



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., March 6, 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: Feb. 27, 2025 Regular Meeting

Approval of Agenda

1) Open sealed proposals: For demolition of the unsafe building at 304 W. Oakridge Avenue

2) Police Department request: Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment agreements with Wyatt Richard Vicary, dated Oct. 24, 2024, Manuel A. Torres, dated Nov. 25, 2024, and with Kody M. Rucker, dated Dec. 23, 2024

3) Paul Stauffer & Jennifer Shell request: Allow a fence to be reinstalled on Wilden Avenue to intrude upon the City's right of way to preserve a large spruce tree

(Note: A related second request seeks Board approval to approve an intrusion into the City's right of way to replace a stone pillar)

4) Legal Department request: Approve the agreement with Goshen College, Inc. allowing a connection to the storm sewer system and authorize the Mayor to execute the agreement

5) Legal Department request: Approve Resolution 2025-05, Special Purchase of Road Salt

6) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP to conduct a solid waste service analysis and recommendation at a cost not to exceed \$30,000

7) Engineering Department request: Approve Change Order No. 5 for the force account claim to cover the loss of time on the job for an increase of \$1,480.80

8) Engineering Department request: Approve the closure of one parking space on the north side of Washington Street, in front of 121 West Washington Street, on March 11, 2025, for access to a monitoring well



Privilege of the Floor

COMPLIANCE REVIEW HEARING FOR BUILDING COMMISSIONER ORDER:

4:00 p.m., March 6, 2024

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

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

9) Compliance Review Hearing for the Nov. 7, 2024 Order for completion of substantial repairs and renovations for an unsafe building at 208 Queen Street (Artisan Investment Group, LLC, property owner)

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE FEBRUARY 27, 2025 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

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

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Jan. 23, Feb. 6 and Feb. 20, 2025 Regular Meetings as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols made a motion to approve the minutes as presented. Board member Orv Myers seconded the motion. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Nichols made a motion to approve the agenda as presented. Board member Myers seconded the motion. The motion passed 5-0.

1) Fire Department request: Approve the promotion of Matthew Whitford to the rank of Fire Lieutenant, effective Feb. 15, 2025

City Fire Chief Anthony Powell asked the Board to promotion of **Matthew Whitford** to the rank of Fire Lieutenant for the Goshen Fire Department, effective Feb. 15, 2025.

The **Chief** said, "Matt has successfully met all the standards and testing requirements for this promotion. With over 21 years of dedicated service and experience, Matt brings a wealth of knowledge, leadership, and commitment to his new role. His expertise and dedication make him a valuable asset to the department and the community we serve."

Nichols/Myers made a motion to approve the promotion of Matthew Whitford to the rank of Fire Lieutenant for the Goshen Fire Department, effective Feb. 15, 2025. The motion passed 5-0.

Fire Lieutenant Whitford was unavailable, so his swearing was postponed to a later date.

2) Fire Department request: Approve the promotion of John Szuba to the rank of Fire Sergeant, effective Feb. 15, 2025

City Fire Chief Anthony Powell asked the Board to approve the promotion of **John Szuba** to the rank of Fire Sergeant within the Goshen Fire Department, effective Feb. 15, 2025.

Chief Powell said, "John has successfully met the required standards and testing for this promotion, demonstrating his dedication and capability. John has been a valued member of the Goshen Fire Department for nearly nine years, consistently exhibiting professionalism, leadership, and a strong commitment to serving the community. His experience and qualifications make him well-suited for this role."

Nichols/Myers made a motion to approve the promotion of John Szuba to the rank of Fire Sergeant within the Goshen Fire Department, effective Feb. 15, 2025. The motion passed 5-0.

After approval, Mayor Leichty swore into office John Szuba to the rank of Fire Sergeant.

3) Fire Department request: Accept resignation of Wesley White, effective Feb. 28, 2025

City Fire Chief Anthony Powell said **Wesley White** has submitted a letter of resignation from the Goshen Fire Department. He said White recently completed his nursing degree and has chosen to follow his passion for anesthesia by pursuing his Certified Registered Nurse Anesthetist (CRNA).

Chief Powell said, "We want to extend our heartfelt gratitude to Wes for his dedication and service to the City of Goshen and our department."



"His contributions have made a lasting impact, and we appreciate his commitment to our team and the community. We know this was not an easy decision for him or his family, but we fully support his pursuit of this new opportunity. We wish Wes the very best as he embarks on this next chapter of his life."

Chief Powell asked that White's resignation be effective Feb. 28, 2025.

Mayor Leichty commended White for completing his career goal and for his service to the City and wished him well.

Nichols/Myers made a motion to approve the resignation of Wesley White from the Goshen Fire Department, effective Feb. 28, 2025. The motion passed 5-0.

4) Police Department request: Approve the hiring of Wyatt R. Vicary #239 for the position of probationary patrol officer, effective Feb. 24, 2025

City Police Chief José Miller asked the Board to approve the hiring of **Wyatt R. Vicary #239** for the position of probationary patrol officer, effective Feb. 24, 2025.

Chief Miller said, "Wyatt has passed all exams and has been approved by both the local and State pension boards. We are thrilled to have Wyatt as a new police officer serving our community."

Nichols/Myers made a motion to approve the promotion of Wyatt R. Vicary #239 for the position of probationary patrol officer, effective Feb. 24, 2025. The motion passed 5-0.

After approval, Mayor Leichty swore Wyatt R. Vicary into office as a probationary patrol officer.

5) Police Department request: Approve the hiring of Manuel Alejandro Torres #240 for the position of probationary patrol officer, effective Feb. 24, 2025

City Police Chief José Miller asked the Board to approve the hiring of **Manuel Alejandro Torres #240** for the position of probationary patrol officer, effective Feb. 24, 2025.

Chief Miller said, "Manuel has passed all exams and has been approved by both the local and State pension boards. Manuel was a previous reserve police officer in Goshen for several years. We are thrilled to have Manuel return to Goshen as a full-time police officer serving our community."

Nichols/Myers made a motion to approve the promotion of Manuel Alejandro Torres #240 for the position of probationary patrol officer, effective Feb. 24, 2025. The motion passed 5-0.

After approval, Mayor Leichty swore Manuel Alejandro Torres into office as a probationary patrol officer.

6) Police Department request: Approve the hiring of Kody M. Rucker #241 for the position of probationary patrol officer, effective Feb. 24, 2025

City Police Chief José Miller asked the Board to approve the hiring of **Kody M. Rucker #241** for the position of probationary patrol officer, effective Feb. 24, 2025.

Chief Miller said, "Kody has passed all exams and has been approved by both the local and State pension boards. We are thrilled to have Kody as a new police officer serving our community."

Nichols/Myers made a motion to approve the promotion of Kody M. Rucker #241 for the position of probationary patrol officer, effective Feb. 24, 2025. The motion passed 5-0.

After approval, Mayor Leichty swore Kody M. Rucker into office as a probationary patrol officer.

7) Downtown Goshen Inc. requests: Approval for multiple street closures and the provision of City resources and services for 2025 First Friday activities

Amanda Rose, Director of First Fridays for Eyedart Creative Studios, asked the Board to approve multiple street closures and related City services for 2025 First Friday activities.

In a memorandum to the Board, Rose made the following requests:

Taste of Goshen, March 7 (5-9 p.m.): Four parking spots in front of Goshen Theater, 216 South Main St., 2-9 p.m.



Goshen Gives Back, April 4 (5-9 p.m.): Four parking spots in front of Goshen Theater, 216 South Main St., 2-9 pm.

Green Day Celebration, May 2 (5-9 p.m.): Close Main Street between Clinton and Lincoln streets and the half block of Main Street from Lincoln to the alley South from 1- 11 pm. Four parking spots on the north side of Lincoln next to the Courthouse from 1 to 11 pm. Two police officers from 6 to 10 pm. Two sanitation crew members from 6:30-9:30 p.m. Trash trailer and blue cans in Lincoln Ave public parking lot.

Wheels and Deals, June 6 (5-9 p.m.): Close Main Street from Jefferson to Lincoln streets from 1-11 p.m. Orange fencing as indicated on map. Trash trailer behind Electric Brew with trash cans. Two police officers from 6-10 p.m. Two sanitation crew members from 6:30 to 9:30 p.m.

Stars & Stripes Social, July 4 (10 a.m.-2 p.m.): Half of Goshen Brewing Company parking lot from 9 a.m. to 3 p.m.

Goshen Games, August 1 (5-9 p.m.): Close Main Street from Jefferson to Washington streets from 8 a.m. to 11 p.m. Main Street from Washington to Lincoln and East Washington from 5th to Main from 1-11 p.m. Orange fencing as indicated on map. Two police officers from 6 to 10 p.m. Two sanitation crew members from 6:30 to 9:30 p.m. Trash trailer behind Electric Brew with trash cans.

Bexbach Bash, September 5 (5-9 p.m.): Close Main Street between Clinton and Lincoln streets from 1-11 p.m. Two police officers from 6-10 p.m. Two sanitation crew from 6:30 to 9:30 pm. Trash trailer and blue cans in Lincoln Avenue public parking lot. Orange fencing as indicated on map.

Harvest Festival, October 3 (5-8 p.m.): Eight parking spots in front of Goshen Theater from 2-9 p.m.

Goshen Light Parade, November 7 (5-9 p.m.): Close East Washington Street from the alley to Main Street from 1 to 11 p.m. Parking lot next to City Hall for staging from 3 p.m. to 8 p.m. Parking lot behind YAUB for staging from 3 p.m. to 8 p.m. Parade route - 5th and Jefferson west to Main - north on Main to Clinton - east on Clinton to 5th - south on 5th to Jefferson. No parking along the parade route from 5 to 9 p.m. The parade route closes at 6:45 p.m. Also needed: Street, Police, and Fire departments help with traffic control and street reopening; four police officers from 6 to 10 p.m.; two sanitation crews from 6:30-9:30 p.m. and a trash trailer behind Electric Brew, with trash cans.

