



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**4:00 p.m., February 13, 2025**

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

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

### **Call to Order by Mayor Gina Leichty**

**Approval of Minutes:** Unavailable

### **Approval of Agenda**

- 1) Open Sealed Bids:** Goshen Annex Building Re-Roofing project
- 2) Open Sealed Bids:** Community Crossings Matching Grant Asphalt Paving Project
- 3) Police Department request:** Approve the promotion of Officer **David Stump** #213 to the rank of Patrol Officer, retroactive to Feb. 12, 2025
- 4) Fire Department request:** Approve the resignation of Lieutenant **Jeff Wogoman**, effective Feb. 15, 2025
- 5) Fire Department request:** Approve write of bad debts and contractual allowances billed for ambulance services for 2021, 2022 and 2023 totaling \$2,977,633.22
- 6) Legal Department request:** Approve and authorize the Mayor to execute the agreement with Peerless Midwest, Inc for the cleaning of wells #2, #13, and #14 at a not-to-exceed cost of \$286,900
- 7) Engineering Department request:** Approve the agreement with Cut Rite Services for the North Goshen Neighborhoods Tree Removal project in the amount of \$62,700
- 8) Clerk-Treasurer's Office request:** Allow the Clerk-Treasurer's Office and Utilities Office to void \$4,461.53 in outstanding warrants dated on or before Dec. 31, 2022

### **Privilege of the Floor**



**CITY BOARD OF PUBLIC WORKS & SAFETY COMPLIANCE HEARINGS:  
4:00 p.m., Feb. 13, 2024**

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

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

**9) Unsafe Building Compliance Hearing for property at 213 Crescent Street**  
(Midwest Leasing LLC, property owner)

**10) Unsafe Building Compliance Hearing for property at 215 Crescent Street** (Cecil Bontreger, property owner)

**11) Unsafe Building Compliance Hearing for property at 322 West Oakridge Avenue** (Ronald E. Davidhizar, property owner)

**12) Unsafe Building Compliance Hearing for property at 214 East Clinton Street**  
(Ronald E. Davidhizar, property owner)

**Approval of Civil City and Utility Claims**

***Adjournment***



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **GOSHEN ANNEX RE-ROOF  
PROJECT NO. 2024-0017**

DATE: February 13, 2025

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The Clerk-Treasurer's Office has received bids from contractors today for the Goshen Annex Building Re-Roof project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion: Open bids received from Contractors for the Goshen Annex Re-Roof project and read the Base Bid amount and refer the bids to the Engineering Department.**



**Engineering Department  
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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **COMMUNITY CROSSINGS MATCH GRANT ASPHALT PAVING PROJ.  
PROJECT NO. 2024-0002B**

DATE: February 13, 2025

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

**Requested Motion: Open bids received from Contractors for the CCMG Asphalt Paving project and read the Total Base Bid amount and refer the bids to the Engineering Department.**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

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

Date: February 13<sup>th</sup>, 2025

From: Jose' Miller, Chief of Police

Reference: The Promotion of Officer David Stump #213 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer David Stump #213 from the position of Probationary Patrol Officer to the rank of Patrol Officer retroactive to February 12<sup>th</sup>, 2025. On February 12<sup>th</sup>, 2025, Officer Stump had completed his twelve (12) month probationary period. Officer Stump has demonstrated he will be a great addition to the Goshen Police Department and to this community.

\*David will be present for the meeting\*

Respectfully,

Jose' Miller #116  
Chief of Police  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



ANTHONY D. POWELL

FIRE CHIEF

CITY OF GOSHEN

209 N. 3<sup>rd</sup> Street Goshen, Indiana 46526

Phone (574) 537-3853

Cell (574) 596-0940

Fax (574) 533-7263

[anthonypowell@goshencity.com](mailto:anthonypowell@goshencity.com)

[www.goshenindiana.org](http://www.goshenindiana.org)

February 4, 2025

To: Board of Works and Public Safety

RE: Resignation of Lieutenant Jeff Wogoman

From: Fire Chief Anthony Powell

**To the Board of Works and Public Safety,**

Lieutenant Jeff Wogoman has submitted his letter of resignation from the Goshen Fire Department, effective February 15, 2025, after 28 and a half years of dedicated service. Throughout his career, Jeff has been a committed firefighter, leader, and mentor, contributing significantly to the department and the community.

In addition to his service with the Goshen Fire Department, Jeff has been a volunteer and part-time employee with the Middlebury Fire Department since 1990. He previously served as the Fire Chief for Middlebury and will continue in that role full-time following his retirement from GFD.

We sincerely thank Lieutenant Wogoman for his many years of service to the City of Goshen and wish him all the best in his retirement from GFD and in his continued leadership with the Middlebury Fire Department.

**Sincerely,**

Anthony Powell

Fire Chief

Goshen Fire Department



**ANTHONY D. POWELL**  
**FIRE CHIEF**

209 N. 3<sup>rd</sup> Street Goshen, Indiana 46526

Phone (574) 533-7878

Fax (574) 534-2804

[fireambulance@goshencity.com](mailto:fireambulance@goshencity.com)

[www.goshenindiana.org](http://www.goshenindiana.org)

February 13, 2025

TO: HONORABLE MAYOR GINA LEICHTY  
HONORABLE BOARD OF PUBLIC WORKS AND SAFETY MEMBERS

FROM: ANTHONY POWELL, FIRE CHIEF

Ladies and Gentlemen,

I respectfully request permission to write off the attached Bad Debt and Contractual Allowances. These accounts have been billed to insurance and the patient balance billed. The account will receive three mailing attempts, if we don't receive a response, the accounts are turned over to the Collection Agency.

The attached workbook has three tabs; one for each year. 2021 (Tab 1), 2022 (Tab 2) and 2023 (Tab 3) The write-offs total \$2,977,633.22.

If you have any questions, I will be happy to discuss them with you.

Respectfully,

Anthony Powell  
Fire Chief

**CITY OF GOSHEN, INDIANA - FIRE DEPARTMENT**

**SUMMARY OF BAD DEBT AND CONTRACTUAL ALLOWANCE WRITE-OFFS FOR 2021**

*Due to the length of the report, approximately 90 pages, we are providing this summary report for the consideration of the Board of Works and Public Safety. The full report is available in the Clerk-Treasurer's Office for further review as needed.*

<u>Credit Description</u>	<u>Payor Name</u>	<u>Amount</u>
Contractual Allowance	AARP MC Complete Advantage Sr Plan	\$ 27,294.32
	AARP MEDICARE ADVANTAGE WELLMED	184.04
	Aetna Adv SR Plan	2,836.29
	AETNA BETTER HEALTH MI CAID HMO	397.88
	Aetna Better Health of Michigan (MC MCO complete)	344.14
	AETNA BETTER HEALTH OF OHIO MEDICARE	394.30
	Aetna Medicare Plan (MC HMO)	184.04
	ALLWELL INDIANA (MC MCO)	1,683.60
	Anthem (Indiana CAID HMO)	27,616.35
	Anthem BC (MC HMO INDIANA) 1 Wellpoint Way MHMO	23,685.04
	Anthem BCBS Indiana Main	25,959.59
	Anthem BCBS Indiana Main Unassigned	2,550.36
	Anthem BCBS of Ohio	552.18
	Anthem HIP	40,852.12
	Anthem Senior Advantage (MC HMO OHIO)	217.11
	Bill Patient	195.00
	CareSource HIP (Indiana)	4,886.66
	Caresource Indiana (caid HMO)	4,168.89
	CareSource Insurance	1,050.76
	CCMSI (DANVILLE)	887.38
	CHAMPVA P O BOX 469064	272.24
	Cincinnati Insurance CIC/MCMC (All but MI or TX)	13.50
	COVID19 HRSA Uninsured Testing and Treatment Fund	4,243.29
	Evercare/AARP complete (MC HMO)	616.37
	Haulers Insurance Co.	259.00
	HP Indiana Medicaid	36,056.91
	Humana Choice PPO SR Plan	34,761.32
	Humana Gold Choice SR Plan	19,760.48
	Indiana Medicare Part B	180,364.56
	IU Health Plan Medicare Advantage	607.55
	Managed Health Services (IN caid HMO)	97,146.49
	McLaren Health Plan Medicaid	772.74
	MDWise Excel Network (IN CAID HMO)	3,263.28
	MDWise HIP	3,769.66
	MDWise HIP (2017 thru 2018)	128.00
	Meridian Health Plan of Mi Medicaid	1,246.31
	Oaklawn Psychiatric Hospital Elkhart	643.00
	Priority Health Medicare Senior Plan	384.13
	Railroad Medicare	1,009.26
	SAINT JOSEPH PACE (MEDICARE MCO)	212.53
	TRICARE East Region Claims	1,236.02
	TRINITY HEALTH PACE MC MCO	906.76
	UMR	888.36

