



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., September 12, 2024

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Gina Leichy

Approval of Minutes: Not yet ready

Approval of Agenda

- 1) Ciris Jaime request:** Approve addition of parking spaces at 1311 Cosmo Street
- 2) Ziolkowski Construction, Inc. request:** Extend the closure of Burdick Street until Sept. 30, 2024 to complete a construction project at Goshen Stamping
- 3) Legal Department request:** Award the bid for the purchase of two service bodies for the single axle chassis to W.A. Jones Truck Bodies and Equipment and approve and authorize the Mayor to execute the purchase agreement with W.A. Jones Truck Bodies and Equipment
- 4) Water & Sewer Office request:** Move \$5,963.28 in uncollected finaled accounts from active to collection, sewer liens and write offs for the period through June 25, 2024
- 5) Engineering Department request:** Approve the closure of Plymouth Avenue, at the intersection of 10th Street, between the dates of Friday, Sept. 20, and Thursday, Oct. 10
- 6) Engineering Department notification:** Lane restriction on U.S. 33 at the intersection of Reliance Road (old C.R.17) starting Sept. 10 until the end of the day Oct. 11

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

4:00 p.m., Sept. 12, 2024

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

Members: Mayor Leichy, Mike Landis and Mary Nichols

- 7) Accept the post-construction stormwater management plan** for Brinkley RV Buildings #6 & #7 as it has been found to meet the requirements of City Ordinance 4329



8) Accept the post-construction stormwater management plan for Zollinger Road as it has been found to meet the requirements of City Ordinance 4329

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., Sept. 12, 2024

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

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

9) Review of the Order of the City of Goshen Building Commissioner for 322 W. Oakridge Avenue (Ronald E. Davidhizar, property owner)

10) Review of the Order of the City of Goshen Building Commissioner for 213 Crescent Street (Midwest Leasing LLC, property owner)

Approval of Civil City and Utility Claims

Adjournment



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: September 12, 2024
Subject: Request to expand driveway at 1311 Cosmos Street

On Sept. 9, 2024, the Clerk-Treasurer's Office received the following request via email:

My name is Ciris Jaime and I would like to attend the Board of Works to get permission to extend the parking space at my home in Goshen (1311 Cosmo St.). I went and talked to Rossa (Deegan) and told him my plans but he told me I had to go to the Board of Works and get permission from Engineering to be able to do anything on the property.

I am seeking approval to extend the parking space normally than what the City allows.

I have talked to Rossa (Deegan) and explained to him that I'd like to extend it to the side of the garage (shown in picture) so that two cars are able to park there. The driveway would extend out to the alley way and it would be made of concrete.

Thank you!

Ciris Jaime

ciris125@gmail.com

574-596-4995

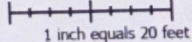


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Feet

0 5 10 20



1 inch equals 20 feet

1311 Cosmo

2023 Aerial

Printed on 8/7/2024

The City of Goshen
Department of
Planning & Zoning

204 East Jefferson Street, Goshen, Indiana 4652
Phone: 574-534-3600 Fax: 574-533-8626



City of Goshen

Rossa Deegan
Assistant Zoning Administrator
(574) 534-3505
rossadeegan@goshencity.com

Final Notice of Violation

July 25, 2024

Ciris Jaime Raymundo
1311 Cosmo Street
Goshen, IN 46528-1929

RE: 1311 Cosmo Street, vehicle parking on unimproved surface, Zoned Residential R-2

Dear Property Owner:

Our latest inspection revealed that this violation is not in full compliance after our last letter dated 7/2/2024 relative to the above-referenced property. Please correct violations by **8/2/2024**. If you have any questions, **call me at 574-534-3505**.

5110.3 Parking on Unimproved Surfaces

ZO

All areas for parking and maneuvering shall be paved or improved in conformance with the standards established by the Board of Works.

One or more vehicles appear to be parked on an unimproved surface (grass or bare soil) in violation of the standards established by the City Zoning Ordinance. **Do not make changes to your property without Planning permission.**

If you are not the owner or manager of this property, please contact us at (574) 534-3505 as soon as possible to correct our records. Thank you for your cooperation in this matter.

Sincerely,

Rossa Deegan
Assistant Zoning Administrator

Enclosures: Section 5110.3 of the Goshen Zoning Ordinance; Design Standards and Specifications for parking and driveway surfaces



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To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: September 12, 2024
Subject: Request to extend closure of Burdick Street

On Sept. 9, 2024, the Clerk-Treasurer's Office received the following request via email:

We would like to extend our Road Closure of Burdick Street until September 30, 2024.

We still have the roof to the building to put on which will have to be placed by a crane on September 19, 2024 from Burdick Street. With the limited access to the building and working area, Ziolkowski Construction would like to request an extension to our Road Closure on Burdick Street so we can finish our work to the Goshen Stamping Project.

Thank you,

Scott Quinn, Project Manager

Ziolkowski Construction, Inc.

4050 Ralph Jones Drive

South Bend, IN 46628

squinn@zbuild.com

Cell Phone: 574-276-2729

Office: 574-287-1811 Ext 227

On May 9, 2024, the Board of Public Works considered the original street closure request. Copied on the following page are the Clerk-Treasurer's minutes of that meeting.



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

On behalf of Ziolkowski Construction, Inc., **City Director of Public Works & Utilities Dustin Sailor** indicated that the company was requesting the closure of Burdick Street, from May 20-Aug. 31, 2024, for a construction project at Goshen Stamping. He said the proposed project was still undergoing site plan review with the City Engineering, Building and Planning departments, but he said he saw no reason why the closure should be denied at this time.

Sailor said that in initial conversations with City staff, Ziolkowski representatives were informed that they would need to contact adjacent property owners about the proposed street closure. **Sailor** said he wasn't aware adjacent property owners have been contacted but assumed that had taken place.

Clerk-Treasurer Aguirre added – and **Sailor** confirmed – that the company has been in contact with City officials for several months and were seeking to follow all of the rules.

In response to a question from **Board member Landis** about the work, **Sailor** said the company was modifying Goshen Stamping's building but also was seeking to install stormwater drainage in the parking area outside the City's right of way but needed room on the street to work.

Landis/Swartley moved to approve the closure of Burdick Street from May 20 through Aug. 31, 2024 for a construction project at Goshen Stamping on the condition that Ziolkowski Construction, Inc. gets permission from adjacent property owners for the closure.

After the motion was made, **City Assistant Planning & Zoning Administrator Rossa Deegan** asked **Sailor** if the company still planned to move forward with the street closure even if it hadn't received approval of the site plan, which he said was not yet approved.

Sailor said he was unclear on when the approval would take place because of the possible need for approval by the **Board of Zoning Appeals**. Still, he said the Board of Works could approve the closure and then the company could return to the Board and seek a modification of the approval if necessary. He said the company has completed the first of three planned construction phases.

Deegan there could be a separate zoning clearance for the second and third phases, allowing work to proceed.