Hometown Holiday, December 5 (5-9 p.m.): Close West Washington Street, from the alley to Main Street, from 1 to 11 p.m. Trash trailer behind Electric Brew with trash cans. Two police officers from 6 p.m. to 10 p.m. Two sanitation crew from 6 to 9 p.m.

In response to questions from **Mayor Leichty, Rose** confirmed that she communicated the street closure requests with affected City departments and downtown businesses.

Nichols/Myers made a motion to approve the multiple street closures for 2025 First Friday activities as presented in the written request and accompanying street closure maps. Motion passed 5-0.

8) Premiere Signs request: Approval to close the alley between South 3rd Street and South Main Street at the First Source Bank building, for four hours on Feb. 28, 2025 to install a new lighted wall sign to identify the Boys and Girls Clubs of Elkhart County's corporate offices

Stacey Holdeman, Office Manager of Premiere Signs, said Premiere Signs has been granted a sign permit for a new lighted sign for the Boys and Girls Clubs of Elkhart County's corporate offices at 101 S. Main St. The sign is to be installed on the north end of the west elevation of the building.

Holdeman asked the Board to approve closure of the alley between Main Street and 3rd Street, just south of Lincoln Avenue, for no more than four hours Feb. 28, 2025. The alley would be closed at 8 a.m. and reopened at noon. She said the company planned to the alley to park a truck there to install the sign on the building. The alley area of work would be blocked off with safety cones around the truck.

In response to a question from **Mayor Leichty, City Director of Public Works & Utilities Dustin Sailor** said there are no vaults under the alley but the bank does have a tunnel under the alley.

Nichols/Myers made a motion to approve closure of the alley between South 3rd and South Main streets, at the 1st Source Bank Building, for four hours on Feb. 28, to install a new lighted. Motion passed 5-0.



9) Mayor’s Office request: Approve agreement with Eyedart Creative Studio for City of Goshen 2025 marketing and communication services at a \$4,544.40 monthly cost

Michael Wanbaugh, City Director of Administrative Affairs, asked the Board to approve an agreement with Eyedart Creative Studio for the City’s 2025 marketing and communication services at a monthly cost of \$4,544.40. The focus of Eyedart’s work for the City, **Wanbaugh** said, will shift from the “Good of Goshen” campaign to web and social media management functions. He said the agreement is aimed at increasing the City’s digital reach and more effectively informing the community through multifaceted communication channels.

As part of the City’s broader strategic communications plan, **Wanbaugh** said Eyedart will provide website updates, social media management, photography, videography and graphic design. **Wanbaugh** said Eyedart will work closely with him and **City Communications Manager Amanda Guzman** to ensure the City’s messaging remains vibrant, effective and accessible. He added that the contract totals are consistent with past agreements, and all materials produced with as part of the agreement, will remain the property of the City of Goshen.

Mayor Leichty said she and her husband, Ben, used to own Eyedart and last year sold it to **James Korn and Neil King**. She said in the past the City utilized for Eyedart for marketing services for the Good of Goshen campaign to promote the good things happening in the community.

Mayor Leichty said that with a one-person team in the City Communications Department and 22 City departments, “one of the things that we’ve observed in the Mayor’s Office is it’s very difficult to keep up with the multitude of things that are happening.” So, she said the plan is to shift some of those dollars from that marketing campaign to using funds to expand the City’s communication outreach.

In the interest of full disclosure, **Mayor Leichty** added, “I would receive no benefit, and I am not affiliated, and Ben is still employed by either. But we do not have any ownership stake in the company anymore.”

Under the agreement, Eyedart will provide the City with photography, content creation and other website development services for marketing and communications on the City of Goshen website.

The City will compensate Eyedart on a monthly basis for performing the following:

Project Management	\$ 273.00
Content Management	\$2,025.00
Web Design & Maintenance	\$ 975.00
Photography	\$1,090.05
Graphic Design	\$ 181.35
Total Monthly cost	\$4,544.40

Nichols/Myers made a motion to approve the agreement with Eyedart Creative Studios for the City of Goshen’s 2025 marketing communication services at a total monthly cost of \$4,544.40. Motion passed 5-0.

10) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with M&M Fire Protection and Security for fire and security monitoring services for City Municipal Buildings

City Attorney Bodie Stegelmann said the City has contracted with M&M Fire Protection and Security in past years to provide security equipment and monitoring services for various City Municipal Buildings.

Stegelmann said to better manage the billing and terms for individual buildings, the City and M&M Fire Protection and Security have agreed to consolidate the Municipal Buildings into one contract.

Under the agreement, the City will be invoiced for monitoring services for the Central Garage, Wastewater Treatment, and Utilities Business Office individually from March 1, 2025 through and including Sept. 30, 2025. Then, starting Oct. 1, 2025, Central Garage, Wastewater Treatment, Utilities Business Office, City Hall and the Street Department will all be on the same billing cycle and same term of service of five years.

M&M Fire Protection and Security will continue to bill for each building separately and on an annual basis. All relevant departments have previously reviewed and approved the agreement, prior to submission to this Board.



Stegelmann recommended that the Board approve and authorize Mayor Leichy to execute the attached agreement with M&M Fire Protection and Security for fire and security monitoring services for City Municipal Buildings.

Board member Landis asked about amount paid and whether this would be simply compiling all of the agreements into a single agreement. **Stegelmann** said that was the case. **City Water & Sewer Office Manager Kelly Saenz** said the only change for her office will be when the bill is paid.

Nichols/Myers made a motion to approve and authorize Mayor Leichy to execute the agreement with M&M Fire Protection and Security for fire and security monitoring services for City Municipal Buildings. The motion passed 5-0.

11) Legal Department request: Approve agreement with Beacon Occupational Health, LLC for state Department of Transportation drug and alcohol testing for the City’s CDL drivers

City Attorney Bodie Stegelmann said the City is required by the US Department of Transportation (DOT) to have current and prospective employees that are required to possess a commercial driver’s license (CDL) and operate a commercial motor vehicle to undergo testing for alcohol and controlled substances. The following tests are required under the DOT drug and alcohol testing program:

- (1) Pre-employment testing
- (2) Post-accident testing
- (3) Random testing
- (4) Reasonable suspicion testing
- (5) Return-to-duty testing
- (6) Follow-up testing

The City wants to continue to utilize Beacon Occupational Health, LLC to perform the DOT required drug and alcohol testing for CDL drivers. Beacon would also administer the required random testing with the City’s CDL drivers being placed in a separate pool rather than the Beacon Occupational Health Group Consortium. In addition, the DOT also requires CDL drivers to undergo a medical examination at least every two years and the City covers the cost of this examination. Beacon’s annual fee for administering the random testing is \$120 as the City currently has 54 CDL drivers. The pricing as of Jan. 2, 2025 for the other DOT tests are listed as follows:

Annual Fee

**Based 011 # of drivers as of January 1 **

1-50 employees ---	\$60
51-100 employees ---	\$120
101-250 employees ---	\$240
251-500 employees -- -	\$360
500+ employees ---	\$420

Drug and Alcohol Testing

Send Out/Lab Urine Drug Screen (5, 8, 9, 10 panel)	\$52
Rapid Urine Drug Screen (5, 8, 10 panel)	\$50
<i>All non-negative rapids sent to lab for confirmation at no additional fee</i>	
Send Out/Lab Saliva Drug Screen (5 panel)	\$47
Rapid Saliva Drug Screen (5 panel)	\$36
<i>All non-negative rapids sent to lab for confirmation at no additional fee</i>	
Hair Test Drug Screen	\$100
Saliva Alcohol Test	\$20
SAT Confirmation	\$36
Breath Alcohol Test (confirmation included)	\$36



DOT Services Price

DOT Physical	\$120
DOT Drug Screen (Federal Split Specimen)	\$55
DOT Breath Alcohol Test	\$36
DOT Random Group Consortium	Please Call
DOT Reasonable Suspicion Supervisor Training	Please Call

Occupational Medicine Services:

Hearing Test	\$45
Vision Test	\$25
Respirator Wear Approval:	
Questionnaire Review	\$30
Respirator Fit Test	\$45 or \$75
Physical & Basic History (non-DOT)	\$90
Additional Physicals available (PAT, FFD, Workability)	Please Call
TB Test (Mantoux), includes reading	\$31
Hepatitis B Vaccinations (Series of three required)	\$100/per shot
Immigration Physicals	Starts at \$1,000

Nichols/Myers made a motion to utilize Beacon Occupational Health, LLC for the DOT required drug and alcohol testing and DOT physicals for the City’s CDL drivers and approve and authorize the Mayor to execute the attached agreement with Beacon Occupational Health, LLC to administer the random DOT drug and alcohol testing. The motion passed 5-0.

12) Legal Department request: Approve Resolution 2025-03, Approving a Revised City of Goshen Police Department Policy and Repealing a Certain Policy, effective March 6, 2025

City Attorney Bodie Stegelmann said the Board of Public Works & Safety previously approved City Police Department Policies developed in coordination with Lexipol, LLC. The Police Department and Lexipol staff have now identified certain revisions to existing policies deemed appropriate due to legislative or other changed circumstances. Attached to **Resolution 2025-03** was a redlined existing policy to show the revisions suggested. If the Board approves Resolution 2025-03, the policy will be inserted into the Policy Manual in final form.

Resolution 2025-03 would make a slight change in Policy 311, Domestic or Family Violence, which provides “the guidelines necessary to deter, prevent and reduce domestic or family violence through vigorous enforcement and to address domestic or family violence as a serious crime against society. The policy specifically addresses the commitment of the Goshen Police Department to take enforcement action when appropriate, to provide assistance to victims and to guide officers in the investigation of domestic or family violence.”