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**CITY OF GOSHEN, INDIANA - FIRE DEPARTMENT**

**SUMMARY OF BAD DEBT AND CONTRACTUAL ALLOWANCE WRITE-OFFS FOR 2021 (Continued)**

<u>Credit Description</u>	<u>Payor Name</u>	<u>Amount</u>	
Contractual Allowance	UNITED HEALTHCARE DUAL COMPLETE LP1 MCO HMO	173.07	
	UNITED HEALTHCARE DUAL COMPLETE MCO HMO	8,534.74	
	UNITED HEALTHCARE LPPO NURSING HOME PLAN	408.79	
	United Healthcare Medicare Advantage	787.76	
	United HealthCare Medicare Replacement Plan (MC Senior Plan)	2,463.04	
	VA Jesse Brown	3.00	
	VA Medical Center Fee Basis	(952.06)	
	VA Northern in HCS	(876.80)	
	Contractual Medicaid - MNNE	HP Indiana Medicaid	6,227.61
		Managed Health Services (IN caid HMO)	1,115.42
COVID-19 Cares Act Contractual Mandated Contractual (CO253)	Bill Patient	1,159.66	
	Humana Choice PPO SR Plan	4.35	
	Humana Gold Choice SR Plan	(4.14)	
	Indiana Medicare Part B	(19.86)	
W/O Above Caid Co Pay	Anthem HIP	468.30	
	Bill Patient	145.25	
	CareSource HIP (Indiana)	88.06	
	HP Indiana Medicaid	26,758.96	
	Managed Health Services (IN caid HMO)	182.68	
	MDWise HIP	110.44	
	Medicaid	89.44	
W/O Out of State Medicaid	Forward Health (WI CAID)	736.50	
Write off City Agcy collection	Bill Patient	187,704.41	
Write off Insurance only	Bill Patient	2,488.33	
Write off Monetary limit	Bill Patient	(12.30)	
Write off Resident	Bill Patient	250.00	
Write Off Settlement Agreement	Bill Patient	357.74	
Write off Small Balance	Auxiant PO BOX 0392	0.74	
	Bill Patient	0.28	
Write off Workers Comp	Bill Patient	2,433.19	
	CCMSI (DANVILLE)	3,148.97	
Z Contractual Allow- Medicaid	Anthem HIP	(434.72)	
Z Contractual Allow- Medicare	Humana Gold Choice SR Plan	(439.72)	
	Indiana Medicare Part B	<u>(1,040.01)</u>	
	<b>Total Write-Off</b>	<b><u>\$ 796,562.93</u></b>	

**CITY OF GOSHEN, INDIANA - FIRE DEPARTMENT**

**SUMMARY OF BAD DEBT AND CONTRACTUAL ALLOWANCE WRITE-OFFS FOR 2022**

*Due to the length of the report, approximately 130 pages, we are providing this summary report for the consideration of the Board of Works and Public Safety. The full report is available in the Clerk-Treasurer's Office for further review as needed.*

<u>Credit Description</u>	<u>Payor Name</u>	<u>Amount</u>
Contractual Allowance	AARP MC Complete Advantage Sr Plan	\$ 37,963.74
	Aetna Adv SR Plan	391.00
	Aetna Medicare Plan (MC HMO)	235.75
	ALLWELL INDIANA (MC MCO)	378.26
	Anthem (Indiana CAID HMO)	40,735.57
	Anthem BC (MC HMO INDIANA) 1 Wellpoint Way MHMO	44,299.45
	Anthem BCBS Indiana Main	51,203.36
	Anthem BCBS Indiana Main Unassigned	2,459.59
	Anthem HIP	47,597.60
	Anthem Senior Advantage (MC HMO OHIO)	444.72
	CareSource HIP (Indiana)	4,674.39
	Caresource Indiana (caid HMO)	7,567.09
	CareSource Insurance	460.76
	CCMSI (DANVILLE)	2,636.75
	HP Indiana Medicaid	38,773.92
	Humana Choice PPO SR Plan	39,948.35
	Humana Gold Choice SR Plan	22,966.17
	Indiana Medicare Part B	226,378.49
	IU Health Plan Medicare Advantage	26.74
	Managed Health Services (IN caid HMO)	108,768.36
	McLaren Health Plan Medicaid	1,335.96
	MDWise Excel Network (IN CAID HMO)	4,463.54
	MDWise HIP	11,083.30
	Medicaid	1,188.05
	Priority Health Medicare Senior Plan	742.76
	Railroad Medicare	2,341.50
	TRICARE East Region Claims	1,567.43
	TRINITY HEALTH PACE MC MCO	658.34
	UNITED HEALTHCARE DUAL COMPLETE MCO HMO	13,648.63
	UNITED HEALTHCARE LPPO NURSING HOME PLAN	433.01
	United Healthcare Medicare Advantage	1,116.61
	United HealthCare Medicare Replacement Plan (MC Senior Plan)	5,259.03
	Key Benefit Administrators	552.09
	Unified Group Services	-
	Priority Health Medicaid	957.79
	Signature Care Parkview	574.99
	United Healthcare Dual Complete Medicare Advantage	1,757.75
	Caresource Marketplace (Indiana)	217.11
	UNITED HEALTHCARE COMMUNITY PLAN (IN CAID)	3,376.03
	Aetna Medicare Premier (MCO)	1,380.51
	Berkshire Hathaway Homestate Companies	220.56
	VA TAMPA	322.12
	DEVOTED HEALTH MCO	451.79

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**CITY OF GOSHEN, INDIANA - FIRE DEPARTMENT**

**SUMMARY OF BAD DEBT AND CONTRACTUAL ALLOWANCE WRITE-OFFS FOR 2022 (Continued)**

<u>Credit Description</u>	<u>Payor Name</u>	<u>Amount</u>
Contractual Allowance	United Healthcare Community Plan Medicaid	506.05
	Meridian Medicaid Michigan (4-1-22 forward)	896.49
	Wellcare MC Advantage Sr Plan	2,111.08
	United Healthcare Advantage MC P O BOX 31361	192.85
	All Savers Insurance UHC	431.99
	CHAMPVA PO 30750	205.28
Contractual Medicaid - MNNE	Anthem HIP	552.09
	HP Indiana Medicaid	2,536.83
	Managed Health Services (IN caid HMO)	1,689.72
COVID-19 Cares Act Contractual	MDWise HIP	574.99
	UMR	201.09
Mandated Contractual (CO253)	Cigna Chatanooga all city	42.94
	AARP MC Complete Advantage Sr Plan	257.08
	Aetna Medicare Plan (MC HMO)	4.72
	ALLWELL INDIANA (MC MCO)	3.04
	Anthem BC (MC HMO INDIANA) 1 Wellpoint Way MHMO	495.82
	Humana Choice PPO SR Plan	335.58
	Humana Gold Choice SR Plan	258.26
	Indiana Medicare Part B	2,763.32
	Railroad Medicare	37.95
	UNITED HEALTHCARE DUAL COMPLETE MCO HMO	231.16
	UNITED HEALTHCARE LPPO NURSING HOME PLAN	11.70
	United Healthcare Medicare Advantage	24.58
	United HealthCare Medicare Replacement Plan (MC Senior Plan)	56.88
	United Healthcare Dual Complete Medicare Advantage	8.27
	Aetna Medicare Premier (MCO)	33.86
	Wellcare MC Advantage Sr Plan	14.46
	United Healthcare Advantage MC P O BOX 31361	3.08
W/O Above Caid Co Pay	Anthem (Indiana CAID HMO)	826.24
	Anthem HIP	309.84
	HP Indiana Medicaid	40,467.12
	Humana Choice PPO SR Plan	93.67
	Managed Health Services (IN caid HMO)	1,643.56
	MDWise HIP	279.25
	Medicaid	602.56
	AARP of Atlanta GA All Claims	(77.20)
W/O Out of State Medicaid	MOLINA HEALTHCARE INDIANA CAID HMO	73.15
	ALLWELL INDIANA (MC MCO)	1,235.89
Write off City Agcy collection	Bill Patient	185,696.69
Write off Insurance only	Bill Patient	4,186.45
	Humana Choice PPO SR Plan	956.00
Write off Monetary limit	Bill Patient	14.50
Write off Small Balance	Bill Patient	0.20
	Indiana Medicare Part B	2.82
Write off Workers Comp	Bill Patient	3,512.73
	CCMSI (DANVILLE)	1,799.87
	SEDGWICK CMS (WORKERS COMP) POB 14498	168.51
Contractual-Service Fee	HP Indiana Medicaid	1,094.00