Board members clarified the motion. In addition, **Street Commissioner David Gibbs and Sailor** discussed whether the City or applicant would be providing the barricades for the street closure.

By a 5-0 vote, the Board then approved the motion.



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

May 6th, 2024

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

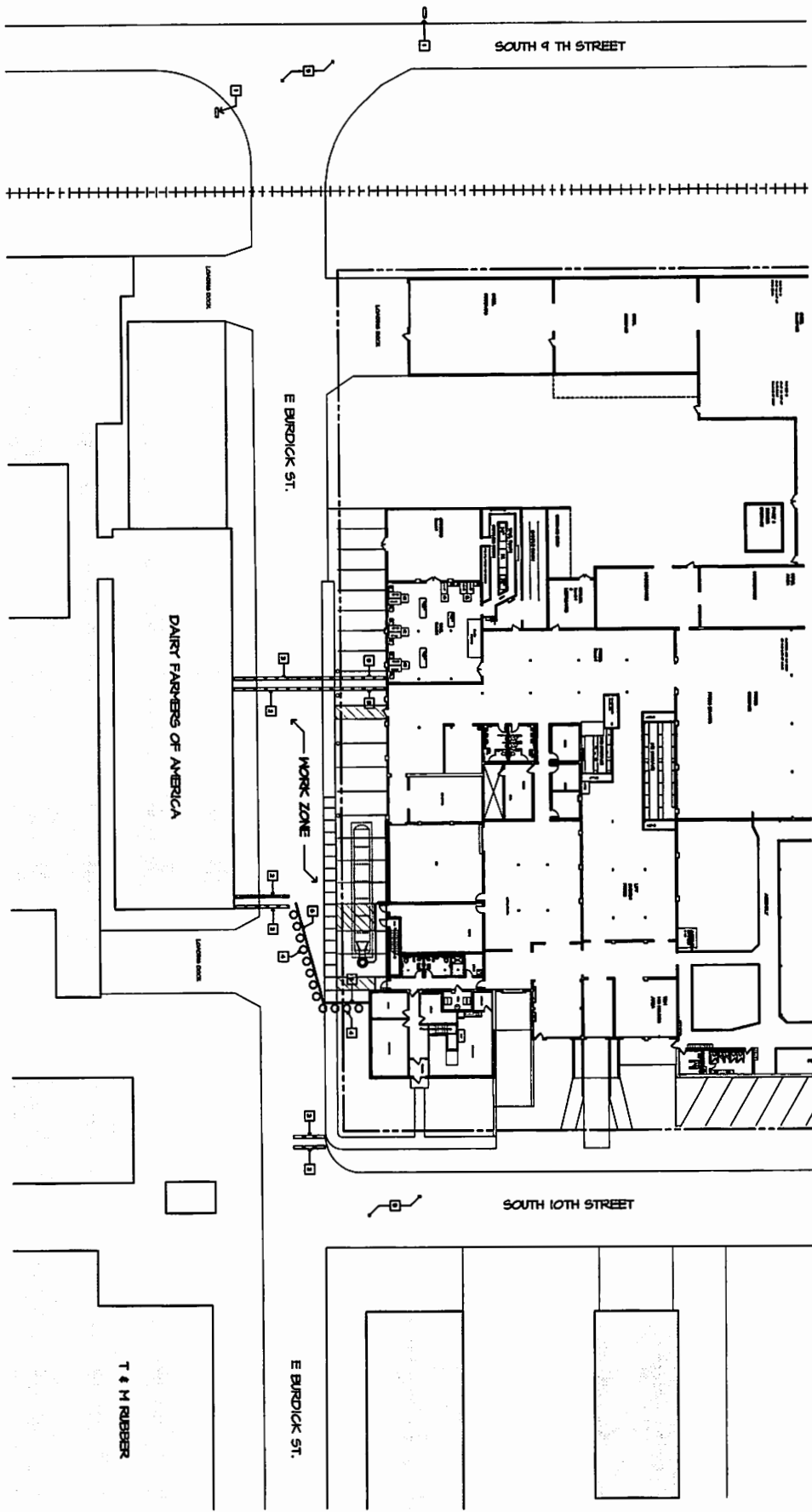
RE: Goshen Engineering Board Meeting/ Street Closure (Burdick St)

City of Goshen,

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

Sincerely,

Brian Maxey
Project Manager



SITE DEVELOPMENT PLAN

- BARRIER NOTES**
- 1. Show a barrier closure where you are located or have been or will be
 - 2. Show a barrier closure where you are located or have been or will be
 - 3. Show a barrier closure where you are located or have been or will be
 - 4. Show a barrier closure where you are located or have been or will be
 - 5. Show a barrier closure where you are located or have been or will be
 - 6. Show a barrier closure where you are located or have been or will be
 - 7. Show a barrier closure where you are located or have been or will be
 - 8. Show a barrier closure where you are located or have been or will be
 - 9. Show a barrier closure where you are located or have been or will be
 - 10. Show a barrier closure where you are located or have been or will be

C-2
SHEET

STREET CLOSURE

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

DATE 1 ISSUE

1-1-04	CONSTRUCTION POSSIBILITIES REVIEW
3-1-04	FINAL CONSTRUCTION DOCUMENTS
3-1-04	PERMIT AND INSTALL
4-1-04	LOCAL PERMIT COMPLIANCE
4-1-04	FINAL PERMIT COMPLIANCE

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





CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

September 9, 2024

To: Board of Public Works and Safety
From: Brandy Toms, Paralegal
Subject: Award Bid for purchase of Two (2) Service Bodies for Single Axle chassis and approve purchase agreement with W.A. Jones

The City solicited sealed bids for the purchase of two (2) service bodies for the single axle chassis in accordance with Indiana Code § 5-22-8-3. Sealed bids were opened by the Board of Public Works & Safety on August 29, 2024. Below is a summary of the bids received:

Vendor	Per Unit Price	Total Bid
Viking Cives	\$60,708	\$121,416
Meyer Truck Equipment	\$84,200	\$168,400
WA Jones Truck Bodies & Equipment	\$86,740	\$173,480

While Viking Cives and Meyer Truck Equipment have lower bids than WA Jones, both Viking Cives and Meyer Truck Equipment have exceptions that will not fill the needs of the Water & Sewer Department and therefore reject these bids.

Water and Sewer recommends and requests awarding the bid to W.A. Jones Truck Bodies & Equipment for the purchase of two (2) service bodies for single axle chassis as the most responsive and responsible bidder.

Suggested Motion:

Move to reject Viking Cives and Meyer Truck Equipment’s bids as un responsive bids.

Move to award the bid for the purchase of two (2) service bodies for the single axle chassis to W.A. Jones Truck Bodies and Equipment as the most responsive and responsible bidder.

Move to approve and authorize Mayor Leichty to execute the purchase agreement with W.A. Jones Truck Bodies and Equipment for the purchase of two (2) service bodies for single axle chassis.