More specifically, the change states that “a person arrested for an offense or attempted offense involving the use of force or threatened use of a deadly weapon committed against a current or former spouse, parent, guardian, person with whom the person shared a child in common, or cohabitant shall **be kept in custody for at least 24 hours** from the time of the arrest even if the person provides bail pursuant to I.C. § 35-33-1 8-1 6.7 5 (I.C. § 35- 31.5-2-78)” – **instead of the previous eight (8) hours in custody.**

Nichols/Myers made a motion to approve Resolution 2025-03, Approving a Revised City of Goshen Police Department Policy and Repealing a Certain Policy, effective March 6, 2025. The motion passed 5-0.

13) Legal Department request: Approve Resolution 2025-04, Interlocal Agreement with the County of Elkhart for Animal Control Services



City Attorney Bodie Stegelmann said Resolution 2025-04 would approve the terms and conditions and authorize the execution of an Interlocal Agreement with the County of Elkhart for Animal Control Services.

Stegelmann said the County has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2025 for certain areas of the county, including within the Goshen city limits. Under this agreement, the City will contribute \$93,940 (the same amount as 2024) to reimburse the County for the cost of providing animal shelter management and animal control services within Goshen city limits. Pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOTE: The Goshen Common Council approved the same agreement at its meeting on Feb. 24, 2025.

Nichols/Myers made a motion to adopt Resolution 2025-04, Interlocal Agreement with the County of Elkhart for Animal Control Services. The motion passed 5-0.

14) Legal Department request: Approve and ratify the Ambulance Transport Agreement between the City and Goshen Hospital Association, Inc. to provide non-medically necessary ambulance transport services for Goshen Hospital for mental health patients

Assistant City Attorney Don Shuler recommended that the Board approve and authorize and ratify the Mayor's execution of the attached Ambulance Transport Agreement with Goshen Hospital Association, Inc.

Shuler said the agreement would establish the terms under which the City Fire Department will provide non-medically necessary ambulance transport services for Goshen Hospital for mental health patients from Goshen Hospital to outside in-patient specialty centers. Goshen Hospital will pay the Fire Department \$250 per transport to a facility located within Elkhart County and \$300 per transport to a facility within St. Joseph or Marshall counties.

Board member Landis asked if the City would be using off-duty firefighters to transport patients outside Elkhart County or whether an ambulance would be pulled out of service to do so. **Shuler** said patients only would be transported outside the county if an ambulance was available.

Nichols/Myers made a motion to approve and ratify the Ambulance Transport Agreement between the City and Goshen Hospital Association, Inc., and authorize and ratify the Mayor's execution of the same. The motion passed 5-0.

15) Engineering Department request: Approve/authorize the Board to execute agreement with Greencroft Goshen for the completion of project at 2087 Whispering Pines Court

City Director of Public Works & Utilities Dustin Sailor requested approval of an Agreement for the Completion of Construction for the home at 2087 Whispering Pines Court.

Sailor said this property has passed its final building inspection and the project is substantially complete except for; 2,500 square feet of stabilization on previously disturbed areas. This final requirement cannot be completed at this time due to weather conditions.

The Stormwater Department submitted this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board members to execute. Property owner Greencroft Goshen agrees to complete all work by June 15, 2025. The expected cost of the work is less than \$2,000 so there is no surety required.

Nichols/Myers made a motion to approve and authorize the Board to execute the Agreement with Greencroft Goshen for the Completion of the project at 2087 Whispering Pines Court. The motion passed 5-0.

16) Engineering Department request: Approve/authorize the Board to execute agreement with Greencroft Goshen for the completion of project at 2089 Whispering Pines Court

City Director of Public Works & Utilities Dustin Sailor told the Board that the Stormwater Department requested approval of an Agreement for the Completion of Construction for the home at 2089 Whispering Pines Court.



Sailor said this property has passed its final building inspection and the project is substantially complete except for; 2,950 square feet of stabilization on previously disturbed areas. This final requirement cannot be completed at this time due to weather conditions.

The Stormwater Department submitted this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board members to execute. Property owner Greencroft Goshen agrees to complete all work by June 15, 2025. The expected cost of the work is less than \$2,000 so there is no surety required.

Nichols/Myers made a motion to approve and authorize the Board to execute the Agreement with Greencroft Goshen for the Completion of the project at 2089 Whispering Pines Court. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:32 p.m. There were no public comments.

At 4:32 p.m., Mayor Leichty recessed the Board of Public Works & Safety hearing to review the status of properties at 423 North 5th Street, 511 North 5th Street, 513 North 5th Street and 601 North 5th Street.

COMPLIANCE REVIEW HEARINGS FOR PRIOR CITY BUILDING COMMISSIONER ORDERS:

4:00 p.m., Feb. 27, 2024

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

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

17) Compliance review hearing for 423 North 5th Street (Ronald E. Davidhizar, property owner)

At 4:32 p.m., Mayor Leichty convened a compliance review hearing for the prior Order of the City of Goshen Building Commissioner for 423 North 5th Street (Ronald E. Davidhizar, property owner).

BACKGROUND:

In a Feb. 21, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** reminded the **Board** that it **held a hearing on Dec. 5, 2024, affirming the Building Commissioner's Order that declared the property unsafe and required repairs. The Board also found that the property owner, Ronald Davidhizar, willfully failed to comply and imposed a \$5,000 civil penalty.**

The matter was set for a future compliance hearing. A copy of the Board's December 5, 2024 Order was attached to the memorandum.

For the Feb. 24, 2025 compliance hearing, Shuler wrote that the Board could receive evidence and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on findings the Board makes, he wrote that the Board could:

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond, or strike/reduce the previously imposed civil penalty).
3. Rescind the Order
4. Affirm the Order and, if warranted, impose an additional civil penalty if compliance remains lacking and the property negatively impacts the community.
5. Take any other lawful action to address the unsafe premises, including authorizing legal action for penalties or receivership.



In taking any of these actions, **Shuler** advised the Board to make specific findings of fact to support to its action. **City Building Commissioner Myron Grise** wrote that the Order of the City of Goshen Building Commissioner, dated Oct. 8, 2024, came before the Hearing Authority (Board of Public Works & Safety) on Dec. 5, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Order concerned the property located at 423 N. 5th Street, Goshen. The Building Commissioner's Order determined that the vacant residential building was unsafe under LC. § 36-7-9-4(a)(5) and (6), due to the following conditions and code violations:

1. **The structure's foundation has not been kept reasonably weather tight and in good repair, nor is it firmly supported and free from open cracks and breaks**, a violation of Section 6.3.1. l(b). There are areas in the basement where the foundation is beginning to separate. **The basement wall is showing signs of failure and in danger of collapse.**
2. **The structure's ceilings have not been kept reasonably weather tight and in good repair**, a violation of Section 6.3.1.1 (b). There are multiple ceilings with holes or where it has been removed.
3. **The structure's walls have not been kept reasonably weather tight and in good repair**, a violation of Section 6.3 .1. l (b). There are walls with holes or walls that have been removed.
4. **The structure's floors have not been kept in good repair**, a violation of Section 6.3.1.l(b). All floor beams are showing signs of possible termite damage or other forms of deterioration.
5. **The structure's painted surfaces are not properly coated and weather tight**, and metal and wood surfaces throughout, including window frames, doors, door frames, cornices, porches, and trim have not been maintained in good condition, a violation of Section 6.3 .1. l(g). There is chipping and peeling paint on multiple surfaces throughout the structure.
6. **The electrical system has not been maintained in a satisfactory working condition nor in a manner that will permit safe operation**, a violation of Section 6.3.1.l(a). The electrical panel has been tampered with and the entire electrical system needs assessment due to current condition.
7. **The heating and mechanical system has not been maintained in a satisfactory working condition**, a violation of Section 6.3.1. l(a). There is loose hanging duct work and rusted out duct work in need of repair or replacement.

Grise wrote that proper notice of the Order was provided to **Ronald E. Davidhizar**, the Real Estate's owner by certified and regular United States mail in accord with I.C. § 36-7-9-25. Pursuant to the request of Owner, a review hearing was scheduled to review the Order. And 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 vacant residential building at the Real Estate and the Order.

Grise wrote that after consideration of the evidence and testimony presented, the Hearing Authority (**Board of Public Works & Safety**) found that the **Building Commissioner's Order was supported by substantial evidence. The vacant residential structure at the Real Estate was determined to be an unsafe building under Indiana law. And the Board affirmed the Building Commissioner's order.**

In addition, **Grise** wrote that the **Board found that Owner has willfully failed to comply with the Building Commissioner's Order.** Owner completed little to no work at the Real Estate to address the violations in the Building Commissioner's Order; Owner failed to apply for or obtain any permits for the work required. **Such willful failure to comply warranted the imposition of a civil penalty** under I. C. § 36-7-9-7(e).

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

1. This order shall serve as a Continuous Enforcement Order pursuant to LC. § 36- 7-9-2.
2. The vacant residential structure at the Real Estate is an unsafe building under the Indiana Unsafe Building Law.



3. This matter was set for further hearing to review compliance with the Order and whether said Order should be affirmed, further modified, or rescinded, before the Goshen Board of Public Works and Safety, on Thursday, **January 23, 2024 at 4:00 p.m. (local time).**

4. **Due to Owner's willful failure to comply with the Building Commissioner's Order, a civil penalty of \$5,000 was imposed against Owner, said penalty to be paid by December 16, 2024.**

5. This order constituted 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 forfeit 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 with 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.

DISCUSSION AND OUTCOME OF BOARD COMPLIANCE REVIEW HEARING ON FEB. 27, 2025:

At 4:32 p.m., Mayor Leichty convened a compliance review hearing for 423 North 5th Street.

Present: Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Building Inspector Travis Eash, property owner Ronald E. Davidhizar and his attorney, John William Davis, Jr.

Assistant City Attorney Don Shuler provided the background of the case and the reason for the compliance review hearing. He said a Building Department representative and the property owner would present information about the condition of the building. He said the Building Department would then offer a recommendation to the Board.

Mayor Leichty swore in **City Building Inspector Travis Eash** to give truthful and complete testimony.