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CITY OF GOSHEN, INDIANA - FIRE DEPARTMENT

SUMMARY OF BAD DEBT AND CONTRACTUAL ALLOWANCE WRITE-OFFS FOR 2022 (Continued)

<u>Credit Description</u>	<u>Payor Name</u>	<u>Amount</u>
Write off Not transported	Anthem (Indiana CAID HMO)	259.00
	Anthem HIP	130.00
	Managed Health Services (IN caid HMO)	1,022.00
Write Off Employee/Family	Bill Patient	104.00
Write off Per Provider	Bill Patient	<u>500.00</u>
	Total Write-Off	<u>\$ 990,940.97</u>

**CITY OF GOSHEN, INDIANA - FIRE DEPARTMENT**

**SUMMARY OF BAD DEBT AND CONTRACTUAL ALLOWANCE WRITE-OFFS FOR 2023**

*Due to the length of the report, approximately 170 pages, we are providing this summary report for the consideration of the Board of Works and Public Safety. The full report is available in the Clerk-Treasurer's Office for further review as needed.*

<u>Credit Description</u>	<u>Payor Name</u>	<u>Amount</u>
Contractual Allowance	AARP MC Complete Advantage Sr Plan	\$ 51,832.58
	ALLWELL INDIANA (MC MCO)	389.68
	Anthem (Indiana CAID HMO)	38,487.05
	Anthem BC (MC HMO INDIANA) 1 Wellpoint Way MHMO	62,259.89
	Anthem BCBS Indiana Main	81,080.88
	Anthem BCBS Indiana Main Unassigned	2,145.04
	Anthem HIP	48,655.29
	Bill Patient	59.21
	CareSource HIP (Indiana)	11,488.35
	Caresource Indiana (caid HMO)	7,397.57
	CCMSI (DANVILLE)	424.43
	HP Indiana Medicaid	50,975.38
	Humana Choice PPO SR Plan	57,388.55
	Humana Gold Choice SR Plan	22,321.73
	Indiana Medicare Part B	224,391.96
	IU Health Plan Medicare Advantage	455.98
	Managed Health Services (IN caid HMO)	107,986.56
	McLaren Health Plan Medicaid	660.36
	MDWise Excel Network (IN CAID HMO)	7,995.74
	MDWise HIP	10,510.31
	Medicaid	630.03
	Priority Health Medicare Senior Plan	855.18
	Railroad Medicare	864.85
	SAINT JOSEPH PACE (MEDICARE MCO)	183.04
	TRICARE East Region Claims	3,480.68
	TRINITY HEALTH PACE MC MCO	1,137.89
	UMR	281.77
	UNITED HEALTHCARE DUAL COMPLETE MCO HMO	19,903.55
	UNITED HEALTHCARE LPPO NURSING HOME PLAN	1,561.04
	United Healthcare Medicare Advantage	189.64
	United HealthCare Medicare Replacement Plan (MC Senior Plan)	6,265.09
	VA Medical Center Fee Basis	13.21
	LCP Transportation HHW Medicaid HMO (PRIOR TO 5/1/2019)	6,732.26
	LCP Transportation HIP (PRIOR TO 5/1/2019)	2,769.02
	STATE FARM PIP BOX 106170	(695.93)
	INDIANA CRIMINAL JUSTICE	695.93
	WESTFIELD INSURANCE PO BOX 5005	536.00
	LCP Transportation HCC Medicaid HMO(PRIOR TO 5/1/2019)	877.30
	Group Administrators (Fort Wayne)	671.30
	Signature Care Parkview	649.18
	Cigna Health Care	3,389.56
	American Freedom Insurance	866.24
	Caresource Marketplace (Indiana)	2,079.66

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**CITY OF GOSHEN, INDIANA - FIRE DEPARTMENT**

**SUMMARY OF BAD DEBT AND CONTRACTUAL ALLOWANCE WRITE-OFFS FOR 2023 (Continued)**

<u>Credit Description</u>	<u>Payor Name</u>	<u>Amount</u>	
Contractual Allowance	Tricare for Life/Medicare Supp	85.62	
	GOLDEN RULE UHC	1,017.71	
	Ambetter From MHS	1,783.46	
	Great West Casualty	1,115.63	
	GATEWAY HEALTH PLAN (MCO)	895.13	
	Administrative Concepts Inc	-	
	UNITED HEALTHCARE COMMUNITY PLAN (IN CAID)	1,487.96	
	Aetna Better Health Premier Plan MMP Illinois (MC COMPLETE)	917.09	
	Wellcare MC Advantage Sr Plan	1,881.96	
	CareSource OH Medicaid before 2-1-23	1,220.27	
	Illinois Department of Public Aid (MEDICAID)	766.06	
	ALLIED BENEFIT SYSTEMS	725.98	
	Accident Fund of Michigan	367.49	
	DEVOTED HEALTH MCO	229.69	
	Aetna Medicare Premier (MCO)	1,878.63	
	Physicians Health Plan Indiana	-	
	United Heartland	241.42	
	Health Alliance Plan Senior+	263.73	
	United Healthcare Dual Complete Medicare Advantage	674.88	
	HealthFirst Life Improvement Plan (MC MCO) NY	456.42	
	VERIDA, INC	305.00	
	SUMMIT CLAIMS CENTER	0.02	
	VA TAMPA	828.20	
	Contractual Medicaid - MNNE	Anthem (Indiana CAID HMO)	1,255.41
		Anthem HIP	623.62
		HP Indiana Medicaid	3,371.71
		Managed Health Services (IN caid HMO)	541.12
		LCP Transportation HIP (PRIOR TO 5/1/2019)	2,431.34
	COVID-19 Cares Act Contractual Mandated Contractual (CO253)	Bill Patient	1,064.54
		AARP MC Complete Advantage Sr Plan	905.21
		ALLWELL INDIANA (MC MCO)	6.14
		Anthem BC (MC HMO INDIANA) 1 Wellpoint Way MHMO	1,199.28
		Humana Choice PPO SR Plan	1,187.20
Humana Gold Choice SR Plan		507.40	
Indiana Medicare Part B		6,010.76	
IU Health Plan Medicare Advantage		12.32	
Railroad Medicare		24.08	
UNITED HEALTHCARE DUAL COMPLETE MCO HMO		574.04	
UNITED HEALTHCARE LPPO NURSING HOME PLAN		39.33	
United Healthcare Medicare Advantage		7.58	
United HealthCare Medicare Replacement Plan (MC Senior Plan)		191.34	
Wellcare MC Advantage Sr Plan		35.24	
Aetna Medicare Premier (MCO)		53.62	
United Healthcare Dual Complete Medicare Advantage		18.22	
W/O Above Caid Co Pay		Anthem (Indiana CAID HMO)	230.95
	Anthem HIP	916.22	
	Bill Patient	85.63	
	CareSource HIP (Indiana)	136.81	

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**CITY OF GOSHEN, INDIANA - FIRE DEPARTMENT**

**SUMMARY OF BAD DEBT AND CONTRACTUAL ALLOWANCE WRITE-OFFS FOR 2023 (Continued)**

<u>Credit Description</u>	<u>Payor Name</u>	<u>Amount</u>
	HP Indiana Medicaid	48,783.96
	Managed Health Services (IN caid HMO)	945.25
	MDWise Excel Network (IN CAID HMO)	164.01
	MDWise HIP	1,078.38
	Medicaid	434.75
W/O Out of State Medicaid	Alabama Medicaid	941.15
	HealthFirst Life Improvement Plan (MC MCO) NY	-
Write off City Agcy collection	Bill Patient	239,030.51
Write off Insurance only	AARP MC Complete Advantage Sr Plan	956.00
	Bill Patient	7,628.10
Write off Monetary limit	Bill Patient	39.19
Write off Small Balance	Bill Patient	1.15
	United Healthcare PO BOX 740800	0.46
Write off Workers Comp	Bill Patient	5,585.45
	CCMSI (DANVILLE)	353.72
	Corvel	846.00
	COMP ONE PO BOX 3013	355.63
	SEDGWICK CLAIMS PO BOX 14671	0.02
Write off Per Provider	Bill Patient	250.00
	AARP of Atlanta GA All CLaims	764.11
Write off Not transported	Bill Patient	585.00
	Managed Health Services (IN caid HMO)	325.00
Write off Non Allowed	Indiana Medicare Part B	2.88
W/O Run Info Not Rec'd	Indiana Medicare Part B	845.27
Write off Caid DX	Managed Health Services (IN caid HMO)	708.12
W/O Non Traditional Caid DX	Medicaid	-
Write off Bankruptcy	Bill Patient	90.72
		<hr/>
	Total Write-Off	<u>\$ 1,190,129.32</u>



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

February 13, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Peerless Midwest, Inc for the Cleaning of Wells #2, #13, and #14

It is recommended that the Board approve and authorize the Mayor to execute the attached agreement with Peerless Midwest, Inc for the Cleaning of Wells #2, #13, and #14. The cost of these services is not to exceed \$286,900.