**PURCHASE AGREEMENT WITH W.A. JONES TRUCK BODIES & EQUIPMENT
FOR TWO (2) SERVICE BODIES ON SINGLE AXLE CHASSIS**

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on _____, 2024, which is the last signature date set forth below, by and between **W.A. Jones Truck Bodies & Equipment** (“Supplier”), whose mailing address is 1171 South Williams Drive, Columbia City, IN 46725, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Effective Date

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

Purchase

- (A) Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Detailed Specifications” attached as Attachment A.
- (B) In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier’s Proposal (Attachment B), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

Delivery

- (A) Supplier agrees to deliver all supplies within nine (9) calendar months from the effective date of this agreement.
- (B) The Supplies shall be delivered FOB Destination to the following address:

City of Goshen Central Garage
230 Steury Ave
Goshen, IN 46528
- (C) All deliveries shall be made Monday through Friday, excluding holidays, during normal business hours unless other prior arrangements are made with City.
- (D) Delivery date shall be the date the complete items, goods, materials, or equipment (“Supplies”), installed and/or ready to operate (if applicable), has been delivered to City.

- (E) To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

Purchase Price; Payment

- (A) City agrees to compensate Supplier for the Supplies provided in accordance with Supplier's proposal the sum of \$173,480.
- (B) The invoice shall be sent to the following address, or at such other address as City may designate in writing.
 - City of Goshen Clerk-Treasurer's Office
 - 202 S. 5th Street
 - Goshen, IN 46528
- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Inspection

- (A) Supplier shall conduct final inspections on all Supplies prior to delivery to City. City has the right to inspect the Supplies to the extent practicable, at any time and place. If City determines as a result of inspection that the Supplies do not conform to all requirements of this Agreement, City may at City's sole option and discretion:
 - (1) require Supplier, at Supplier's sole cost, promptly to correct the defects to the non-conforming Supplies where practicable; or
 - (2) reject the non-conforming Supplies and require Supplier, at Supplier's sole cost, to complete the order by delivering conforming Supplies.
- (B) When the defects for any Supplies cannot be corrected practicably, City may at City's sole option and discretion:
 - (1) by contract or otherwise, correct the defects and charge Supplier any costs incurred by City directly related to the cost of correcting the defects; or
 - (2) reduce the Agreement compensation to reflect the reduced value of the Supplies.
- (C) If Supplier fails to correct performance or take necessary action to ensure future performance, in conformity with Agreement requirements, or when the defects for any Supplies cannot be corrected practicably, City may:

- (1) require Supplier to take necessary action to ensure that future performance conforms to Agreement requirements; and/or
 - (2) terminate the Agreement for default.
- (D) If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.
- (E) Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

Workmanship and Quality; Warranty

Supplier shall guarantee and warrant the Supplies from date of acceptance through the duration of time as stated in the Detailed Specifications. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

Independent Contractor

Supplier shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. As such, Supplier is solely responsible for all taxes and none shall be withheld from the sums paid to Supplier. Supplier acknowledges that Supplier is not insured in any manner by City for any loss of any kind whatsoever. Supplier has no authority, express or implied, to bind or obligate City in any way.

Non-Discrimination

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

Employment Eligibility Verification

- (A) Supplier shall enroll in and verify the work eligibility status of all Supplier's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Supplier is not required to participate in the E-Verify program should the program cease to

exist. Supplier is not required to participate in the E-Verify program if Supplier is self-employed and does not employ any employees.

- (B) Supplier shall not knowingly employ or contract with an unauthorized alien, and Supplier shall not retain an employee or continue to contract with a person that the Supplier subsequently learns is an unauthorized alien.
- (C) Supplier shall require their subcontractors, who perform work under this contract, to certify to the Supplier 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. Supplier agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Supplier fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Supplier 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 Supplier certifies that Supplier 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.

No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Supplier certifies that Supplier does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Indemnification

Supplier shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against (1) any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Supplier or any of Supplier's agents, officers and employees; or (2) any defect in materials or workmanship of any supply, material, mechanism, or other product or service which Supplier or any of Supplier's officers, agents, employees, or subcontractors has supplied to City or has used in connection with this Agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Supplier is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required, if any, under this Agreement.

Insurance

- (A) Prior to commencing work, the Supplier 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 the contract with

City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Supplier 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) Supplier shall at least 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 aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Default

- (A) If Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.
- (B) It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.
- (C) Supplier may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Supplier 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 Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the Supplies described under this contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of City.

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 Supplier.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Notice

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

City:	Supplier:
City of Goshen, Indiana Attention: Goshen Legal Department 204 East Jefferson St., Suite 2 Goshen, IN 46528	W.A. Jones Truck Bodies & Equipment Attention: Denny McIntyre 1171 South Williams Drive Columbia City, IN 46725

Subcontracting or Assignment

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

- (B) In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

Amendments

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

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.

Applicable Laws

- (A) Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Supplier 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 may be deemed a material breach of agreement.

Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Severability

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

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.