Eash said he and **Building Commissioner Myron Grise** visited 423 North 5th Street on Feb. 25, 2025 and determined that little to no repair work has been done there. He said the last significant water use at the property was in 2022.

Eash said the property owner pulled a gas service permit at the beginning of the month, but there has been no inspection by the City Building Department. He said the City has received some neighbor complaints about people going in and out of the house and throwing trash from that property into other properties.

Eash added that of the seven alleged deficiencies previously cited at the property, all seven remain and have not been addressed.

Asked by the **Mayor** if he wanted to discuss the City staff's recommendation on how to proceed, **Assistant City Attorney Shuler** said it would be appropriate to allow the property owner to address the Board.

John William Davis, Jr., an attorney representing property owner **Ronald E. Davidhizar**, said he had some written materials he wanted to present to the Board during the hearings for all four properties. He said Davidhizar went through the properties in the past two days and for each would be presenting the Board with two-page documents – the first page listing the alleged deficiencies of the properties and the second page with Davidhizar's responses. Davis said Davidhizar would present evidence about the properties in this manner.



Attorney Davis then presented to Board members and the Clerk-Treasurer with a typed two-page document about the City's alleged list of deficiencies for 423 North 5th Street and Davidhizar's response. (**EXHIBIT #1**).

Mayor Leichty swore in **Ronald E. Davidhizar** to provide truthful and complete testimony.

Davidhizar then provided the following written responses to the alleged cited deficiencies for the property:

1. Foundation – Michigan basement- plans is to install nylon or wire mesh & then reparse. Will also, if necessary, tuck point the actual foundation. Foundation is firmly supported, and no evidence in the floors or foundation problems. No collapse possible of Michigan basement.

2. Ceilings – “Weather tight” does not make sense, but there are places where the plaster has been taken down in preparation for drywall.

3. Walls – Workers other than Rick Wagner have chiseled out portions of the plaster over lathe in preparation for drywall patches. One room requires drywall on both the ceiling and the walls, an upstairs bedroom.

4. Floors – Floors in good shape, but no floor coverings. Floor joints have no termite damage evident. No termite damage on maybe 2 floor beams.

5. Painted surfaces – No issue about painting, but we say the house is weather tight. Cedar shake shingles over wood siding.

6. Electrical system – NIPSCO turned on the electric on 2/26.

7. Heating and Mechanical system – NIPSCO did pressure check and turned on the gas and lit the furnace 2/26. Using the document, **Davidhizar** provided a summary of the condition of the buildings, at times in response to comments or questions from Board members.

Mayor Leichty asked **Davidhizar** when the house was last occupied and whether he would recommend that his mother live in the house today. **Davidhizar** answered, “Unofficially last summer ... Sure. It's not beautiful. It's safe.” The Mayor responded that the home has been unoccupied and was determined to be unsafe since last summer.

Mayor Leichty asked **Assistant City Attorney Shuler** if he had a recommendation for the Board.

Shuler first asked **Davis** if he had any questions for **City Building Inspector Eash**. **Davis** said he did not.

Shuler then provided the Board with a review of past City action related to the property, noting that the Board already determined that the home was unsafe. He said the City Building Commissioner's position is that “the property is not in compliance, and the administrative process has kind of reached a point where we have limited options of what we can do” because of previous orders affirmed by the Board.

Shuler said the Building Commissioner's recommendation was to “refer the matter to the Legal Department to determine the appropriate civil action take which, underneath unsafe building law include several remedies, including civil penalties, injunctive mandatory orders, receivership and other court orders available.” He added that he was not asking for the Board to make additional findings or orders today, but to refer the matter to the Legal Department.

Mayor Leichty asked if **Davidhizar** complied with the Board's Dec. 5 order that **Davidhizar** pay a \$5,000 civil penalty by Dec. 16, 2024 for his failure to comply with the Building Commissioner's previous Order. **Shuler** said he is unaware the penalty was paid.

The **Mayor** asked if it was true that **Davidhizar** requested the Board's previous hearings but didn't attend them.

Shuler said he believed that was accurate. He suggested **Davis** be given the opportunity to make a final argument.

Clerk Treasurer Aguirre said that the Clerk-Treasurer's Office was unable to find any evidence that **Davidhizar** has paid the \$15,000 in fines assessed by the Board on Dec. 5 for three of the properties on today's agenda.

Davis began his closing argument by confirming that **Davidhizar** requested the prior review hearing, but was in Germany at the time of the last hearing and was unable to be present. While **Davidhizar** was notified of the last hearing, **Davis** said he hasn't found any evidence that he was notified. Still, **Davis** said he accepted responsibility for missing the hearing.



Davis said Davidhizar “can deal with whatever options you have, but what we’re trying to point out today, with the evidence that we’ve presented, is that significant progress has been made.”

Davis said it was “pretty significant” that electric and gas service have been restored to the property. He said, “There are still patches and paints and things like that that need to be done in order to bring this house into a sort of a situation where it can be rented again, but I would like you to take into consideration the fact that you know work’s been done.”

Davis continued, “We disagree, I think, with the appreciation or assessment made by Mr. **Eash** and Mr. **Grise** about all’s that’s been done. And, yeah, a lot of those things were done just yesterday or the day before ... but we’re wanting to have you at least take that into consideration that we have done those kinds of things.” He added that he and **Davidhizar** would “deal with whatever you do.”

In response to the testimony and arguments, **Mayor Leichty** said, “Given the length of time that is passed without remedy, and while **Mr. Davis** and **Mr. Davidhizar** have attempted to make the case that significant work has been done, that does not correspond with what I understand from our Building Commissioner and Inspector. And I don’t foresee a quick remedy forward as it has been presented, nor as experience has indicated, is likely to occur.

“Given that, it would be my recommendation, and **I would make a motion, that we do pass this on to the Legal department for review for additional remedies at their recommendation.**”

The Mayor invited comments from Board members.

Board member Landis said “Looking at the list of (repairs) and knowing how incomplete things can be, it’s hard on paper to write down the details. It just seems to me we have to take the Building Commissioner’s opinion that nothing significant has been done, in spite of the fact that **Mr. Davidhizar** would like us to believe the opposite.”

Mayor Leichty said, “That presents a great deal of risk to knowing that, and it’s a safety risk, Iso, if there are people breaking into the house. And I’ll just remind the Board members that these are a series of houses that are on the walking path to Chamberlain Elementary School and children have to walk past these houses every day. And if they are not kept in good condition, that’s exposing kids to additional risk that I don’t feel is a benefit to the neighborhood or the City as a whole. So, whatever we can do to accelerate the improvement of those houses, I believe, is imperative for this Board to do.”

Board member Nichols seconded the Mayor’s motion.

Clerk-Treasurer Aguirre asked if he could clarify the motion. He asked if the motion was refer the matter to the Legal Department to explore remedies. The Mayor said that was correct.

The motion by Mayor Leichty/Board member Nichols to refer the matter to the Legal Department to explore remedies was passed on a 5-0 vote.

18) Compliance review hearing for 511 North 5th Street (Ronald E. Davidhizar, property owner)

At 4:57 p.m., Mayor Leichty convened a compliance review hearing for the prior Order of the City of Goshen Building Commissioner for 511 North 5th Street (Ronald E. Davidhizar, property owner).

BACKGROUND:

In a Feb. 21, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** reminded the Board that it **held a hearing on Dec. 5, 2024, affirming the Building Commissioner’s Order that declared the property unsafe and required repairs. The Board also found that the property owner, Ronald Davidhizar, willfully failed to comply and imposed a \$5,000 civil penalty.**

The matter was set for a future compliance hearing. A copy of the Board’s December 5, 2024 Order was attached to the memorandum.



For the Feb. 24, 2025 compliance hearing, Shuler wrote that the Board could receive evidence and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on findings the Board makes, he wrote that the Board could:

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond, or strike/reduce the previously imposed civil penalty).
3. Rescind the Order
4. Affirm the Order and, if warranted, impose an additional civil penalty if compliance remains lacking and the property negatively impacts the community.
5. Take any other lawful action to address the unsafe premises, including authorizing legal action for penalties or receivership.

In taking any of these actions, **Shuler** advised the Board to make specific findings of fact to support to its action.

City Building Commissioner Myron Grise wrote that the Order of the City of Goshen Building Commissioner, dated Oct. 8, 2024, came before the Hearing Authority (Board of Public Works & Safety) on Dec. 5, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Order concerned the property located at 511 N. 5th Street, Goshen. The Building Commissioner's Order determined that the vacant residential building was unsafe under LC. § 36-7-9-4(a)(5) and (6), due to the following conditions and code violations:

1. **The structure's foundation has not been kept in good repair, free from open cracks and breaks, capable of supporting all nominal loads and resisting all load effects**, a violation of Section 6.3.1. I(b). The foundation wall in the basement has begun to collapse in areas causing wash out.
2. **The ceilings have not been kept in good repair**, a violation of Section 6.3.1.1 (b). Ceilings tiles have been removed throughout the property and there are other areas where the ceilings have or are collapsing.
3. **The floor and supports for the rear porch have not been kept in good repair**, a violation of Section 6.3 .1.I(b). The rear porch supports are leaning and detaching. The rear porch floor has a large area where it's missing flooring.
4. **The structure's painted surfaces are not properly coated and weather tight**, and metal and wood surfaces throughout, including window frames, doors, door frames, cornices, porches, and trim have not been maintained in good condition, a violation of Section 6.3 .1. I(g). There is chipping and peeling paint on multiple surfaces throughout the structure.
5. **The roof of the garage on the real estate is not sound, tight, and free of defects that admit rain**, a violation of Section 6.3.1. I(c). The garage roof has a large hole permitting weather and animals to enter the structure.
6. **The electrical system has not been maintained in a satisfactory working condition nor in a manner that will permit safe operation**, a violation of Section 6.3.1.I(a). There are exposed electrical wires hanging free throughout the structure.
7. **The heating and mechanical system has not been maintained in a satisfactory working condition**, a violation of Section 6.3.1. I(a). The furnace and mechanical system is in need of assessment.
8. **The plumbing system has not been maintained in a satisfactory working condition nor in a manner that will permit safe operation**, a violation of violation of Section 6.3.1.I(a). There are plumbing pipes that have rusted out or not connected properly.