**Suggested Motion:**

Approve and authorize the Mayor to execute the agreement with Peerless Midwest, Inc for the Cleaning of Wells #2, #13, and #14 at a not-to-exceed cost of \$286,900.



# AGREEMENT

## **With Peerless Midwest, Inc. for the Cleaning of Well #2, #13 and #14.**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2025, which is the last signature date set forth below, by and between **Peerless-Midwest, Inc.**, (“Contractor”), whose mailing address is 55860 Russell Industrial Parkway, Mishawka, IN 46545, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

### **Section 1. Component Parts of this Agreement**

This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in Contractor’s Proposals dated January 30, 2025, and attached to this Agreement as Exhibit A.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1) This Agreement; and
- (2) The Contractor’s Proposals.

### **Section 2. Scope of Services**

1. Contractor shall perform a five (5) day conventional cleaning of Well #2 utilizing surge tank and existing pump, the pump and motor will be overhauled and reinstalled.
2. Contractor shall perform a five (5) day conventional cleaning of Well #13 utilizing surge tank and existing pump, the pump and motor will be overhauled and reinstalled.
3. Contractor shall clean Well #14 utilizing the “Armour Method”, whereby six (6) shots will be used over the course of three (3) weeks. Following the cleaning, the pump will be flow tested again, establishing the well’s capacity and pump performance.

### **Section 3. Effective Date; Term**

- A. The agreement shall become effective on the day of execution and approval by both parties.
- B. Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- C. Parties acknowledges that work on the project will commence as soon as project can be scheduled upon execution of this agreement and the cleaning process will take approximately three (3) weeks to complete.

**Section 4. Compensation**

City agrees to compensate Contractor as follows for performing all Duties:

1. Well #2.....	Not-to-Exceed \$ 67,450
2. Well #13.....	Not-to-Exceed \$138,100
3. Well #14.....	Not-to-Exceed \$ <u>81,350</u>
Total Not-to-Exceed .....	\$286,900

**Section 5. Payment**

(A) City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress.

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

City of Goshen  
c/o Water and Sewer  
308 N. 5<sup>th</sup> Street  
Goshen, IN 46528  
Email: marvshepherd@goshencity.com

(C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City’s receipt of a detailed invoice for all Duties satisfactorily completed. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

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

**Section 6. Ownership of Documents**

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

**Section 7. Licensing/Certification Standards**

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

**Section 8. Warranty**

Contractor provides a 100% warranty on labor, equipment, and any damage that occurs based upon labor and equipment. All materials and workmanship are warranted for a period of two (2) years.

## **Section 9. Independent Contractor**

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

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

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

## **Section 10. Non-Discrimination**

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

## **Section 11. Employment Eligibility Verification**

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

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

Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

## **Section 12. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

**Section 13. No Investment Activities in Iran**

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

**Section 14. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City’s agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor’s agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney’s fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

**Section 15. Insurance**

Prior to commencing work, the Contractor 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. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability.

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.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

- (3) Workers Compensation and Employer’s Liability - Statutory Limits
- (4) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (6) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (7) Excess Umbrella Coverage - \$1,000,000 each occurrence

**Section 16. Force Majeure**

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

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

## **Section 17. Default**

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

It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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

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

## **Section 18. Termination**

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

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

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

**Section 19. 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.

<b>City:</b>	<b>Contractor:</b>
City of Goshen Water & Sewer Department Attention: Marv Shepherd 308 N. 5 <sup>th</sup> Street Goshen, IN 46528 Email: marvshepherd@goshencity.com	Peerless- Midwest, Inc Attention: Adam L. Gerstbauer 55860 Russell Industrial Parkway Mishawaka, IN 46545 Email: adam.gerstbauer@peerlessmidwest.com

**Section 20. Subcontracting or Assignment**

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

**Section 21. Amendments**

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

**Section 22. Waiver of Rights**

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

**Section 23. Applicable Laws**

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

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

**Section 24. Miscellaneous**

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

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

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

**Section 25. Severability**

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

**Section 26. Binding Effect**

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

**Section 27. Entire Agreement**

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

**Section 28. Authority to Bind Contractor**

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

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

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

**Peerless-Midwest, Inc.**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Adam L. Gerstbauer, Project Manager

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



**PEERLESS  
MIDWEST**  
An Employee Owned Company

Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Marv Shepherd

Our No: ALG-121224-B

Date: January 30, 2025

REFERENCE

**Well #2 - Cleaning & Pump Overhaul**

QUANTITY	DESCRIPTION	PRICE
	<b>Well</b> - Five day conventional tank cleaning method of Well 2, utilizing surge tank and existing pump. This includes labor, equipment and materials.  *following the cleaning process, the pump will be flow tested again, establishing the well's capacity and pump performance.	\$27,800.00
	<b>Pump</b> - Current pump performance indicates this pump is in need of an overhaul.  Estimate for a normal wearing parts overhaul -	\$28,300.00
	Estimate for total replacement from the discharge head down (worst case scenario) -	\$39,650.00
STATE SALES TAX, IF APPLICABLE, IS NOT INCLUDED		

TERMS NET-30

**NOT TO EXCEED PRICE: PER ABOVE**

START \_\_\_\_\_

COMPLETE \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_

PEERLESS-MIDWEST, INC.

BY Adam L. Gerstbauer  
Adam L. Gerstbauer



**PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



**PEERLESS  
MIDWEST**  
An Employee Owned Company

Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Marv Shepherd

Our No: ALG-121224-C

Date: January 30, 2025

REFERENCE

**Well #13 - Conventional Clean & Pump Overhaul**

QUANTITY	DESCRIPTION	PRICE
	<b>Well</b> - Five day conventional tank cleaning method of Well 13, utilizing surge tank and existing pump. This includes labor, equipment and materials.  *following the cleaning process, the pump will be flow tested again, establishing the well's capacity and pump performance.	\$27,800.00
	<b>Pump</b> - Current pump performance (off 21%) and historical data of overhaul every 4-5 years (last in 2020) indicates this pump is in need of an overhaul.	\$30,650.00
	Estimate for a normal wearing parts overhaul -	\$42,850.00
	Estimate for total replacement from the discharge head down (worst case scenario) -	
STATE SALES TAX, IF APPLICABLE, IS NOT INCLUDED		

TERMS NET-30

**NOT TO EXCEED PRICE: PER ABOVE**

START \_\_\_\_\_

COMPLETE \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_

PEERLESS-MIDWEST, INC.

BY Adam L. Gerstbauer  
Adam L. Gerstbauer

**PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



**PEERLESS  
MIDWEST**  
An Employee Owned Company

Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Marv Shepherd

Our No: ALG-121224

Date: January 30, 2025

REFERENCE

**Well #14 - Armor Method Cleaning**

QUANTITY	DESCRIPTION	PRICE
	<p><b>Well 14</b> - Armor Method Cleaning: Following the success of previous cleanings on Well 14, we will maintain the previously established process of cleaning this well with the Armor method. As before, this process will take approximately 3 weeks of being on site 2 days each week allowing for a contact time in between chemical injections.</p> <p>*following the cleaning process, the pump will be flow tested again, establishing the well's capacity and pump performance.</p> <p>Current information indicates this pump's performance may be inhibited by plugging. We are hopeful that the above referenced cleaning will help this condition. If not, it would be advisable to pull the pump for full inspection.</p>	\$39,950.00
	Estimate for a normal wearing parts overhaul -	\$30,850.00
	Estimate for total replacement from the discharge head down (worst case scenario) -	\$41,400.00
STATE SALES TAX, IF APPLICABLE, IS NOT INCLUDED		

TERMS NET-30

**NOT TO EXCEED PRICE: PER ABOVE**

START \_\_\_\_\_

COMPLETE \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_

PEERLESS-MIDWEST, INC.

BY Adam L. Gerstbauer  
Adam L. Gerstbauer



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NORTH GOSHEN NEIGHBORHOODS TREE REMOVAL PROJECT  
(JN: 2024-0029)**

DATE: February 13, 2025

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On February 6, 2025, we received proposals for the above referenced project. Following are the results:

Cut Rite Services - \$62,700.00  
Homer Tree Service - \$233,000.00  
Wheatcraft Tree - \$258,680.00

The itemized bid tab is attached for your reference.