Entire Agreement

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

Authority to Bind Supplier

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

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

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

W. A. Jones Truck Bodies & Equipment

Gina Leichty, Mayor

Denny McIntyre, Municipal Sales

Date

Date

Filled in by WA Jones

**DETAILED SPECIFICATIONS
FOR TWO (2) SERVICE BODIES TO BE MOUNTED ON SINGLE AXLE CHASSIS**

SPECIFICATIONS FOR A SERVICE BODY MOUNTED ON A SINGLE AXLE CHASSIS	
MINIMUM SPECIFICATIONS FOR BODY AND HYDRAULICS	Compliance
Note: Body builder must have a prebuild conference with the purchaser to go over layout and placement off all equipment and two such sessions during equipment installation. No equipment shall be installed without approved authorization from purchaser. City of Goshen shall provide the chassis which will be a 2024/25 -Ford F-550- gas engine, -84" c/a-4x4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Service Body Specifications: Please note this unit shall be bid in steel with an option for an aluminum body:	
Body Shell	
The body shall be equal to Knapheide 6132D54 with an option for Aluminum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Body should be 132" in length with 20" side packs and 54" cargo area	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The compartment tops and backs are to be a one-piece seamless design.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, And resistance to corrosion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Body Dimension Specifications	
Overall length is 132"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Overall width is 94"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Floor width is 54"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Side compartment depth is 20"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Floor height is 24"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Street side front vertical compartment is 34" in length and 60" high.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Street side 2 nd vertical compartment is 21-1/4" in length and 40" high	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Street side horizontal compartment is 52 -3/4" in length and 18-1/2" high.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The street side rear vertical compartment is 25-1/4" in length and 40" high.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The curb side front vertical compartment is 34" in length and 60" high.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Curb side 2 nd vertical compartment is 21-1/4" in length and 40" high (this compartment to have a tool box with pull out drawers please list options for this)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Curb side horizontal compartment is 52 -3/4" in length and 18-1/2" high.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The curb side rear vertical compartment is 25-1/4" in length and 40" high.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Curbside rear vertical compartment shall have 1 pair of louver vents installed	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Floor	
The floor plate is to be constructed of a minimum of 12-gauge treadplate with a 1 3/8" return Flange on each side.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
There is to be a torsion floor on the service body for off road use.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Understructure	
Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate	
The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The tailgate is to be a minimum of 12" high and be a slamable style.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
In the open position, the tailgate shall be level with the cargo floor.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The tailgate shall not have any cables, chains, or bars to support it in the open position so it can be used as a work surface for objects wider than the tailgate.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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There shall be two grab handles installed on each side of the tailgate	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Doors	
The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The doors are to be double paneled with hat section reinforcements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The horizontal doors both sides shall be drop down style:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hinges	
Corrosion resistant all stainless-steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hinges are to be spot welded to the door frames and must be supported with a six-year warranty.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Latches	
Stainless steel corrosion resistant paddle latches shall be secured to the door panels by three threaded studs attached to the back of the latch.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The latch must also have an internal cover to protect it from the contents of the compartment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
A microcellular urethane foam gasket is to be installed between the latch flange and the outer door skin to prevent moisture from entering the compartment behind the latch.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Door Strikers	
Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Double spring over center door retainers is to be installed on all vertical doors.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Door retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable for vertical doors.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Horizontal doors are to be secured in an open position parallel to the ground by heavy duty chain retainers.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The chain retainers must be easily removable so that the door can be opened to a full 180 degrees to be able to access the compartment in tight areas.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Shelving	
Shelves are to be constructed of 18-gauge bright spangled galvanized steel.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All shelves are to have hemmed dividers on 4" centers.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Shelves need to have a minimum capacity rating of 250 lbs.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Standard shelf package shall include following 2 adjustable divider shelves in each front vertical compartment, 1 bolt in divider shelf curbside horizontal compartment, 1 adjustable divider shelf streetside rear vertical compartment, no shelving in curbside rear vertical compartment, and 32 shelf dividers. In addition to Street side and Curbside horizontal compartments shall have two pull out shelves. Horizontal compartments shall have bins for small parts included. Each vertical compartment shall have a minimum of two shelves per compartment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Miscellaneous Items:	
Inside of cargo area, front bulkhead and both sides as well as the inside of the tailgate shall be lined with diamond tread plate:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e-trac shall be mounted both sides of cargo area located apex 18" from front bulkhead in the middle between floor and compartment tops Vendor to supply 4 e-trac straps	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Water cast holder shall be mount top curb side in a spot to be determined by customer:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
There shall be a front cone holder mounted on the front chassis bumper	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The rear tail shelf shall have a 2" receiver tube located curb side rear for vice location:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Material rack shall be both sides of the body to front of cargo area:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The city may need some custom hangers, shovel racks, and barricade stands installed before paint. It will be the bidder's obligation to provide and install and shall be included in their quote:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The underside of the tail shelf shall have two flex steps one per side for easy entry	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The rear bumper shall be an 18" thru tail shelf	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lighting: Lighting to meet all FMVSS standards:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Compartment lights: All compartments shall have led lights that operate off the chassis body upfitter	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<p>switches:</p> <p>Work lights: there shall be two rear mounted led swivel work lights at the rear of the body and two Led swivel work lights mounted on the front first vertical compartments facing sideways.</p> <p>Emergency Lights: All lights shall be led style a set of 6" oval rear amber/ clear strobes located on the back panel of the body/ set of amber /clear led 4: strobes located on the front grill / one pre side 4" amber / clear led strobes located midpoint of body sides / set of led stop tail turn, combination strobes rear of body.</p> <p>The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting.</p> <p>Light guards are to be installed by the body manufacturer to provide protection for recessed. stop/tail/turn and backup lights.</p> <p>The wiring harness needs to be protected also.</p>	
<p>Electrical: There shall be outdoor electric receptors located in the rear driver's side vertical compartment as well as the front curbside compartment all shall be wired into the van air system:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Inverter there shall be an 3000 watt inverter included and wired an installed at the direction of the customer:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Rear hitch shall be a class V hitch with a 2" receiver. 7-way Bargman trailer plug. Electric brake controller if not on the chassis:</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Back-up Camera: Chassis is "back-up camera ready" Location of camera determined at "pre-build"</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Rock Guards The front of the body compartments shall be ultra lined for rock protection.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Exterior Prime Paint</p>	
<p>The body is to be completely immersed in electrode position gray epoxy prime paint featuring a zinc phosphate precoat and seal for additional corrosion protection.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Prime paint is to be oven cured to provide a hard-durable finish and is to match the chassis.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Interior Paint</p>	
<p>Interior paint is to be a mid-gloss, mar resistant, light gray finish.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Undercoating</p>	
<p>The body is to be completely undercoated by the body manufacturer using a water base acrylic.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Installation</p>	
<p>The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Warranty</p>	
<p>The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record.</p>	
<p>No Rust-Thru Guarantee</p>	
<p>Continuous Door Hinges – Guaranteed not to fail to operate or come off product.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Latches and Lock Cylinders – Unconditional guarantee against failure.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Shelves – Guaranteed not to fail in bending under a maximum 250 lb. rated load.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Underdeck air system: There shall be a complete underdeck air system installed with the following specifications A Van Air system is preferred however the City will entertain optional other type systems that meet the required specifications:</p>	
<p>Vanair®100/125/160/185 CFM PTO driven air compressor for Ford® 4WD Super Duty vehicles with Thru-Drive™ technology. New and in current production</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Compressor: 100-185 CFM free air at up to 150 PSIG</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>Input Speed: Air compressor shall produce 100 CFM at 1595 RPM input speed. 125 CFM at 1625 RPM input speed 160 CFM at 2085 RPM input speed 185 CFM at 2415 RPM input speed</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