Grise wrote that proper notice of the Order was provided to **Ronald E. Davidhizar**, the Real Estate's owner by certified and regular United States mail in accord with I.C. § 36-7-9-25. Pursuant to the request of Owner, a review hearing was scheduled to review the Order. And 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 vacant residential building at the Real Estate and the Order.



Grise wrote that after consideration of the evidence and testimony presented, the Hearing Authority (the **Board of Public Works & Safety**) found that the **Building Commissioner's Order** was supported by substantial evidence.

The vacant residential structure at the Real Estate was determined to be an unsafe building under Indiana law. And the **Board affirmed the Building Commissioner's order**.

In addition, **Grise** wrote that the **Board found that Owner has willfully failed to comply with the Building Commissioner's Order**. Owner completed little to no work at the Real Estate to address the violations in the Building Commissioner's Order; Owner failed to apply for or obtain any permits for the work required. **Such willful failure to comply warranted the imposition of a civil penalty** under I. C. § 36-7-9-7(e).

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

1. This order shall serve as a Continuous Enforcement Order pursuant to LC. § 36- 7-9-2.
2. The vacant residential structure at the Real Estate is an unsafe building under the Indiana Unsafe Building Law.
3. The Owner shall immediately secure the premises so as to prevent squatters and other unauthorized individuals from entering the Unsafe Building
4. This matter was set for further hearing to review compliance with the Order and whether said Order should be affirmed, further modified, or rescinded, before the Goshen Board of Public Works and Safety, on **Thursday, January 23, 2024 at 4:00 p.m. (local time)**.
5. **Due to Owner's willful failure to comply with the Building Commissioner's Order, a civil penalty of \$5,000 was imposed against Owner, said penalty to be paid by December 16, 2024.**
6. This order constituted 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 forfeit any appeal rights.
7. 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 with 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.

**DISCUSSION AND OUTCOME OF BOARD COMPLIANCE REVIEW HEARING ON FEB. 27, 2025:
At 4:57 p.m., Mayor Leichty** convened a compliance review hearing for 511 North 5th Street.

Present: Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Building Inspector Travis Eash, property owner Ronald E. Davidhizar and his attorney, John William Davis, Jr.
Assistant City Attorney Don Shuler provided the background of the case and the reason for the compliance/review hearing. He said a Building Department representative and the property owner would present information about the condition of the building. He said the Board could then decide how to proceed.



Having previously been sworn in by Mayor Leichty, City Building Inspector Travis Eash provided a report on the previous and current condition of 511 North 5th Street. Eash said he and Building Commissioner Grise inspected the property on Feb. 25, 2025. They determined that roof permits were pulled before the Dec. 5, 2024 hearing, but no inspections were done.

Eash said Grise witnessed the garage installation, including the replacement of shingles. He said the back porch was partially installed, but no permits were pulled for it and no inspections were done. He said there has been no significant water usage at the house since 2006 and that items 1 through 4 and 6 and 7 on the City's list of deficiencies remain unchanged.

As he did during the day's first hearing (for 423 North 5th Street), **John William Davis, Jr.**, an attorney representing property owner **Ronald E. Davidhizar**, presented to the Board a two-page document – the first page listing the alleged deficiencies of the property at 511 North 5th Street and the second page with Davidhizar's responses. Davis said Davidhizar would then present his evidence in this manner.

Attorney Davis then presented to Board members and the Clerk-Treasurer with a typed two-page document about the City's list of deficiencies for 511 North 5th Street and Davidhizar's response. **(EXHIBIT #2).**

Having previously been sworn in by the Mayor Leichty, swore in Ronald E. Davidhizar then provided the following written responses to the alleged cited deficiencies for the property:

1. Foundation – Michigan basement - some corrective action as for 423 N. 5th - getting 2 quotes for this work. Foundation is cement blocks on footers. and we're not aware of much tuck pointing required.

2. Ceilings – Ceiling tiles were deliberately removed on account of discoloration in various rooms. In the kitchen, new drywall ceiling was installed. Old plaster ceiling still up in all rooms where drop ceilings were installed.

3. Floor and supports – Rear porch has been torn out and new framing & new footers have been installed, but decking still required. Rear porch supports have been eliminated.

4. Painted surfaces – Painted surfaces are not seriously out of repair, but there may be some minor peeling here and there.

5. Garage roof -- Garage roof has been replaced/new decking and new shingles. The flat roof on portions of the house has been replaced.

6. Electrical system – Electrical system is operational, and it's been that way for years. There are old-fashioned glass fuses, but they work fine, and Romex wiring.

7. Heating and mechanical system – Gas just has to be turned on, but we know of no problem with the operation of the mechanical & heating system.

8. Plumbing system – There's a cast-iron elbow that needs to be replaced, but that's the only problem.

Davidhizar provided a summary of the condition of the building by reviewing his document. At times he conceded the Building Department's findings were accurate, but he also said the condition was not as poor as described. He added that all of the repairs could be completed "rather quickly."

Mayor Leichty responded, "Given that the house hasn't been occupied since 2006, I think we have different definitions of 'rather quickly.'" **Davidhizar** responded, "Well, I'm talking about for now forward." The Mayor replied, "Understood."

The **Mayor** asked **Assistant City Attorney Shuler** to comment on the next steps.

As he did during the previous hearing, for 423 North 5th Street, **Shuler** said the City Building Department's belief on this property is that "we've kind of reached the extent of what we could do from an administrative board perspective." **Shuler** said since this property has been vacant so many years, "we don't think that the property owner is going to be able to get repaired is to take the next step ... our recommendation is that you would just move to refer the matter to the Legal Department ... (and not) enter an additional order or any other action today."

Mayor Leichty asked if the Board could order a further fine for **Davidhizar** not paying the previous fine and missing the payment deadline. **Shuler** said he was unaware a late fee could be imposed.



Mayor Leichty asked if attorney **Davis** has a closing statement or argument. **Davis** said **Davidhizar** wanted to make some comments.

Davidhizar said, “This is a house that has not been occupied for living quarters, but it has been occupied by my crew and I. That’s where we meet every morning to discuss what materials we need and what the plan for the day is. It is not going to be used as living quarters. We’ll continue to meet there. It’s near where I live, and so we take care of the lawn, keep the trash picked up, and all that sort of thing.”

Mayor Leichty asked **Davidhizar** if had a zoning variance to use that property as a business. **Davidhizar** responded, “As I understand it, real estate is a business that can be operated from a home.”

Assistant City Attorney Shuler said, “There is an existing court order, in effect, for that property from 2017 dealing with the use of the property in a zoning violation where an injunction was entered. I don’t have a printed copy of it with me today, because I didn’t know that that was going to come up.

“But I would think that to the extent that that’s an issue that it’s best not to get into it at today’s hearing unless you really want to get into it. But I think there is an order that enjoins that property from being used in violation of the zoning ordinance; it was found to be in violation being used as a real estate leasing and rental business, backed by Elkhart Circuit Court in 2017.”

Mayor Leichty said, “I felt like it was germane to our discussion, and that this is allegedly a residential property being used as a business. So, I just wanted to, for the record, make sure that clarification was noted.”

Mayor Leichty asked if there were any **Board comments or questions or a motion**.

Nichols/Myers then made a motion to refer the matter to Legal Department to explore further action to take. The motion passed 5-0.

19) Compliance review hearing for 513 North 5th Street (Ronald E. Davidhizar, property owner)

At 5:11 p.m., **Mayor Leichty** convened a compliance review hearing for the prior Order of the City of Goshen Building Commissioner for 513 North 5th Street (Ronald E. Davidhizar, property owner).

BACKGROUND:

In a Feb. 21, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** reminded the Board that it held a hearing on Dec. 5, 2024, affirming the Building Commissioner’s Order that declared the property unsafe and required repairs. The Board also found that the property owner, Ronald Davidhizar, willfully failed to comply and imposed a \$5,000 civil penalty.

The matter was set for a future compliance hearing. A copy of the Board’s Dec. 5, 2024 Order was attached to the memorandum.

For the Feb. 24, 2025 compliance hearing, **Shuler** wrote that the Board could receive evidence and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on findings the Board makes, he wrote that the Board could:

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond, or strike/reduce the previously imposed civil penalty).
3. Rescind the Order
4. Affirm the Order and, if warranted, impose an additional civil penalty if compliance remains lacking and the property negatively impacts the community.
5. Take any other lawful action to address the unsafe premises, including authorizing legal action for penalties or receivership.

In taking any of these actions, **Shuler** advised the Board to make specific findings of fact to support to its action.



City Building Commissioner Myron Grise wrote that the Order of the City of Goshen Building Commissioner, dated Oct. 8, 2024, came before the Hearing Authority (Board of Public Works & Safety) on Dec. 5, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Order concerned the property located at 513 N. 5th Street, Goshen. The Building Commissioner's Order determined that the vacant residential building was unsafe under LC. § 36-7-9-4(a)(5) and (6), due to the following conditions and code violations:

1. The **structure's foundation has not been kept in good repair, free from cracks and breaks, capable of supporting all nominal loads and resisting all load effects**, a violation of Section 6.3.1. l(b). Areas of the foundation have formed holes; bricks around the exterior of the house are crumbling or have fallen.
2. The **walls have not been kept in good repair**, a violation of Section 6.3.1.l(b). Multiple walls throughout the residential structure have holes.
3. The **floor has not been kept in good repair**, a violation of Section 6.3.1. l(b). The floor outside of door to basement is sinking. Multiple floor beams show significant signs of decay and possible termite damage.
4. The **structure's painted surfaces are not properly coated and weather tight**, and metal and wood surfaces throughout, including window frames, doors, door frames, cornices, porches, and trim have not been maintained in good condition, a violation of Section 6.3.1. l(g). There is chipping and peeling paint on multiple surfaces throughout the structure.
5. There is **no guardrail installed upstairs around the stairway**, a violation of Section 6.3.1. l(f).
6. The **electrical system has not been maintained in a satisfactory working condition nor in a manner that will permit safe operation**, a violation of Section 6.3.1. l(a). The electrical panel has been tampered.
7. The **heating and mechanical system has not been maintained in a satisfactory working condition**, a violation of Section 6.3.1. l(a). There is no gas meter and the heating and mechanical system is in need of assessment.
8. The **plumbing system has not been maintained in a satisfactory working condition nor in a manner that will permit safe operation**, a violation of Section 6.3.1. l(a). There is no water meter at the real estate and has been no water usage for at least two (2) years.