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Cut Rite Services as the lowest responsive and responsible bidder.


**Requested Motion: Approve the Agreement with Cut Rite Services for the North Goshen Neighborhoods Tree Removal project in the amount of \$62,700.00.**

**NORTH GOSHEN NEIGHBORHOODS TREE REMOVAL  
MATERIAL BID TAB  
BID DUE DATE - FEBRUARY 6, 2025**

Item No.	Estimated		Description	Cut Rife Services		Wheatcraft Tree *		Homer Tree Service	
	Quantity	Unit		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	Mobilization	\$1,650.00	\$1,650.00	\$25,540.00	\$25,540.00	\$20,000.00	\$20,000.00
2	1	LSUM	Maintenance of Traffic	\$300.00	\$300.00	\$9,690.00	\$9,690.00	\$20,000.00	\$20,000.00
3	1	EA	Tree Removal, 48" Diameter	\$3,600.00	\$3,600.00	\$8,668.75	\$8,668.75	\$10,000.00	\$10,000.00
4	2	EA	Tree Removal, 42" Diameter	\$3,150.00	\$6,300.00	\$8,668.75	\$17,337.50	\$10,000.00	\$20,000.00
5	4	EA	Tree Removal, 36" Diameter	\$2,700.00	\$10,800.00	\$7,568.75	\$30,275.00	\$9,000.00	\$36,000.00
6	3	EA	Tree Removal, 30" Diameter	\$2,250.00	\$6,750.00	\$7,068.75	\$21,206.25	\$8,000.00	\$24,000.00
7	8	EA	Tree Removal, 24" Diameter	\$1,800.00	\$14,400.00	\$6,768.75	\$54,150.00	\$5,000.00	\$40,000.00
8	6	EA	Tree Removal, 18" Diameter	\$1,350.00	\$8,100.00	\$6,518.75	\$39,112.50	\$4,000.00	\$24,000.00
9	8	EA	Tree Removal, 12" Diameter	\$900.00	\$7,200.00	\$6,168.75	\$49,350.00	\$3,000.00	\$24,000.00
10	1	EA	Tree Removal, 10" Diameter	\$750.00	\$750.00	\$600.00	\$600.00	\$3,000.00	\$3,000.00
11	4	EA	Tree Removal, 8" Diameter	\$600.00	\$2,400.00	\$600.00	\$2,400.00	\$2,500.00	\$10,000.00
12	1	EA	Tree Removal, 6" Diameter	\$450.00	\$450.00	\$350.00	\$350.00	\$2,000.00	\$2,000.00
<b>BID AMOUNT TOTAL:</b>					<b>\$62,700.00</b>		<b>\$258,680.00</b>		<b>\$233,000.00</b>

\* Wheatcraft Tree & Lawn LLC added an additional Line Item for Stump Excavation. The price per stump of \$5,468.75 was added to the Unit Prices of this Bid Tab.

I certify that this bid tab is true and accurate, and the contractors submitted all the required bid information.

  
Jamey Bonifager-Singer  
City Utilities Engineer  
City of Goshen

02/11/2025  
Date

**CITY OF GOSHEN, INDIANA**  
**CONTRACT FOR PUBLIC WORKS PROJECT**  
**PROJECT: Tree Removal, North Goshen Neighborhood**  
**PROJECT NUMBER: 2024-0029**

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT (“Contract”) is entered into on February \_\_\_\_\_, 2025, which is date of the last signature set forth on the signature page, by and between **Cut Rite Services, LLC** (“Contractor”), whose mailing address is PO Box 230, 2604 State Road 331, Bremen, IN 46506, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

**1. Component Parts of this Contract.**

- (A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:
  - (1) City of Goshen, Indiana Specifications and Contract Documents for the public works Project and Project Number set forth in the heading above.
  - (2) Contractor’s Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
  - (3) Notice to Proceed issued by City to Contractor.
  - (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
  - (5) Contractor’s certificate of insurance.

The above documents are specifically incorporated into this Contract by reference.

- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
  - (1) This Contract, and any Amendments and/or change orders;
  - (2) The Specifications and Contract Documents; and
  - (3) Contractor’s Proposal.

**2. Duties of Contractor.**

- (A) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with this Contract, including any incidentals whether or not specifically called for in these documents.
- (B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor’s employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor’s employees.
- (C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of the Specifications and Contract Documents and this Contract.

3. **Effective Date; Term.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall begin work on the Project immediately upon receiving a written notice to proceed from City.
- (C) Contractor shall carry out all work on the Project expeditiously with adequate work forces and shall substantially complete work on the Project as follows:
  - (1) All tree removal work must be completed no later than March 31, 2025.
  - (2) The entire Project shall be substantially complete by April 30, 2025.

“Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.

- (D) If Contractor does not complete the tree removal work or substantially complete the entire Project within the time periods set forth in paragraph (C), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that tree removal work is not complete and/or the Project is not substantially completed within the time periods set forth in paragraph (C), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of One Hundred Fifty Dollars (\$150) per day as liquidated damages and not as a penalty for each calendar day the completion of the tree removal work and/or the substantial completion of the entire Project is delayed.
- (E) If the Contractor completes all work on the entire Project prior to March 31, 2025, City shall compensate Contractor the sum of One Hundred Fifty Dollars (\$150) for each workday that the entire project is completed prior to March 31, 2025.

4. **Compensation.**

- (A) City shall pay Contractor for the performance of the work under this Contract based on the established unit prices for the work items as set forth in Contractor’s itemized proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s) or change order(s), is the following:

Total Contract Price/Compensation: .....\$62,700.00

- (B) Payment to Contractor will be based on the unit prices for the work items and the actual number of units used. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.

5. **Payment and Retainage.**

- (A) Upon receipt of a detailed invoice, City shall pay Contractor as work progresses on the Project based on the dollar value of work satisfactorily completed in accordance with the Specifications and Contract Documents. Partial payment(s) under this Contract will be made no more frequently than once every thirty (30) days.
- (B) In accordance with Indiana Code § 36-1-12-13, City shall withhold payment of money in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete. Upon substantial completion, if minor items remain uncompleted, an amount equal to two hundred percent (200%) of value of each item as

determined by the City's engineer shall be withheld until those items are completed. The retainage shall be held by City.

- (C) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- (D) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- (E) Contractor shall submit to City the detailed invoice(s) along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing:  
  
City of Goshen  
c/o Goshen Engineering Department  
204 East Jefferson Street  
Goshen, IN 46528  
Email is also acceptable at [Engineering@goshencity.com](mailto:Engineering@goshencity.com).
- (F) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice, except for final payment under paragraph (D). If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (G) Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts or otherwise correct any work.
- (H) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

6. **Payment Bond.**

- (A) Contractor is NOT required to provide a payment bond for this Project.

7. **Performance Bond.**

- (A) Contractor is NOT required to provide a performance bond for this Project.

8. **Construction Schedule.**

- (A) After being awarded the Contract, Contractor shall update the proposed construction schedule that was submitted with the Contractor's Proposal for approval by City. Contractor agrees to adhere to the construction schedule so that the Project is completed on or before the substantial completion date.
- (B) If Contractor fails to adhere to the construction schedule, Contractor shall adopt other or additional means and methods of construction and commit additional labor, equipment and other resources as necessary to make up for the time lost and to assure completion of the Project on or before the substantial completion date.
- (C) Contractor agrees that no modification to the construction schedule is permitted that will delay the completion of the Project by the substantial completion date without a formal amendment to this Contract.

9. **Project Safety.**

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.
- (B) Pursuant to Indiana Code § 36-1-12-20, if the performance of work for this Project requires the creation of a trench of at least five (5) feet in depth, Contractor and/or any a contractor in any contractor tier shall perform such work in accordance with IOSHA regulations 29 CFR 1926, Subpart F, for trench safety systems. 29 CFR 1926, Subpart F, are incorporated into these Specifications and Contract Documents by reference. The cost for trench safety systems, if required, shall be paid for as a separate pay item, or if not a separate pay item, in the pay item of the principal work with which the safety systems are associated.

10. **Materials and Workmanship; Inspection.**

- (A) All products, materials, components, equipment, supplies or workmanship provided in the performance of this Contract shall be as specified in the project specifications of these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States unless the City has determined, in writing, that the cost of the steel or foundry products manufactured in the United States is considered unreasonable.
- (C) Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.
- (D) City shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (E) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (F) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

11. **Warranty.**

- (A) Contractor shall warrant all products, materials, components, equipment, and/or supplies furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.



- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

12. **Independent Contractor.**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

13. **Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, a contractor in any contractor tier shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
  - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
  - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
  - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
  - (4) That this Contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (C) This section shall also apply to a contractor in any contractor tier.

14. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with an individual that Contractor subsequently

learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.

- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
- (E) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (F) This section shall also apply to a contractor in any contractor tier.

15. **Employee Drug Testing Program.**

- (A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7 as described in Contractor's written plan submitted with their proposal.
- (B) City may cancel or terminate this Contract in the event Contractor fails to implement the employee drug testing program during the term of the Contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.
- (C) This section also applies to a contractor in any contractor tier.

16. **Contractor Compliance with Other Laws.**

- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
  - (1) A contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.
  - (2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
  - (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
  - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
  - (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.
- (C) This section shall also apply to a contractor in any contractor tier.

17. **Indemnification.** Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or

negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.

18. **Insurance.**

- (A) Prior to commencing work, Contractor 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.
- (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) Contractor 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 \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
  - (4) Excess Umbrella Coverage - \$4,000,000 each occurrence

19. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party affected shall immediately provide written notice to the other party. The notice shall provide evidence of the Force Majeure Event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) days from receipt of the notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate the Contract and the other party shall have no recourse.

20. **Default.**

- (A) If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
  - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specifications and Contractor Documents.
- (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

21. **Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

23. **Change Orders.**

- (A) If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

24. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.

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

26. **Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
- (B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
- (C) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so may be deemed a material breach of Contract.

27. **Miscellaneous.**

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

28. **Severability.** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.

29. **Notice.** Any notice required or desired to be given under this Contract 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. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana  
 Attention: Goshen Legal Department  
 204 East Jefferson St., Suite 2  
 Goshen, IN 46528  
 Email: [Legal@goshencity.com](mailto:Legal@goshencity.com)

Contractor: Cut Rite Services, LLC  
 Attention: Homer Hochstetler  
 PO Box 230  
 Bremen, IN 46506  
 Email: [Aden@cutritetreeservices.com](mailto:Aden@cutritetreeservices.com)

30. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

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

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

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

**Cut Rite Services, LLC**

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Homer Hochstetler, Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GOSHEN, INDIANA**  
**PROJECT: Tree Removal, North Goshen Neighborhood**  
**PROJECT NUMBER: 2024-0029**

<b>WORK ITEMS</b>
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This completed form must be included with the Contractor's Proposal for the above referenced Project. Transfer the sum of the work items for the Base Bid and Alternates, if any, to **PART 2-PROPOSED CONTRACT PRICE**.

Contractor Name:           Cut Rite Services LLC          

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total
1	Mobilization and demobilization	1	LSUM	1650	1650.-
2	Maintenance of traffic	1	LSUM	300.-	300.-
3	Tree removal, 48 inch diameter	1	EA	3600.-	3600.-
4	Tree removal, 42 inch diameter	2	EA	3150.-	6,300.-
5	Tree removal, 36 inch diameter	4	EA	2700.-	10,800.-
6	Tree removal, 30 inch diameter	3	EA	2250.-	6,750.-
7	Tree removal, 24 inch diameter	8	EA	1800.-	14,400.-
8	Tree removal, 18 inch diameter	6	EA	1350.-	8100.-
9	Tree removal, 12 inch diameter	8	EA	900.-	7200.-
10	Tree removal, 10 inch diameter	1	EA	750.-	750.-
11	Tree removal, 8 inch diameter	4	EA	600.-	2400.-
12	Tree removal, 6 inch diameter	1	EA	450.-	450.-
Total Base Bid					62,700.-



**City Clerk-Treasurer  
CITY OF GOSHEN**

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

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

[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

TO: Board of Public Works & Safety and Stormwater Board

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Outstanding Warrants

DATE: February 13, 2025

Attached are lists of outstanding warrants from the City Clerk-Treasurer's office and the City Utilities office that are dated on or before December 31, 2022. Pursuant to IC 5-11-10.5-3 through 5, we request permission to void the attached warrants and record receipts back into the funds from which they were drawn.

Schedule A reflects the Utilities Accounts Payable through December 31, 2022, totaling \$1,816.99.

Schedule B reflects the City outstanding warrants through December 31, 2022, totaling \$2,644.54.

Requested Motion:

Move to allow the Clerk-Treasurer's Office and Utilities Office to void \$4,461.53 in outstanding warrants dated on or before December 31, 2022.

**CITY OF GOSHEN, INDIANA**

**SCHEDULE A - UTILITIES OUTSTANDING WARRANTS AS OF DECEMBER 31, 2022**

<u>Warrant Date</u>	<u>Warrant Number</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
1/3/2022	76204	BLUE DOT	\$ 3.01	6101-Water
1/10/2022	76298	PAZ, ETNI	22.48	6101-Water
1/18/2022	76335	HIGDON, JOSEPH	26.77	6101-Water
1/24/2022	76372	OSWALD, JOSHUA	10.87	6101-Water
2/28/2022	76579	HERMOSILLO, MARTIN	11.46	6101-Water
3/7/2022	76622	KATHERINE LANDES	2.65	6101-Water
3/21/2022	76748	MOLES, TIFFANY E	1.93	6101-Water
4/11/2022	76855	SARAH BOTTOROFF	28.29	6101-Water
5/9/2022	77040	WILLIAMS, JUNE L	64.32	6101-Water
5/9/2022	77037	PUGSLEY, KYLE A	14.91	6101-Water
6/6/2022	77133	MOLNAR, DEBORAH	8.95	6101-Water
6/6/2022	77144	STUTZMAN, VERNON	9.80	6101-Water
6/6/2022	77143	GROVER, HELEN	11.25	6101-Water
6/13/2022	77237	WILSON, BENJAMIN R	87.36	6101-Water
7/11/2022	77370	EGGLESTON, CARL L	20.65	6101-Water
7/18/2022	77497	SOLANO CASTRO, SUSAN	4.43	6101-Water
8/1/2022	77549	ELKHART RETAIL LLC	102.53	6101-Water
8/8/2022	77634	STEMBEL, STEPHANIE J	11.75	6101-Water
8/8/2022	77627	PALMER, SONDR A	53.31	6101-Water
8/15/2022	77674	HESS, DOROTHY	28.72	6101-Water
8/29/2022	77761	JASON ALI AL-FAISAL	23.34	6101-Water
9/26/2022	77868	NISLY, ERIC	14.04	6101-Water
9/26/2022	77898	YODER, JAPHETH L	6.97	6101-Water
9/26/2022	77867	ALVAREZ LOPEZ, GUSTA	25.14	6101-Water
9/26/2022	77902	MCGUIRE, KODY J	4.58	6101-Water
10/3/2022	77965	ROUSE, ROBERT H	20.72	6101-Water
10/10/2022	78025	INEBNIT, MICHAEL L	23.78	6101-Water
10/17/2022	78063	MERAZ, JOSE R	8.47	6101-Water
10/17/2022	78067	BIXLER, HOWARD	23.74	6101-Water
10/17/2022	78066	OSBORNE, CORRIN E	37.02	6101-Water
10/31/2022	78148	SLABAUGH, ASHLEY	29.14	6101-Water
11/14/2022	78214	WIMMER, DAVID	33.35	6101-Water
11/14/2022	78202	MCNUTT, GLENN	30.34	6101-Water
12/5/2022	78457	STEVE J YOUGBLOOD	995.00	6101-Water
12/12/2022	78513	CRUZ, NUBIA	15.92	6101-Water
		TOTAL OUTSTANDING	<u>\$ 1,816.99</u>	



CITY OF GOSHEN, INDIANA

SCHEDULE C - CIVIL CITY OUTSTANDING WARRANTS AS OF DECEMBER 31, 2022

<u>Warrant Date</u>	<u>Warrant Number</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
3/22/2022	19591	KODY CURRIER	\$ 20.00	2201-MVH
4/15/2022	19821	ELKHART FRATERNAL ORDER OF POL	783.20	1101-General
6/7/2022	20502	DOMINICK AMBROSE	75.00	2204-Parks
6/14/2022	20915	DEBRA BROWNSBERGER-KEYES	75.00	2204-Parks
9/20/2022	22203	DESIGNPD, LLC	1,268.82	1101-General
11/15/2022	22754	LACASA OF GOSHEN, INC.	100.00	2204-Parks
12/6/2022	23130	OHIO POWER TOOL, INC	<u>322.52</u>	2201-MVH
		TOTAL OUTSTANDING	<u>\$ 2,644.54</u>	



**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

February 6, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Hearing – 213 Crescent Street, Goshen, Indiana

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An unsafe building compliance hearing is scheduled for the property located at 213 Crescent Street, Goshen, Indiana. Attached is the Record of Action and Continuous Enforcement Order issued by the Board of Public Works and Safety (Hearing Authority) on September 12, 2024, requiring demolition of the unsafe building on the property.