<p>Gear Ratio: Air compressor gear ratio shall be 2.71:1 to ensure lowest possible engine speed</p> <p>Air compressor gear ratio shall be 2.71:1 to ensure lowest possible engine speed</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Air Intake Filters: Separate two-stage, heavy duty, dry-type air filters shall be provided for air compressor.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Air Separation Tank:</p> <p>The tank shall be ASME code approved rated at a 250 PSIG maximum relief pressure. It shall be equipped with a tank mounted O-Ring sealed manifold containing an integrated; minimum pressure valve, blow down valve, pressure regulator, provisions for dual pressure regulator, pressure transducer, provisions for redundant pressure transducer, Resistance Temperature Detector (RTD), and ASME air pressure relief valve. The receiver shall be equipped with a fill cap and easily readable sight glass. The unit shall be equipped with a tank mounted O-ring sealed oil filter head assembly with an integrated thermostatic valve, RTD and a 10 micron full flow spin-on replaceable oil filter canister with built in bypass protection. Receiver tank manifold assemblies to contain JIC and SAE-O-Ring fittings for all hose connections. Receiver tank to have provisions for in-tank engine coolant oil heater. Receiver tank (In.): 10.30D x 22.5L</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Air/Fluid Separator: Ultra Life™ Separator element to be located internally in air separation tank. The separator shall be constructed with metallic end cap with mechanical grounding strap and staples. Vanair separator shall provide for enhanced air quality, reduced operating and maintenance cost and optimized compressor performance with 6000-hour separator life.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Instrument Panel:</p> <p>The V-TEC II™ system consists of an all-in-one I/O and LCD module.</p> <p>The module receives sensor information and modulates infinitely variable engine speed based on air demand. The module also presents system information including system hours, service intervals, air pressure, and oil temperature. The V-TEC II™ is IP66/67 weatherproof rated and features a 3.5-inch LCD display panel that is viewable in low and bright light conditions with 5 navigation buttons.</p> <p>V-TEC II™ System is equipped with torque-management technology providing soft-start PTO engagement which eliminates high torque spikes at start-up.</p> <p>The Vanair® V-TEC II™ Speed Control system utilizes a microprocessor in conjunction with solid state electronics and is designed with a chassis-specific plug and play wiring harness. Wiring harnesses shall be built in accordance with IPC WHMA-A-620C standards and use weatherproof connections and woven loom material. Harness to utilize sealed buss block design for all power and ground circuits eliminating all butt connections and splices. The V-TEC II™ controller is pre-programmed to specific applications based on engine, transmission, PTO gear ratio, and Vanair Underdeck model.</p> <p>PTO will disengage in case of high compressor temperature, over pressurization, over speed, under speed, and failure to set parking brake.</p> <p>The Vanair® V-TEC II™ presents troubleshooting information on the display to eliminate the need for external connections to a laptop and additional software.</p> <p>The V-TEC II™ Controller logs faults and fault conditions for easy troubleshooting diagnostics.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Cooling System: Compressor air-to-oil cooling system shall allow rated air delivery and pressure operation continuously in 125°F ambient temperatures. Fan assembly to be solid-state brushless design with integral thermal protection. Cooler to be mounted in a powder coated sheet metal</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

Filled in by WA Jones

enclosure with a fan assembly and utilize SAE O-ring fittings (No ABS plastic shrouding). When using the V-TEC IITM, a fan temp switch is not used. The RTD, thermal valve and V-TEC IITM, control the compressor cooling. A dual cooler shall be provided for 185 and 200 CFM at 150/200 PSI.	
Controls: Pneumatic inlet control valve shall be integrated into compressor system and automatically modulate output from 0 to 100% in response to air demand	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Driveline: 2 1/2" 1310 series driveline with universal joint, yoke and companion flange.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Unit should include following: Optical oil level sensor Thermal guard weather protection kit 50-hour service kit Filter/Lubricator/Regulator (FLR) Air Hoses, Hose Reels and fittings OSHA Safety Valve (Velocity Fuse) Tool Oiler/Lubricator	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hose Reel: Unit shall include a 50' 3/4 air hose with automatic reel and fittings mounted in location specified by the Goshen Central Garage: Bidder shall include routing hoses and plumbing from air compressor in a direction provided by the Goshen Central Garage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
General: The compressor shall be manufactured in an ISO 9001 certified quality system.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Warranty: The air end is warranted for life when adhering to the prescribed maintenance schedule. This warranty does not cover damage caused by accident, misuse, or negligence. If the compressor unit is disassembled the warranty is void. All other parts including the compressor unit shaft seal are warranted for twelve months subject to the same conditions	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Service Centers The air compressor manufacturer MUST have factory authorized service centers located in each state of the United States of America and Canadian Provinces.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Installation: Systems must be installed by a factory authorized installation center.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

ITEMIZED BID

Filled in by WA Jones

FOR THE PURCHASE OF TWO (2) SERVICE BODIES TO BE MOUNTED ON SINGLE AXLE CHASSIS

The original signed proposal must be submitted to the City of Goshen Clerk-Treasurer's Office, 202 South 5th Street, Goshen, Indiana 46528, by the specified due date and time to receive consideration. The Supplier certifies that the information provided by it in its offer is accurate and complete. The execution of this proposal is certification that the undersigned individual represents the Supplier and has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices offered. By executing this offer, the undersigned individual further certifies that they are duly authorized to execute contracts on behalf of the Supplier and have obtained all necessary or applicable approvals to make this contract fully binding upon the Supplier.

Supplier:

WA Jones Truck Bodies & Equipment

		Company Name
Denny McIntyre		Municipal Sales
Print Name	Title	Signature

Address: 1171 South Williams Drive, Columbia City, IN 46725

Telephone Number (s): Business: 260-244-7661 **Cell:** 574-536-8024

Acknowledgement of Addenda Number(s): _____

The above Quoter hereby submits the following offer to meet all of the requirements in the Specification Documents for the following cost:

DESCRIPTION	PER UNIT PRICE	TOTAL BID:
Two (2) Service Bodies to be Mounted on Single Axle Chassis Year: 2024/25 Make: Knapheide / Vanair Model: 6132D54 (steel) & A6132D54 Aluminum	\$86,740 x 2 Option Aluminum unit in lieu of steel \$92,838	\$173,480 option aluminum for total of two units \$185,676

DELIVERY: The goods, materials and/or equipment to be purchased for this project shall be delivered within nine (9) calendar months from receipt of a notice to proceed from the City. (Please refer to page 7, General Terms and Conditions, #1 Delivery; Liquidated Damages of this Specifications Document.)

Please note at this time WA Jones is able to meet delivery expectations. However with the continuing supply chain issues that everyone is facing. WA Jones cannot participate in Liquidated Damages of 9 months. We are able to guarantee delivery within 9-12 months If not before.

EXCEPTIONS

Contractor shall indicate below whether the Contractor's proposal contains any deviation from or exception taken to the stated Specification Documents.

Any product, materials or method that City, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Contractor submits information that details how the method, goods, materials, and/or equipment offered for substitution will meet or exceed the minimum requirements of criteria and quality to that named in the Specification Documents.

Contractor is cautioned that any exception taken and deemed by City to be a material qualification or variance from the terms of the Specification Documents may result in this proposal being rejected as non-responsive.

In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms and conditions of the Specification Documents, and the Contractor shall be held liable for strict compliance.

NO, this proposal does not contain any deviation from or exception taken to the stated Specification Documents, and this proposal shall be accepted as in strict compliance with all terms and conditions of the Specification Documents.

YES, this proposal does contain deviation from or exception taken to the stated Specification Documents which is/are detailed more fully below (attach additional pages if needed):

BUSINESS CERTIFICATION

Contractor must complete this page to identify the form of business organization the Contractor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Contractor is operating as a (check one):

<input type="checkbox"/> Contractor is a SOLE PROPRIETORSHIP	<input type="checkbox"/> Contractor is a LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> Contractor is a GENERAL PARTNERSHIP	<input type="checkbox"/> Contractor is a LIMITED LIABILITY COMPANY
<input type="checkbox"/> Contractor is a LIMITED PARTNERSHIP	<input checked="" type="checkbox"/> Contractor is a CORPORATION

The Contractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

WA Jones State of Indiana and is currently registered with the Indiana Secretary of State. The Business ID number for the Contractor is 35-2074364.