Grise wrote that proper notice of the Order was provided to Ronald E. Davidhizar, the Real Estate's owner by certified and regular United States mail in accord with I.C. § 36-7-9-25. Pursuant to the request of Owner, a review hearing was scheduled to review the Order. And 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 vacant residential building at the Real Estate and the Order.

Grise wrote that after consideration of the evidence and testimony presented, the Hearing Authority (the **Board of Public Works & Safety**) found that the **Building Commissioner's Order was supported by substantial evidence. The vacant residential structure at the Real Estate was determined to be an unsafe building** under Indiana law. And the **Board affirmed the Building Commissioner's order.**

In addition, **Grise** wrote that the **Board found that Owner has willfully failed to comply with the Building Commissioner's Order.** Owner completed little to no work at the Real Estate to address the violations in the Building Commissioner's Order; Owner failed to apply for or obtain any permits for the work required. **Such willful failure to comply warranted the imposition of a civil penalty** under I. C. § 36-7-9-7(e).

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

1. This order shall serve as a Continuous Enforcement Order pursuant to LC. § 36-7-9-2.
2. The vacant residential structure at the Real Estate is an unsafe building under the Indiana Unsafe Building Law.



3. The Owner shall immediately secure the premises so as to prevent squatters and other unauthorized individuals from entering the Unsafe Building
4. This matter was set for further hearing to review compliance with the Order and whether said Order should be affirmed, further modified, or rescinded, before the Goshen Board of Public Works and Safety, on **Thursday, Jan. 23, 2024 at 4:00 p.m. (local time).**
5. **Due to Owner's willful failure to comply with the Building Commissioner's Order, a civil penalty of \$5,000 was imposed against Owner, said penalty to be paid by December 16, 2024.**
6. This order constituted 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 forfeit any appeal rights.
7. 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 with 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.

DISCUSSION AND OUTCOME OF BOARD COMPLIANCE REVIEW HEARING ON FEB. 27, 2025:

At 5:11 p.m., Mayor Leichty convened a compliance review hearing for 511 North 5th Street.

Present: Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Building Inspector Travis Eash, property owner Ronald E. Davidhizar and his attorney, John William Davis, Jr.

Assistant City Attorney Don Shuler provided the background of the case and the reason for the compliance/review hearing. He said a Building Department representative and the property owner would present information about the condition of the building. He said he would then make a recommendation on how the Board could proceed.

Having previously been sworn in by Mayor Leichty, City Building Inspector Travis Eash provided a report on the previous and current condition of 513 North 5th Street.

Eash said he there has been "little to no work" done on the property since the Board's Dec. 5, 2024 order. He said no permit have been pulled for the house for probably 20 years or more.

Eash said there has been no significant water use since 2022 and items 1 through 9 on the City's list of deficiencies remain unchanged.

Attorney Davis asked **Eash** a series of question about the finding that a portion of the floor near the basement door was sinking. Davis said he and **Davidhizar** were contending that there is only a 1-inch difference in the floors in that area. Eash said there was evidence that the floor in that area has pulled away from the walls and several joists in the basement have termite damage or some other decay.

As he did during prior hearings (for 423 North 5th Street and 511 North 5th Street), **John William Davis, Jr.**, an attorney representing property owner **Ronald E. Davidhizar**, presented the Board with a two-page document – the first page listing the City's alleged deficiencies of the property at 513 North 5th Street and the second page with Davidhizar's responses. Davis said Davidhizar would then present his evidence in this manner.



Attorney Davis then presented to Board members and the Clerk-Treasurer with a typed two-page document about the City's list of deficiencies for 513 North 5th Street and Davidhizar's response. **(EXHIBIT #3).**

Having previously been sworn in by the Mayor Leichty, swore in **Ronald E. Davidhizar** then provided the following written responses to the alleged cited deficiencies for the property:

1. Foundation – Bricks have some surface spalling - brick walls are 2 bricks thick - not a structural issue. No bricks have fallen out. No holes going through to the inside.

2. Walls – The entire upstairs has been sheet-rocked & painted. Downstairs, there are a few minor repairs required (just patching).

3. Floor – There is a 1" or 1-1/2" difference in floor levels between the kitchen & the utility room which leads to the basement. We disagree with the assessment of the strength of the joists. There may be one beam; if so, we are unaware of any damage to it.

4. Painted surfaces – On the outside, the brick had been painted and has weathered. The plan is to repaint using brick color. The trim on the outside needs paint. Inside on the first floor, most of the paint on the trim has been stripped, & the trim will be refinished. Walls have been patched and painted. Some graffiti needs to be painted over, also small holes (as for pictures) need to be patched and the patches painted.

5. Missing upstairs guardrail – A guardrail for the upstairs is being custom made by D.L. Moser, a custom furniture builder.

6. Electrical system – The electrical system is on and working.

7. Heating and mechanical system – Pressure test in process 2/26/25. However, the blower motor has been stolen, so we need a new motor. Pressure test is required before meter goes in.

8. Plumbing system – New bathroom installed about five years ago. We need to get the heat fixed and then turn the water on. All fixtures and piping are there.

Asked by the **Mayor** to offer any comments about the home's current condition, **Davidhizar** said "The inspectors who came to look at the house were rather impressed with it. They pointed out that it's very close to being ready to rent. It is a safe house, as is.

"Only they said I probably would not want to rent it until I did some repainting, because there is graffiti on the inside. And I would not get very good tenants with the ugliness of the graffiti, and I agree with that."

Davidhizar then provided a summary of the condition of the buildings by reviewing his document. He also commented about work that needed to be done to improve the appearance of the home.

Mayor Leichty asked **Assistant City Attorney Shuler** if he wanted to respond to **Davidhizar's** testimony. Shuler said he wanted to ask **Building Commissioner Grise** to respond to Davidhizar's statement that City inspectors said the home was in good condition and almost ready to rent.

Mayor Leichty swore in Building Commissioner Grise to give truthful and complete testimony.

Grise testified, "The big difference from the wording that was said there that we're rather impressed because we definitely weren't. The big difference is, we did say that they had the least amount of work that need to be done of all (the homes) that we looked at. There's definitely some work to be done there ... I was not impressed."

Mayor Leichty asked if all of the junk in the home has been removed. **Grise** responded, "No; part of it. Ron was trying to convince us to see if we could accept closing off the front room, so we can leave all of his junk and tools and everything else that's up there, and rent the back half out, which I talked to Mr. Schuler about it, and we think that's a zoning violation. So, I mentioned that to Ron. But you know we didn't go any further with that."

Mayor Leichty said she wouldn't like that graffiti in her apartment, either. **Grise** added, It's definitely the closest one to be repaired, but it's it definitely needs some work, too."

Mayor Leichty asked if Board members had any questions or comments.

Board member Landis commented about the time this case has been pending, but **Mayor Leichty** clarified that was for the next home on the agenda, at 601 North 5th Street.



Nichols/Myers then made a motion refer the matter to the Legal Department. The motion passed 5-0.

20) Compliance review hearing for 601 North 5th Street (Ronald E. Davidhizar, property owner)

At 5:26 p.m., Mayor Leichty convened a compliance review hearing for the prior Order of the City of Goshen Building Commissioner for 601 North 5th Street (Ronald E. Davidhizar, property owner).

BACKGROUND:

In a Feb. 21, 2025 memorandum to the Board, **Assistant City Attorney Don Shuler** reminded the **Board** that it held a hearing on Feb. 22, 2024 and affirmed the Building Commissioner's Order that **declared the property unsafe and required repairs. The Board also found that the property owner, Ronald Davidhizar, willfully failed to comply and imposed a \$5,000 civil penalty.**

A copy of the Board's Feb.22, 2024 Order was attached. Also attached was the Building Commissioner's Order for Compliance Hearing, dated Jan. 23, 2025.

For the Feb. 24, 2025 compliance hearing, Shuler said the Board should receive evidence and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on findings the Board makes, he said the Board could:

1. Continue the matter for further review.
2. Modify the Order (e.g., extend deadlines, require a performance bond, or strike/reduce the previously imposed civil penalty).
3. Rescind the Order
4. Affirm the Order and, if warranted, impose an additional civil penalty if compliance remains lacking and the property negatively impacts the community.
5. Take any other lawful action to address the unsafe premises, including authorizing legal action for penalties or receivership.

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

City Building Commissioner Myron Grise that the Order of the City of Goshen Building Commissioner, dated Jan. 10, 2024, came before the Hearing Authority (Board of Public Works & Safety) on Feb. 22, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, said order requiring:

Completion of the necessary actions and repairs to the residential structure at the Real Estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include the following:

- **Removal of all trash, debris, and any fire hazardous material** from inside the unsafe building so the same permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.
- **Extermination of insects and vermin** in and about the unsafe premises.
- **Repair and rehabilitation of damaged walls and ceilings** so that the same are reasonably weather tight and rodent proof, capable of providing privacy, and otherwise in good repair, as required by the Neighborhood Preservation Ordinance.
- **Installation of smoke detectors** in each dwelling unit as required by the Neighborhood Preservation Ordinance

All said work to be completed within thirty (30) days.

The Order identified the following violations at the Real Estate:

"The violation is the existence of a residential structure that is filled with trash, debris, materials, and insects that makes it uninhabitable.