The hearing was set at the request of the Building Commissioner as it was determined there was non-compliance with the Board's Order. A prior compliance hearing, initially set for January 9, 2025, was continued to February 13, 2025.

The Board should conduct a 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 evidence and at the conclusion of the hearing, the Board may do any of the following actions:

1. Confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000.00 if the Board finds there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property.

In taking any of these actions, the Board should make specific findings to support its action.

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

September 12, 2024

IN RE: Violation of Goshen City Code  
Property located at: 213 Crescent Street  
Property Tax Code: 20-11-09-277-018.000-015  
Property Legal Description: see Attached Exhibit A  
Property owner(s) of record: Midwest Leasing, LLC  
Substantial property of interest of record: None

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**BACKGROUND**

1. The City of Goshen Building Commissioner issued an order on August 2, 2024 (hereinafter the "Order"), concerning the property located at 213 Crescent Street, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within forty-five (45) days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(2), (4), (5), and (6) due to the following conditions:
  - a. The vacant residential structure recently sustained a fire, causing significant damage, having burnt, charred members throughout the structure that are beyond repair;
  - b. The fire damage renders the building in danger of collapse; and
  - c. The building's current condition is vacant and unfit for human habitation, occupancy, or use under Goshen City Code.

3. Proper notice of the demolition order was provided to Midwest Leasing, LLC, the Real Estate's owner (hereinafter "Owner"), by regular United States mail in accord with I.C. § 36-7-9-25.
4. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. Owner was given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the Order.

### **FINDINGS**

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The vacant residential structure at the Real Estate is an unsafe building under Indiana law. The Hearing Authority specifically adopts Section 2 of the Order as its Findings.

### **ORDER**

The Order issued by the City of Goshen Building Commissioner is hereby affirmed in its entirety except as modified below:

1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. Owner is hereby ordered to comply with the Order to demolish the unsafe vacant residential structure at the Real Estate by October 31, 2024, failing which the Building Commissioner is authorized to proceed with the demolition at the expense of Owner, with such costs to be assessed against the Real Estate as provided by law.
3. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
4. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential structure and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner fail to comply with these provisions, then Owner may be liable to



the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of September 12, 2024, is issued on September 12, 2024.

IT IS SO ORDERED.

City of Goshen Board of Public Work and Safety

By:   
Gina M. Leichty, Mayor

STATE OF INDIANA )

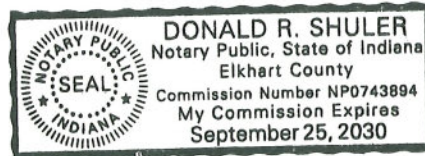
) SS:

COUNTY OF ELKHART )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on September 12, 2024.

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

  
Notary Public



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

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

**EXHIBIT A**

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.



**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

February 6, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Hearing – 215 Crescent Street, Goshen, Indiana

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An unsafe building compliance hearing is scheduled for the property located at 215 Crescent Street, Goshen, Indiana. Attached is the Record of Action and Continuous Enforcement Order issued by the Board of Public Works and Safety (Hearing Authority) on August 29, 2024, requiring demolition of the unsafe building on the property.

The hearing was set at the request of the Building Commissioner as it was determined there was non-compliance with the Board's Order. A prior compliance hearing, initially set for January 9, 2025, was continued to February 13, 2025.

The Board should conduct a 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 evidence and at the conclusion of the hearing, the Board may do any of the following actions:

1. Confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000.00 if the Board finds there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property.

In taking any of these actions, the Board should make specific findings to support its action.

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

August 29, 2024

IN RE: Violation of Goshen City Code  
Property located at: 215 Crescent Street  
Property Tax Code: 20-11-09-277-017.000-015  
Property Legal Description: see Attached Exhibit A  
Property owner(s) of record: Cecil Bontreger  
Substantial property of interest of record: None

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**BACKGROUND**

1. The City of Goshen Building Commissioner issued an order on August 1, 2024 (hereinafter the "Order"), concerning the property located at 215 Crescent Street, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure at the Real Estate was an unsafe building and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within forty-five (45) days.
2. The Building Commissioner, in his Order, determined that the building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(2), (4), (5), and (6) due to the following conditions:
  - a. The vacant residential structure on the Real Estate has been vacant with no water usage for approximately twenty (20) years;
  - b. The vacant residential structure recently sustained a fire, causing significant damage to the roof, having burnt, charred members throughout the structure that are beyond repair;
  - c. The fire damage renders the building in danger of collapse; and



- d. The building's current condition is vacant and unfit for human habitation, occupancy, or use under Goshen City Code.
3. Proper notice of the demolition order was provided to Cecil Bontreger, the Real Estate's owner (hereinafter "Owner"), by regular United States mail in accord with I.C. § 36-7-9-25.
4. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. Owner was given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the order.

### **FINDINGS**

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The vacant residential structure at the Real Estate is an unsafe building under Indiana law. The Hearing Authority specifically adopts Section 2 of the Order as its Findings.

### **ORDER**

The Order issued by the City of Goshen Building Commissioner is hereby affirmed in its entirety.

1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. Owner is hereby ordered to comply with the Order to demolish the unsafe vacant residential structure at the Real Estate within forty-five (45) days of said Order, failing which the Building Commissioner is authorized to proceed with the demolition at the expense of Owner, with such costs to be assessed against the Real Estate as provided by law.
3. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
4. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential



**EXHIBIT A**

A part of Lot No. Twelve (12) in Chamberlain's Second Addition to the City of Goshen which lies westerly of a line running midway between the dwelling houses on the land on March 25, 1920, which dividing line runs lengthwise with the lot equiangular with both sides of the lots, said dividing line at Crescent Street being about 44 feet from the Northwest corner of said lot. Excepting five (5) feet off and from the part of the Northwesterly side of Lot 12 in Chamberlain's Second Addition to the City of Goshen, more particularly described as follows: Beginning at the Northwesterly corner of Lot 12; thence running Easterly at right angle to said Lot line 5 feet; thence Northeasterly parallel to said Lot line to the North line of Lot 12; thence Northwesterly along the North line of Lot 12 to the place of beginning.





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

City Annex  
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Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

February 6, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Hearing – 322 W. Oakridge Avenue

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An unsafe building compliance hearing is scheduled for the property located at 322 W. Oakridge Avenue, Goshen, Indiana. Attached is the Record of Action and Continuous Enforcement Order issued by the Board of Public Works and Safety (Hearing Authority) on September 12, 2024, requiring either the completion of substantial repairs or demolition of the unsafe building located at the property.

The hearing was set at the request of the Building Commissioner as it was determined there was non-compliance with the Board's Order. The prior compliance hearing, initially set for December 12, 2024, was reset to February 13, 2025 due to an additional change of ownership of the property.

The Board should conduct a 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 evidence and at the conclusion of the hearing, the Board may do any of the following actions:

1. Confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000.00 if the Board finds there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property, including but not limited to modification of the existing Order.

In taking any of these actions, the Board should make specific findings to support its action.

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

September 12, 2024

IN RE: Violation of Goshen City Code  
Property located at: 322 W. Oakridge Avenue  
Property Tax Code: 20-11-09-128-004.000-015 & 20-11-09-128-005.000-015  
Property Legal Description: see Attached Exhibit A  
Property owner(s) of record: Ronald E. Davidhizar  
Substantial property of interest of record: Artisan Investment Group, LLC

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**BACKGROUND**

1. The City of Goshen Building Commissioner issued an order on July 17, 2024 (hereinafter the "Order"), concerning the property located at 322 W. Oakridge Avenue, Goshen, Indiana, and more particularly described in Exhibit A (hereinafter the "Real Estate"). The Order made findings that the vacant residential structure and accessory building/garage at the Real Estate were an unsafe buildings and required demolition of said building and removal of all demolition remains, trash, and debris on the Real Estate and return of the site to natural grade, all of said work to be completed within forty-five (45) days.
2. The Building Commissioner, in his Order, determined that the vacant residential building at the Real Estate was unsafe under I.C. § 36-7-9-4(a)(1), (2), (5), and (6) due to the following conditions:
  - a. 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.
  - b. 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 damages or is missing.

- c. 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.
  - d. 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.
  - e. 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.
  - f. 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.
  - g. 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.
  - h. 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.
  - i. 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.
  - j. 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.
  - k. 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.
  - l. 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.
  - m. 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.
3. The Building Commissioner, in his Order, determined that the accessory building/garage on the Real Estate was unsafe under I.C. § 36-7-9-4(a)(1) and (5), due to the following conditions:
- a. 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.