_____ State of _____ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Contractor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

NEPOTISM DISCLOSURE

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

Contractor **IS NOT** a relative of a City of Goshen elected official.

_____ Contractor **IS** a relative of a City of Goshen elected official. This includes an individual who 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. Please specify the relative(s) below:

Name of elected official: _____

Relationship to Contractor: _____

SIGNATURE

The undersigned certifies that Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation. Contractor agrees to fulfill the requirements of any awarded contract at the prices proposed based on the terms and conditions of all Specification Documents, including all Addenda. The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor's authorized representative constitutes execution of each any every Part of this Proposal.

SIGNATURE MUST BE NOTARIZED

Contractor's Authorized Representative:

Signature: *Denny McIntyre* Title: MUNICIPAL SALES
Printed: DENNY McINTYRE Date: 8/16/2025

STATE OF Indiana)
COUNTY OF St. Joseph) SS:

FIDEL MIRELES JR.
Notary Public, State of Michigan
County of Berrien
My Commission Expires Jun. 11, 2025
Acting in the County of St. Joseph

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Denny McIntyre, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Contractor's Proposal are true and correct.

Witness my hand and Notarial Seal this 16 day of August, 2024.

Printed Name: Fidel Mireles
Notary Public of MI County, Berrien
My Commission Expires: 6-11-25
Commission Number: _____

QUOTATION FOR

Goshen Central Garage Carl Gaines 320 Steury Ave Goshen, IN 46528 E-Mail: carlgaines@goshencity.com	Phone: 574-534-3703 Fax: 574-534-4281 Delivery:	Quote # MACQ5572 Date: 8/14/2024 Salesman: Denny McIntyre
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Description

**Provide And Install Following For Service Body Quotes Due 8/29/24
please See Attached Filled In Specifications For Compliance To Specifications:**

Body To Be Knapheide 6132d54steel)
Overall Length 132" Floor Width 54"
Curb Side And Street Side Front Compartment 60"
Torsion Fillor Both Steel And Aluminum For Off Road Use:
Rear 18" Tail Shelf
Cargo Area And Compartment Tops Diamond Tradplate (not Including 60" Compartments
Work Lights 2 Rear Mounted Rear And Two Mounted Forward
Install Outdoor Electric Recepts Per Customers Direction
Install 3000 Watt Inverter Per Customers Direction
Rear Class V Hitch
Install Customer Provided Backup Camera
Rock Guards
Body To Be Painted Goshen Red To Match The Chassis
Two Flex Steps Mounted At Rear Of Body
Front Bumper Mounted Safety Cone Holder
Van Air Underdeck System Per Specifications With Air Tank Separation Colling System
Hose Reel With 50' 3/4 Air Hose Provided And Isntalled Per Customers Direction

Emerency Light System To Include :
4 Corner Stobe Package
One Per Side 4" Stobe Amber / Clear
Soundoff N Light Mouted On Top Of Cab Protector

**Optional Aluminum Body In Lieu Of Steel \$92,838 Per Unit X 2= \$185,676
Unit Meets Or Exceeds All Plubished Specifications:**

Qty	Unit Price	Ext. Price
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2	\$86,740.00	\$173,480.00
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SubTotal	\$173,480.00
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Sales Tax	\$0.00
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Total	\$173,480.00
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We appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please advise us. This quote shall be valid for a period not to exceed 30 days. THANK YOU. W. A. JONES TRUCK BODIES & EQUIPMENT

*****REQUEST*****

DATE: Thursday, September 12, 2024

TO: GOSHEN BOARD OF WORKS

FROM: GOSHEN WATER & SEWER
KELLY SAENZ

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$7,917.97**
Collection letters were sent out and payments of **\$1,954.69** had been collected.

The uncollected amount equals **\$5,963.28**

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

These are accounts for the most part were finalized thru **Tuesday, June 25, 2024**

WATER: \$2,677.10

SEWER: \$3,286.18

TOTALS

REPORT TOTAL		\$7,917.97
BPS TOTAL	\$2,634.33	\$5,283.64
COUNTY TOTAL	\$3,231.59	\$2,052.05
W-WRITE OFF	\$42.77	\$2,009.28
S-WRITE OFF	\$54.59	\$1,954.69
PAYMENT TOTAL	\$1,954.69	\$0.00
AGREEMENT TOTAL	\$0.00	



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **PLYMOUTH AVENUE ROAD CLOSURE (JN: 2022-0037)**

DATE: September 12, 2024

Niblock Excavating, has requested permission to close Plymouth Avenue at the intersection of 10th Street, starting Friday, September 20 through the end of the day Thursday, October 10. The closure will allow Niblock to perform their work to rebuild the manhole chimney and tie in the storm lines and perform the asphalt and concrete work. All appropriate traffic control devices will be utilized.

Niblock Excavating is requesting this road closure as part of the Tenth Street Reconstruction project. The road closure is being coordinated with Goshen Community Schools.

Requested motion: Move to approve the road closure of Plymouth Avenue, at the intersection of 10th Street between the dates of Friday, September 20, and Thursday, October 10.

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

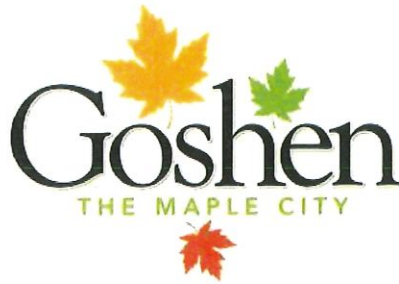
Gina Leichthy, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **RELIANCE ROAD & PEDDLERS ROAD / COUNTY COURT
CONSOLIDATION ROADWAY IMPROVEMENTS
(JN: 2021-0014)**

DATE: September 12, 2024

This memo is to inform the public about a lane restriction on U.S. 33 at the intersection of Reliance Road (old C.R.17). Starting September 10, Niblock will be removing concrete curb, asphalt and storm lines and installing new storm lines, concrete curb and asphalt in the new road shift location. This work is for the County Court Roadway project.

The lane restriction will last until the end of the day Friday, October 11.



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
EAST COLLEGE AVENUE INDUSTRIAL PARK AMENDMENT #2 –
BRINKLEY RV BUILDINGS #6 & #7 (JN: 2023-2046)**

DATE: September 12, 2024

The developer of the Brinkley RV Buildings #6 & #7 project, affecting one (1) or more acres of land and located at 1470 and 1580 Brinkley Way West, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." This project is part of the East College Avenue Industrial Park Development and is considered Amendment #2 to the original PCSMP accepted on May 24, 2023.

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Brinkley RV Buildings #6 & #7 as it has been found to meet the requirements of City Ordinance 4329.



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
ZOLLINGER SUBDIVISION (JN: 2024-2005)**

DATE: September 12, 2024

The developer of the Zollinger Subdivision project, affecting one (1) or more acres of land and located near the Zollinger Road and Middlebury Street intersection on the east side of Zollinger Road, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Zollinger Road as it has been found to meet the requirements of City Ordinance 4329.