“The dwelling units inside the structure have not been kept in a clean and sanitary condition that would permit human habitation, occupancy, or use under the City of Goshen’s Neighborhood Preservation Ordinance. Further, there are damaged ceilings and walls that constitute violations of the Neighborhood Preservation Ordinance.”

Grise wrote that the hearing was held where evidence was presented and arguments heard. **The Board of Public Works and Safety, as the City of Goshen’s Unsafe Building Hearing Authority, being duly advised in the premises, made the following findings and determinations:**

A. Service of Process – Proper notice of the Order, and this hearing, was given to all persons with a substantial property interest in the Real Estate. Notice was sent Certified Mail, return receipt requested, and regular mail, and proof of service is established by the Certificate of Service provided to the Hearing Authority and made part of the record herein.

B. Violations – The time to complete the work and action by the Order has passed, and the following conditions and violations of Goshen City Code cited by the Building Commissioner still exist at the residential structure located on the Real Estate:

1. The residential structure is filled with trash, debris, materials, and insects that makes it uninhabitable.
2. The dwelling units have not been kept in a clean and sanitary condition that would permit human habitation, occupancy, or use under the City’s Neighborhood Preservation Ordinance.
3. There are damaged ceilings and walls that constitute violations of the & Neighborhood Preservation Ordinance.

Grise wrote that these conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:

- **A public nuisance**, due to the damaged and deteriorated condition of the structure, the accumulated trash and debris, the existence of an insect infestation, and the general disrepair of the structure.
- **Dangerous to person or property** because of a violation of a statute or ordinance concerning building condition or maintenance, due to violations of the City’s Neighborhood Preservation Ordinance, particularly those provisions requiring clean and sanitary conditions for human habitation.
- **Vacant or blighted** and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance.

Based on these findings, Grise wrote that the Board affirmed the Building Commissioner’s Order. Further, the Board found that there had been a willful failure to comply with the Order based on the property owner’s “Failure to respond to numerous inspection letters and failure to take any corrective action in response to the Building Department’s efforts.” And it ordered a \$5,000 civil penalty due by March 25, 2024.

DISCUSSION AND OUTCOME OF BOARD COMPLIANCE REVIEW HEARING ON FEB. 27, 2025:

At 5:26 p.m., Mayor Leichty convened a compliance review hearing for 601 North 5th Street.

Present: Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; City Building Inspector Travis Eash, property owner Ronald E. Davidhizar and his attorney, John William Davis, Jr.

Assistant City Attorney Don Shuler provided the background of the case and the reason for the review hearing. As with the prior three hearings, Shuler said “once you get to the point where you’ve issued an order from this Board, ordered repairs and issued a civil penalty, the administrative options kind of stall. And so internally, we’ve had discussions on what to do and kind of decided to bring it back along with these other properties.”

Shuler said the Board could now take evidence from the Building Department and the property owner and then decide what action to take.

As he was previously sworn in to give truthful and complete testimony, City Building Inspector Travis Eash testified about the former and current condition of 601 North 5th Street.



Eash said plumbing, roof and remodeling permits were pulled for the property in April or May 2024, but no inspections were requested or conducted. However, he said he believed trash has been removed from the property. **Eash** said he believes a new roof was installed, but no inspection was requested or conducted. He said the last significant water usage at the home was in 2022. He added that he believes someone was living at the home since then, perhaps illegally, and had to be removed by **Davidhizar**.

Board member Myers asked if **Eash** inspected the property this week. **Eash** said he didn't get inside the home, but **Davidhizar** stated that "other than the cleanup, they hadn't really worked on much inside. And we looked, and you could tell it was cleaned up from what it was before, back in February, like a year ago."

Mayor Leichty asked **Davis** or **Davidhizar** if they had any questions for **Eash**. They did not.

However, **Davis** presented to Board members and the Clerk-Treasurer a typed two-page document about the City's list of alleged deficiencies for 611 North 5th Street and **Davidhizar**'s response. (**EXHIBIT #4**).

Having previously been sworn in by the Mayor Leichty, swore in **Ronald E. Davidhizar** then provided the following written responses to the alleged cited deficiencies for the property:

- **Remove trash/debris** – All trash, debris was removed in spring of 2024, and the house has since been secured.
- **Exterminate insects and vermin in and around the home** – Extermination has been done.
- **Repair and rehabilitate damaged walls and ceilings** – Some walls and ceilings have had plaster removed in preparation for drywall; will be 3 apartments.
- **Install smoke detectors in each dwelling unit** – Smoke detectors go in after painting.

In response to a question from **Board member Swartley**, **Davidhizar** confirmed the property has always had three apartments. **Davidhizar** also summarized some of the completed repair work, including the removal of trash and debris, the replacement of the roof and the prep work to install new drywall.

Mayor Leichty asked who completed the extermination. **Davidhizar** said he didn't remember the name of company.

Mayor Leichty asked if Board members had further questions or were prepared to make a motion.

Nichols/Myers then made a motion to refer the matter to the Legal Department. The motion passed 5-0.

A 5:33 p.m., **Mayor Leichty** closed the compliance review hearings for the four properties.

APPROVAL OF CIVIL & UTILITY CLAIMS

Mayor Leichty made a motion to approve Civil City and Utility claims and adjourn the meeting. **Board member Nichols** seconded the motion. The motion passed 5-0.

ADJOURNMENT

Mayor Leichty adjourned the meeting at 5:33 p.m.

EXHIBIT #1: *An undated typed two-page document about the City Building Department's list of deficiencies for 423 North 5th Street and a response by Ronald E. Davidhizar, the property owner. The document was presented by Davidhizar's attorney, John William Davis, Jr., during the compliance/review hearing for 423 North 5th Street.*

EXHIBIT #2: *An undated typed two-page document about the City Building Department's list of deficiencies for 511 North 5th Street and a response by Ronald E. Davidhizar, the property owner. The document was presented by Davidhizar's attorney, John William Davis, Jr., during the compliance/review hearing for 511 North 5th Street.*



EXHIBIT #3: *An undated typed two-page document about the City Building Department's list of deficiencies for 513 North 5th Street and a response by Ronald E. Davidhizar, the property owner. The document was presented by Davidhizar's attorney, John William Davis, Jr., during the compliance/review hearing for 513 North 5th Street.*

EXHIBIT #4: *An undated typed two-page document about the City Building Department's list of deficiencies for 601 North 5th Street and a response by Ronald E. Davidhizar, the property owner. The document was presented by Davidhizar's attorney, John William Davis, Jr., during the compliance/review hearing for 601 North 5th Street.*

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member



Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



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 28, 2025

To: Goshen Board of Public Works and Safety
From: Don Shuler, Assistant City Attorney
Subject: Open Sealed Proposals for 304 W. Oakridge Ave Demolition

The City has solicited sealed proposals to be opened by the Board of Public Works and Safety seeking proposals for the demolition and removal of the unsafe building at 304 W. Oakridge Avenue, Goshen, as well as sealing and restoration of the connection between the unsafe building and the garage located on the adjacent property at 306 W. Oakridge Avenue.

A sealed proposal may be delivered to the Board, c/o Clerk-Treasurer's Office, until 3:45 p.m. of the date of the meeting. After 3:45 p.m. and up until 4:00 p.m. of the date of the meeting, a sealed proposal may be delivered to the Board in the City Court Room / Council Chambers.

Prior to opening proposals, it is recommended that an announcement be made to determine if there are any additional proposals to be submitted to the Board. Otherwise, any proposal that is submitted after the Board begins opening proposals will be returned. After making this announcement, the Board should open any and all sealed bids submitted for consideration and return all proposals to the Legal Department for review.



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: March 6, 2025

From: Chief Jose' Miller

Reference: **Request to Ratify Conditional Officers of Wyatt R. Vicary, Manuel A. Torres, and Kody M. Rucker**

Good Afternoon,

On February 27, 2025, the Board of Public Works and Safety approved the hiring of Kody M. Rucker, Manuel A. Torres, and Wyatt Richard Vicary. It is also necessary for the Board of Public Works and Safety to approve the terms and conditions and ratify the execution of the attached Conditional Offer of Employment Agreements with each of the three individuals.

Suggested Motion - Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreements with Kody M. Rucker dated December 23, 2024, with Manuel A. Torres dated November 25, 2024, and with Wyatt Richard Vicary dated October 24, 2024.

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

Jose' D. Miller #116
Chief of Police

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

**GOSHEN POLICE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Wyatt Richard Vicary** (“Vicary”) and **City of Goshen, Indiana** (“City”).

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Vicary employment as a probationary patrol officer with the Goshen Police Department. Vicary accepts City’s conditional offer of employment. City and Vicary understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Police Department rank and file. Vicary understands that a personnel vacancy in the rank and file of the Goshen Police Department may not currently exist. Although the Goshen Police Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Vicary understands that actual employment with the City of Goshen and Goshen Police Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of police officers.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Vicary understands that Vicary must meet the conditions for membership in the Indiana Public Retirement System’s (INPRS) 1977 Police Officers’ and Firefighters’ Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Police Department. Vicary agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Vicary understands that the application requires Vicary to authorize the release of medical information, the completion of a comprehensive general medical history and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Vicary to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Vicary has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Vicary’s expense. If additional reports and/or testing are required, Vicary may elect to terminate this agreement by providing City notice in writing.
- (4) Vicary understands that Vicary must successfully pass the baseline statewide physical examination and the baseline statewide mental examination. In the event that Vicary does not pass the physical and mental examinations, City withdraws this offer of employment, and Vicary shall accept City’s withdrawal and this agreement shall be terminated.
- (5) Vicary understands that the INPRS Board of Trustees must approve Vicary’s Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Vicary

in a public meeting when a position opening becomes available in the Goshen Police Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Vicary does not appeal the decision, City withdraws this offer of employment, and Vicary shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Vicary decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (5), Vicary shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment with City and Goshen Police Department, Vicary is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Vicary agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Vicary's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Vicary agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Vicary agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Vicary will be paid for the time Vicary spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Vicary fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Vicary's first day of employment with Goshen Police Department, Vicary's employment with City and Goshen Police Department shall terminate.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

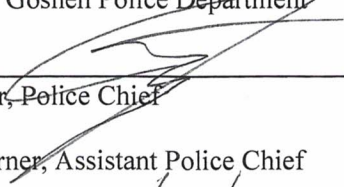
This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

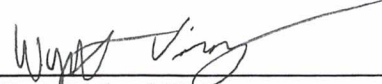
This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning the subject matter hereof.

