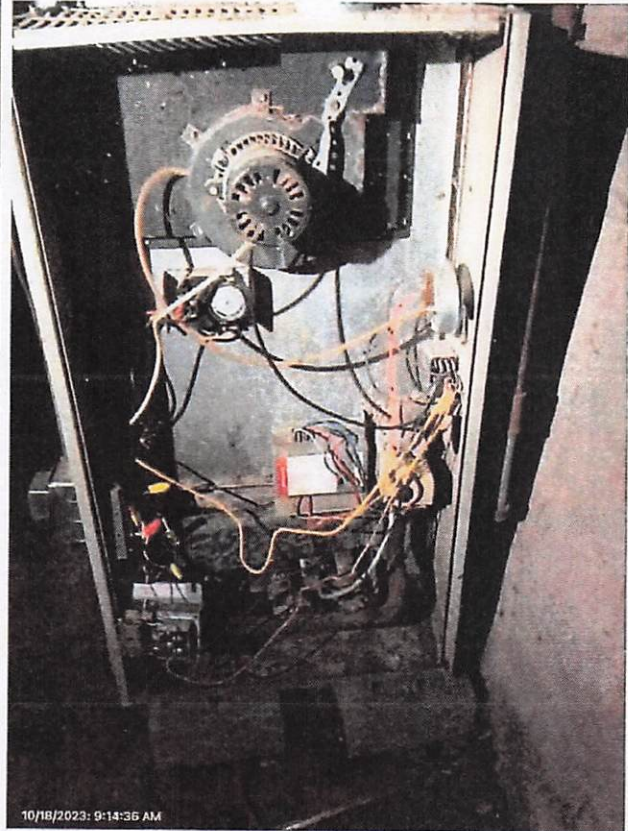


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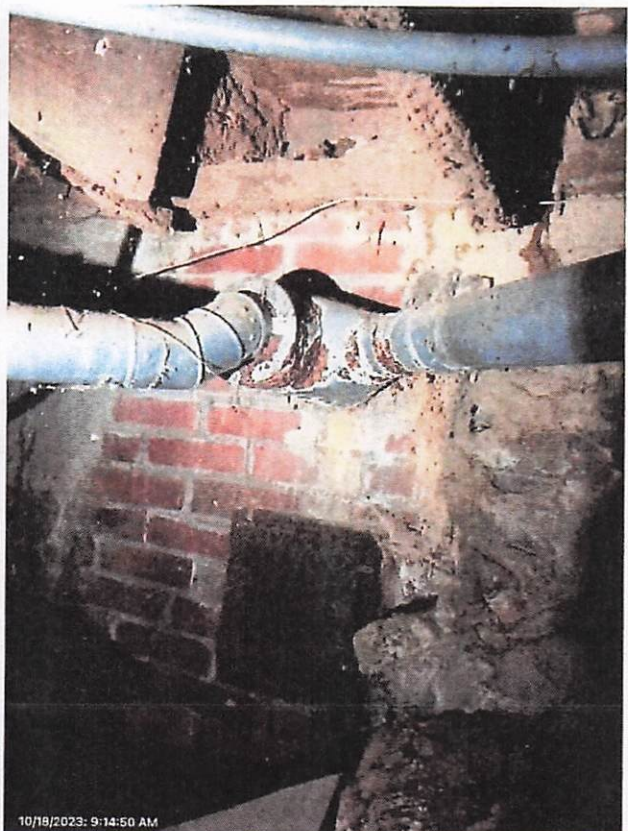


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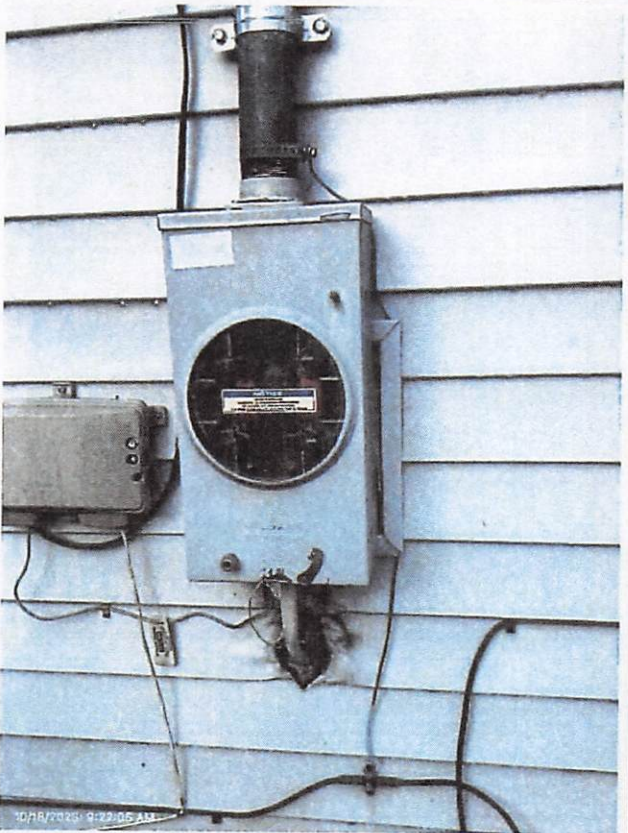




10/18/2023: 9:14:36 AM



10/18/2023: 9:14:50 AM



10/18/2023: 9:22:05 AM



10/18/2023: 9:16:04 AM