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

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

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

September 9, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 322 W. Oakridge Avenue, Goshen, Indiana

An unsafe building review hearing is scheduled for the property located at 322 W. Oakridge Avenue, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner.

The Board of Works needs to conduct the hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. After receiving the evidence, the Board must determine if it will affirm, rescind, or modify the Order of the Building Commissioner, both as to the finding of code violations that make the building unsafe, and as to the required action to take.

If the Board finds the evidence supports the Order of the Building Commissioner and wishes to affirm, it should move to adopt the findings in the Building Commissioner's Order as its findings at the condition of the building at the real estate and the appropriateness of demolition, and, based on those findings, affirm the Order for demolition.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

July 17, 2024

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code numbers 20-11-09-128-004.000-015 and 20-11-09-128-005.000-015; commonly known as 322 W. Oakridge Avenue, Goshen, Indiana, and more particularly described as follows:

Tract #1: Lot Number Eleven (11) in Banta's Addition to the City of Goshen, Indiana, and the north one-half (N ½) of the vacated alley adjacent south, as per Ordinance No. 3244, dated June 5, 1987, and recorded in Instrument #87-012410, Records of Elkhart County, Indiana.

Tract #2: Also, beginning at the Northwest corner of Lot Number Eleven (11) in Banta's Addition to the City of Goshen, Indiana; thence west fifty (50) feet along the south line of Oakridge Avenue; thence south two hundred (200) feet; thence east fifty (50) feet; thence north two hundred (200) feet to the place of beginning.

Commonly known as: 322 West Oakridge
Goshen, Indiana 46526

Section 2.

The property identified in Section 1 consists of a vacant residential structure and accessory building/garage, both of which are in violation of Goshen City Code. The vacant residential structure is in violation as follows:

1. The foundation is not reasonably weather tight and has not been kept in good repair, a violation of Section 6.3.1.1(b). There are areas of the foundation where cracks and holes have formed permitting water to enter the structure.
2. The exterior walls and siding have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple areas where siding has been damaged or is missing.
3. The interior walls have not been kept in good repair, a violation of Section 6.3.1.1(b). Interior walls have been removed or have begun to collapse.
4. The ceilings have not been kept in good repair, a violation of Section 6.3.1.1(b). Sections of the ceiling have begun to collapse.
5. The floors have not been kept in good repair, a violation of Section 6.3.1.1(b). Floor coverings have been removed and areas have begun to collapse.
6. The structure's roof is not sound, tight, and free of defects that admit rain, or otherwise kept in good repair, a violation of Section 6.3.1.1(c). There is evidence of a roof leak, with exposed wood members water logged and compromised.
7. Windows in the structure are not reasonably weather tight, in sound working condition, and otherwise kept in good repair, a violation of Section 6.3.1.1(d). There are multiple broken windows throughout the structure.
8. All painted surfaces have not been properly coated, weather tight, and maintained in good condition, a violation of Section 6.3.1.1(g). There is chipping and peeling paint throughout the interior of the structure.
9. The heating and mechanical system at the structure is not operable, a violation of Section 6.3.1.1(a). There is no working furnace or duct system.
10. The plumbing system at the structure is not operable, a violation of Section 6.3.1.1(a). There are missing plumbing fixtures and existing plumbing is not installed properly.
11. The electrical system at the structure is not operable, a violation of Section 6.3.1.1(a). The electrical panel is exposed and there are exposed wires throughout the structure. The electrical system does not work properly.
12. The structure is a fire hazard as a result of obsolescence, dilapidated conditions, and deterioration, a violation of Section 6.3.1.1(x). There is evidence of a prior fire as a ceiling and floor show significant charring on and smoked damaged structural members throughout. The interior of the structure is full of excess housing appliances and other storage. The structure is easily accessible to humans and animals, with animal feces being present throughout, along with evidence of vagrants entering the structure.
13. The structure is vacant and not secured, a violation of Section 6.3.1.1(ff). The property is easily accessible to people and animals. The structure is not maintained in a manner that would permit human habitation, occupancy, or use as it is full of trash, debris, and animal feces.

The accessory building/garage is in violation as follows:

14. The garage is in such condition that it is likely to partially or completely collapse due to faulty construction, deterioration, and decay, a violation of Section 6.3.1.1(r). Faulty construction has compromised the structural integrity of the garage. The roof assembly is beginning to show signs of failure. The exterior of the outside walls of the garage were never properly weather protected and is showing signs of decay.

These conditions render the vacant residential structure as unsafe within the meaning of I.C. § 36-7-9-4(a)(1), (2), (5), and (6). The deterioration to the foundation, the collapsing walls, floors, and ceilings, the leaking through the roof causing water damage, weakened structural members, rotting, and other deterioration, in addition to the structure being unsecured, is all evidence that the structure is in an impaired structural condition that makes it unsafe to person or property. The loose, hanging, exposed electrical wires throughout the structure, coupled with its unsecured nature and accumulated trash and materials inside, render it a fire hazard. The structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning cracks in the foundation, a leaky roof, collapsing ceilings, floors, and walls, and its unsecured nature. The structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

In addition, the garage's condition makes it an unsafe building within the meaning of I.C. § 36-7-9-4(a)(1) and (5). The garage is in an impaired structural condition and dangerous to person or property due to its violations of the Neighborhood Preservation Ordinance. In particular, the structural integrity of the garage has been compromised due to faulty construction and continued deterioration as the result of water leaks through the roof. In addition, the roof assembly is showing signs of collapse. The exterior walls of the garage were never properly weather protected and are showing signs of decay and deterioration as a result of continued exposure to the elements. The likelihood of continued deterioration due to the faulty construction, disrepair, unuse, and water leaks, makes the property unsafe.

Further, the structures at the property identified in Section 1 continue to require reinspection and additional abatement action after prior abatement actions. In 2009, the City of Goshen and Ron Davidhizar ("Davidhizar") entered into an Agreed Judgment in Cause No. 20C01-0709-OV-00002, which concerned multiple properties, including the real estate identified in Section 1. Under said Agreed Judgment, Davidhizar was to complete repairs to the vacant structure at the subject real estate by December 31, 2009. Due to continued violations at the subject real estate, Davidhizar and the City of Goshen entered into a Stipulation, dated May 13, 2015, where Davidhizar agreed to bring the structures at the subject real estate into compliance by September 30, 2015.

When repairs still had not been made to the vacant residential structure, Goshen engaged in administrative enforcement procedures, resulting in a hearing before the Goshen Board of Public Works and Safety, the City's unsafe building hearing authority, on July 18, 2016. As a result of that hearing, the Goshen Board of Public Works and Safety issued an order finding the property to be unsafe and referred the matter to the Goshen Legal Department for further legal action to enforce the Neighborhood Preservation Ordinance.