4. Proper notice of the demolition order was provided to Ronald E. Davidhizar, the Real Estate's owner (hereinafter "Owner"), by certified and regular United States mail in accord with I.C. § 36-7-9-25. Notice of the demolition order and the Hearing Authority's hearing was also provided to Artisan Investment Group, LLC.
5. During the hearing the Goshen Building Department presented evidence, testimony, and argument supporting the Order. Owner was given the opportunity to present testimony and evidence concerning the condition of the building at the Real Estate and the Order. Representatives of Artisan Investment Group, LLC also appeared and presented evidence, testimony, and argument.

### **FINDINGS**

After consideration of the evidence and testimony presented, the Hearing Authority finds that the Building Commissioner's Order is supported by substantial evidence. The vacant residential structure at the Real Estate is an unsafe building under Indiana law. The Hearing Authority specifically adopts Section 2 of the Order as its Findings.

In addition, the Hearing Authority finds that Artisan Investment Group, LLC is under contract to purchase the Real Estate. Artisan Investment Group, LLC intends to close on the Real Estate within the next thirty (30) days, and have a desire to either sale the Real Estate to a party committed to making repairs or making the repairs themselves.

### **ORDER**

The Order issued by the City of Goshen Building Commissioner is hereby affirmed in its entirety except as modified below:

1. This order shall serve as a Continuous Enforcement Order pursuant to I.C. § 36-7-9-2.
2. The vacant residential structure and the garage at the Real Estate are unsafe buildings under the Indiana Unsafe Building Law, and both in a condition warranting of demolition.
3. Owner, along with any subsequent purchaser, is hereby ordered to either complete substantial repairs to the unsafe buildings on the Real Estate or to demolish said unsafe buildings and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work, either substantial repairs or demolition, to be completed on or before December 12, 2024.
4. This matter is set for further hearing to review compliance with this Order and whether said Order should be affirmed, further modified, or rescinded, before the Goshen Board of Public Works and Safety on **Thursday, December 12, 2024 at 4:00 p.m. (local time).**

5. This order constitutes a final administrative decision, and Owner has the right to appeal these findings of fact and this Continuous Enforcement Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action; failure to file a verified complaint within the specified time forfeits any appeal rights.
6. Per I.C. § 36-7-9-27, if Owner transfers its interest or any portion of its interest in the vacant residential structure and/or the Real Estate affected by this Continuous Enforcement Order to another person, Owner must supply the other person with full information regarding this Continuous Enforcement Order prior to transferring that interest or agreeing to transfer that interest. Further, within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the vacant residential structure and/or the Real Estate, Owner must supply the City of Goshen Building Commissioner with the full name, address, and telephone number of the other person taking a substantial property interest in the vacant residential structure and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Should the Owner fail to comply with these provisions, then Owner may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that a judgment is entered against it by the other person to whom the transfer is made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety, memorializing the Hearing Authority's action of September 12, 2024, is issued on September 12, 2024.

**IT IS SO ORDERED.**

City of Goshen Board of Public Work and Safety

By:

  
Gina M. Leichty, Mayor

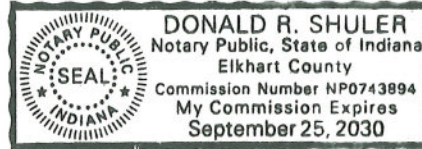


STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on September 12, 2024.

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

  
\_\_\_\_\_  
Notary Public



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

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

**EXHIBIT A**

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



**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

February 6, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Hearing – 214 E. Clinton Street

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An unsafe building compliance hearing is scheduled for the property located at 214 E. Clinton Street, Goshen, Indiana. Attached is the Order of the City of Goshen Board of Public Works and Safety (Hearing Authority) issued on January 26, 2022, requiring demolition of the unsafe building at the property (Order).

The Hearing Authority's Order was subject to multiple appeals, both to the Elkhart Circuit Court and the Indiana Court of Appeals. The Order has been affirmed in each of those appeals. As a result, the Building Commissioner requested a hearing be set for the property to determine compliance. The property has also undergone changes in ownership since the original Order was issued by the Hearing Authority.

The Board should conduct a 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 evidence and at the conclusion of the hearing, the Board may do any of the following actions:

1. Confirm compliance if evidence is presented that the demolition of the unsafe structure has been completed;
2. Confirm non-compliance and authorize the Building Commissioner to proceed with demolition or other remedial action or a civil action, as permitted by the Indiana Unsafe Building Law;
3. Issue a civil penalty in an amount not to exceed \$5,000.00 if the Board finds there has been a willful failure to comply with Order; or
4. Any other action permitted by law to resolve the unsafe conditions on the property, including but not limited to modification of the existing Order.

In taking any of these actions, the Board should make specific findings to support its action.

## ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

January 26, 2022

To: Ron Davidhizar  
203 Middlebury Street  
Goshen, IN 46528

RE: Premises at 214 E. Clinton Street, Goshen, Indiana

As a person holding a substantial property interest in the real estate at 214 E. Clinton Street, Goshen, Indiana, you were served with an Order of the City of Goshen Board of Public Works dated December 7, 2021 by Paralegal, Carla Newcomer who mailed the Order by certified mail, return receipt requested and by first-class mail on December 7, 2021.

A hearing was held before the City of Goshen Board of Public Works and Safety on January 24, 2022 to review compliance with the December 7, 2021 Order of the City of Goshen Board of Public Works and Safety. The City of Goshen Building Department appears by Myron Grise, Building Department Director. Ron Davihizar fails to appear at the hearing.

An update was presented and arguments heard regarding the compliance by Mr. Davidhizar to the December 7, 2021 Order.

The Board of Public Works and Safety being duly advised in the condition of the building at 214 E. Clinton Street, Goshen, Indiana, now finds that the present condition of the building and/or premises are unsafe because the building and/or premises are vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance; are in an impaired structural condition that makes it unsafe to a person or property; and are a fire hazard.

In particular, the Board finds that the present condition of the building and/or premises is in violation of the following sections of Title 6, Article 3, Chapter 1 of the Goshen City Code:

1. The structure was damaged in a fire on May 15, 2021 and the structural strength of the exterior walls of the property is insufficient (violation of Section 6.3.1.1 v).
2. The property is vacant and not secured, with multiple areas that are accessible to people and animals to enter the property (violation of Section 6.3.1.1 ff).

You are ordered to seal the unsafe building against intrusion by unauthorized persons, or animals. Further, the Board of Public Works and Safety orders the demolition of the improvements located at 214 E. Clinton Street, Goshen on or before March 31, 2022, unless you deliver to the Building Department a writing contesting the Board's findings, including supporting documents, on or before the 7<sup>th</sup> of February, 2022.

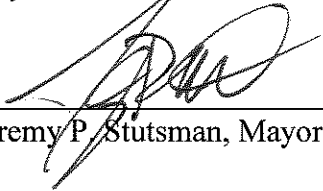
In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

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

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building and/or premises, you must also supply City of Goshen Building Director Myron Grise with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Goshen, Indiana 46528, or you may contact him at (574) 534-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Board of Public Works and Safety is issued on January 28, 2022.

City of Goshen Board of Public Works and Safety



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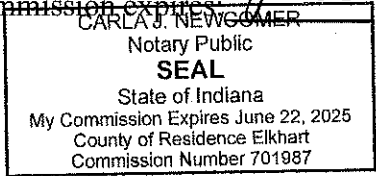
Jeremy P. Stutsman, Mayor

STATE OF INDIANA            )  
  )  
COUNTY OF ELKHART        )

Before me, the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by Jeremy P. Stutsman, Mayor and acknowledged the execution of the foregoing Order on January 28, 2022

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

My commission expires June 22, 2025



Carla S. Newcomer  
Printed: Carla S. Newcomer  
Resident of Elkhart County, Indiana

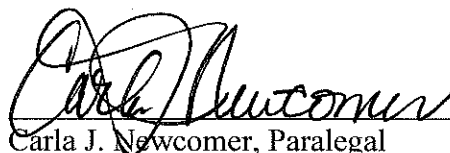
This instrument was prepared by Bodie J. Stegelmann, Goshen City Attorney, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing Order of the City of Goshen Board of Public Works and Safety for the premises at 214 E. Clinton Street, Goshen, Indiana, was served by sending a copy by regular first-class mail to the last known addresses of the following persons to be notified on January 28, 2020

To: Ron Davidhizar  
203 Middlebury Street  
Goshen, IN 46528



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