The City of Goshen filed suit against Davidhizar to enforce the Order of the Board of Public Works and Safety on August 23, 2016, under Cause No. 20C01-1608-PL-229. An Order of Joint Stipulation and Agreed Judgment was entered whereby Davidhizar agreed to bring the structure into compliance with Goshen City Code by November 1, 2019. Due to Davidhizar's failure to bring the property into compliance by said date, a contempt action was filed with the Court,

resulting in Davidhizar paying a judgment fine of Two Thousand Five Hundred Dollars (\$2,500.00) pursuant to Court Order dated June 25, 2020. Subsequently, the City and Davidhizar entered into an Agreed Order on May 10, 2021, where Davidhizar executed a Cash Performance Bond in the sum of Ten Thousand Dollars (\$10,000.00) for completion of the repairs to the vacant residential structure at the real estate by November 8, 2021. When Davidhizar failed to make repairs, the performance bond was released to the City by Order of the Court on November 15, 2022. Later, by agreement of the parties, the Ten Thousand Dollars (\$10,000.00) was entered as liquidated damages from Davidhizar to City, via Court Order dated November 13, 2023.

The property was reinspected again on May 22, 2024, and the violations indicated above demonstrate the lack of any substantial repairs to this structure for fifteen (15) years, despite various enforcement and abatement actions taken by the City of Goshen.

Based on these findings concerning the condition of both the residential structure and the garage on the real estate, as well the fact that the property continues to require reinspection and additional abatement action by Goshen despite prior abatement actions, demolition of both the garage and vacant residential structure is warranted.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings (residential structure and garage) identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed within sixty (60) days.

Section 4.

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

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, September 12, 2024 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set

for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order.

Section 6.

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

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

Section 7.

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

Section 8.

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on July 17, 2024.

City of Goshen Building Department



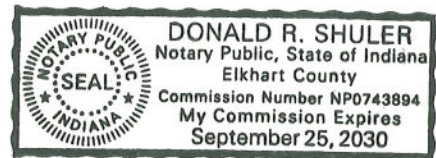
Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this July 17, 2024, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public



Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 322 W. Oakridge Avenue, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on July 19, 2024:

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528



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

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

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



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

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

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

September 9, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 213 Crescent Street, Goshen, Indiana

An unsafe building review hearing is scheduled for the property located at 213 Crescent Street, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner. The matter was rescheduled from the original hearing date due to lack of service; the Notice of Rescheduled Hearing is also attached for reference.

The Board of Works needs to conduct the hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. After receiving the evidence, the Board must determine if it will affirm, rescind, or modify the Order of the Building Commissioner, both as to the finding of code violations that make the building unsafe, and as to the required action to take.

If the Board finds the evidence supports the Order of the Building Commissioner and wishes to affirm, it should move to adopt the findings in the Building Commissioner's Order as its findings at the condition of the building at the real estate and the appropriateness of demolition, and, based on those findings, affirm the Order for demolition.

**CITY OF GOSHEN BUILDING COMMISSIONER
UNSAFE BUILDING ENFORCEMENT AUTHORITY
ORDER**

August 2, 2024

IN RE: Violation of Goshen City Code

Property Address: 213 Crescent Street, Goshen, Indiana

Property Tax Code: 20-11-09-277-018.000-015

Property Legal Description: See Attached Exhibit A

Property Owner: Midwest Leasing, LLC

Substantial Property Interest of Record: None

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code numbers 20-11-09-277-017.000-015; commonly known as 213 Crescent Street, Goshen, Indiana, and more particularly described in Exhibit A.

Section 2.

The violation is the existence of a residential structure that has recently sustained a fire, causing significant damage. There are burnt, charred members throughout the structure that are beyond repair. All fire-resistant qualities are gone. The damage sustained by the fire renders the building in danger of collapse. The condition of the residential structure at the real estate is in violation of Goshen City Code §§ 6.3.1.1(q), (r), (v), (w), and (x). The overall state of the structure as a result of its recent fire has resulted in the vacant structure becoming unfit for human habitation, occupancy, or use under the City of Goshen's Neighborhood Preservation Ordinance.

Therefore, the residential structure located at the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(2), (4), (5), and (6). The loss of all fire-resistant qualities renders the structure a fire hazard. The deteriorated and otherwise fire damaged condition of the building, including the lack of roof and loss of structural members, renders it a public nuisance and dangerous to persons due to violations of the Neighborhood Preservation Ordinance; and the structure is vacant or blighted and not maintained in a manner that would permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Based on these findings concerning the condition of the residential structure and the significant damage caused by a recent fire, demolition of the vacant residential structure is warranted.

Section 3.

You are hereby **ORDERED** to demolish the unsafe building identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed within forty-five (45) days.

Section 4.

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

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, August 29, 2024 at 4:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

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

Section 6.

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

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

Section 7.

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

Section 8.

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on August 2, 2024.

City of Goshen Building Department

Myron Grise

 Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this August 1, 2024, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

Donald R. Shuler

 Notary Public

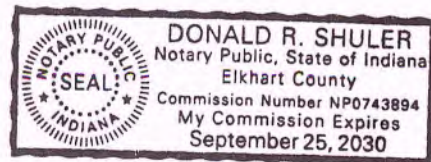


Exhibit A – Legal Description


A part of Lot #12 as said lot is known and designated on the recorded Plat of Chamberlains Second Addition to the Town, now City, of Goshen, Indiana and recorded in the Elkhart County Recorder's Office in Deed Record Volume 21, pages 290 and 291, and more particularly described as follows:

Commencing at the Northeasterly corner of aforementioned Lot #12, the point of beginning of this description; thence Northwesterly along the Northerly line of said Lot #12 and the Southerly line of Crescent Street, a distance of 44.00 feet; thence Southwesterly parallel to the Easterly line of said Lot #12, a distance of 87.00 feet; thence Southeasterly parallel to the Northerly line of said Lot #12 and the Southerly line of Crescent Street, a distance of 44.00 feet; thence Northeasterly along the Easterly line of said Lot #12, a distance of 87.00 feet to the point of beginning of this description.

Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 213 Crescent Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on August 9, 2024:

Midwest Leasing, LLC
15698 County Road 8
Bristol, Indiana 46507



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

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

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

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
NOTICE OF RESCHEDULED HEARING**

August 23, 2024

IN RE: Violation of Goshen City Code

Property located at: 213 Crescent Street, Goshen, Indiana
Property Tax Code: 20-11-09-277-018.000-015
Property Legal Description: See Exhibit A to Attached Order

Please be advised that, due to lack of service, the hearing scheduled for review of the enclosed Order of the City of Goshen Building Commissioner, previously scheduled for August 29, 2024, has been rescheduled for **Thursday, September 12, 2024 at 4:00 p.m. (local time)**, or soon thereafter. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

City of Goshen Board of Public Works and Safety
Unsafe Building Hearing Authority

Certificate of Service

The undersigned hereby certifies that the foregoing Notice of Rescheduled Hearing for the premises at 213 Crescent Street, Goshen, Indiana was served by sending a copy by certified mail, return requested and by regular first-class mail to the last known address of the following persons to be notified on August 26, 2024:

Midwest Leasing, LLC
c/o Steve Chupp, Registered Agent
15695 County Road 8
Bristol, Indiana 46507



Donald R. Shuler