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

City of Goshen, Indiana
Goshen Police Department



Jose Miller, Police Chief
or
Shawn Turner, Assistant Police Chief



Wyatt Richard Vicary

Date: 10/24/2024

Date: 10/24/24

**GOSHEN POLICE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Manuel A. Torres** ("Torres") and **City of Goshen, Indiana** ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Torres employment as a probationary patrol officer with the Goshen Police Department. Torres accepts City's conditional offer of employment. City and Torres understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Police Department rank and file. Torres understands that a personnel vacancy in the rank and file of the Goshen Police Department may not currently exist. Although the Goshen Police Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Torres understands that actual employment with the City of Goshen and Goshen Police Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of police officers.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Torres understands that Torres must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Police Department. Torres agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Torres understands that the application requires Torres to authorize the release of medical information, the completion of a comprehensive general medical history and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Torres to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Torres has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Torres's expense. If additional reports and/or testing are required, Torres may elect to terminate this agreement by providing City notice in writing.
- (4) Torres understands that Torres must successfully pass the baseline statewide physical examination and the baseline statewide mental examination. In the event that Torres does not pass the physical and mental examinations, City withdraws this offer of employment, and Torres shall accept City's withdrawal and this agreement shall be terminated.
- (5) Torres understands that the INPRS Board of Trustees must approve Torres's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Torres

in a public meeting when a position opening becomes available in the Goshen Police Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Torres does not appeal the decision, City withdraws this offer of employment, and Torres shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Torres decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (5), Torres shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment with City and Goshen Police Department, Torres is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Torres agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Torres's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Torres agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Torres agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Torres will be paid for the time Torres spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Torres fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Torres's first day of employment with Goshen Police Department, Torres's employment with City and Goshen Police Department shall terminate.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

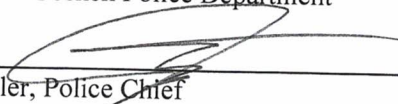
This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning the subject matter hereof.

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

City of Goshen, Indiana
Goshen Police Department



Jose Miller, Police Chief

or

Shawn Turner, Assistant Police Chief

Date: 11/25/2024



Manuel A. Torres

Date: 11-25-24

**GOSHEN POLICE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Kody M. Rucker** ("Rucker") and **City of Goshen, Indiana** ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Rucker employment as a probationary patrol officer with the Goshen Police Department. Rucker accepts City's conditional offer of employment. City and Rucker understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Police Department rank and file. Rucker understands that a personnel vacancy in the rank and file of the Goshen Police Department may not currently exist. Although the Goshen Police Department is initiating the baseline statewide physical examination and baseline statewide mental examination, Rucker understands that actual employment with the City of Goshen and Goshen Police Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of police officers.
- (2) In accordance with Indiana Code § 36-8-3-21(b), Rucker understands that Rucker must meet the conditions for membership in the Indiana Public Retirement System's (INPRS) 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund) to be a firefighter with the Goshen Police Department. Rucker agrees to complete the INPRS Application for Membership in the 1977 Fund (State Form 4928). All terms, conditions, and understandings set forth in the Application for Membership in the 1977 Fund are incorporated into this agreement by reference. Rucker understands that the application requires Rucker to authorize the release of medical information, the completion of a comprehensive general medical history and the completion of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the cost for Rucker to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that Rucker has certain preexisting condition(s) that would constitute an excludable medical condition (Class 3 medical condition), any reports or additional testing that may be required concerning the preexisting condition(s) shall be at Rucker's expense. If additional reports and/or testing are required, Rucker may elect to terminate this agreement by providing City notice in writing.
- (4) Rucker understands that Rucker must successfully pass the baseline statewide physical examination and the baseline statewide mental examination. In the event that Rucker does not pass the physical and mental examinations, City withdraws this offer of employment, and Rucker shall accept City's withdrawal and this agreement shall be terminated.
- (5) Rucker understands that the INPRS Board of Trustees must approve Rucker's Application for Membership to the 1977 Fund. If the INPRS Board of Trustees approves the Application for Membership to the 1977 Fund, the Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Rucker

in a public meeting when a position opening becomes available in the Goshen Police Department. In the event that the INPRS Board of Trustees does not approve the Application for Membership in the 1977 Fund, and Rucker does not appeal the decision, City withdraws this offer of employment, and Rucker shall accept City's withdrawal and this agreement shall be terminated.

- (6) If Rucker decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (5), Rucker shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment with City and Goshen Police Department, Rucker is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Rucker agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Rucker's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Rucker agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Rucker agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Rucker will be paid for the time Rucker spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Rucker fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Rucker's first day of employment with Goshen Police Department, Rucker's employment with City and Goshen Police Department shall terminate.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

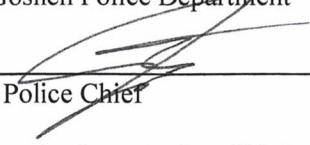
This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning the subject matter hereof.

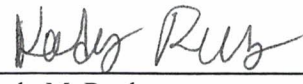
IN WITNESS WHEREOF, the parties have executed this agreement on the dates set forth below.

City of Goshen, Indiana
Goshen Police Department



Jose Miller, Police Chief
or
Shawn Turner, Assistant Police Chief

Date: 12/23/24



Kody M. Rucker

Date: 12/23/24



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: March 6, 202
Subject: Paul Stauffer & Jennifer Shell right-of-way request for fence

On Feb. 25, 2025, the Clerk-Treasurer's Office received the following request from Paul Stauffer & Jennifer Shell, 811 North Main Street:

We have a right-of-way request that we would like added to the agenda of the Board of Works meeting on March 6.

Brief background: There is a historic (approximately 100-year-old) wrought iron fence that encircles most of the block that includes our home (811 North Main Street) and the Abshire Mansion. In connection with the recent Wilden Avenue reconstruction project, the portion of this fence that extended east from our driveway along Wilden to the intersection with North Main Street fell within the construction easement, and needed to be temporarily removed during the construction. The City agreed to pay us to have a professional remove the fence and reinstall it following the completion of the construction project.

A portion of the City's right-of-way line along Wilden Avenue was moved as part of the construction project. Our intention is to have the reinstalled fence follow the new right-of-way line as much as possible. However, the new right-of-way runs right through a large spruce tree, which we would like to preserve. **We are therefore requesting that the Board of Works approve our request to have the reinstalled fence intrude upon the City's right of way only as much as is needed to go around the tree.**

I am attaching a copy of the Engineering & Zoning Clearance form we submitted to Planning & Zoning, along with two diagrams.

The **first diagram shows** the location of our house, and includes a scale to show distances. The location of the spruce tree is shown in green, and the approximate location of the section of fence to be reinstalled is shown in red. The new right-of-way line is in black, and is shown to cut through the tree. (For the purpose of this current request you can disregard the blue line, which relates to a separate project to rebuild a section of stone wall.)



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The **second diagram focuses** on just the section of right-of-way related to this request. As shown, we are asking the Board of Works for permission to place the fence inside a narrow triangular section of the city's right-of-way (indicated with hash marks), beginning at the point where the right-of-way now bends away from the sidewalk on Wilden, running approximately 26 feet (red line) to a point abreast of the tree, approximately 3 feet from the new right-of-way line (distance from right-of-way line shown in blue) and 32 inches from the edge of the sidewalk (distance from sidewalk shown in pink), and then bending to run approximately 12 feet to rejoin the right-of-way line at the next point where it turns.

As additional exhibits, I am attaching two photos. One shows the tree itself, along with pink stakes to the right and left of the tree, placed by Abonmarche to mark the new right-of-way line; the stake visible to the far right, and the closest stake visible to the left of the tree mark the end points of our right-of-way request. There is also a small blue flag in the middle (it's a little hard to see in the image, as it's just inside the shadow of the tree), which marks the point of the triangle described above (32 inches from the sidewalk, and 3 feet from the right-of-way line that runs through the tree). The other photo shows a section of the fence to the west of our driveway running the length of the block on Wilden Ave, which was not removed during the construction, provided for reference to show what is being reinstalled.

As an additional note, **we understand that we will need a zoning variance from Planning & Zoning**, because the sections of fence being reinstalled exceed the height that is now allowed under the zoning ordinance by several inches. Planning & Zoning has informed us that we will need this right-of-way approval from the Board of Works before the zoning variance can be considered.

We are hoping to be on their agenda for their March meeting, hence our desire to have the right-of-way question resolved at the March 6 Board of Works meeting.

Our contact information for anyone with questions is as follows:

Paul Stauffer, paulds@gmail.com, 617-413-6454

Jennifer Shell, purlyshell@gmail.com, 617-388-2250

Thanks,

Paul and Jen

**ENGINEERING & ZONING CLEARANCE - BUILDING PERMIT APPLICATION
CITY OF GOSHEN, INDIANA**

Landowner/Applicant: Paul Stauffer Phone: 6174136454 Date: 10/23/24
Mailing Address: 811 N Main St, Goshen IN Zip Code: 46528

PROPOSED USE/CONSTRUCTION: Re-installation of existing wrought iron fence removed during Wilden Ave reconstructi
Building Address: 811 N Main St, Goshen, IN Twp: Elkhart

PROPOSED CONSTRUCTION: Residential Zoning District: R1 Residential
Contractor: Hamilton Iron Works Address: 208 W Lincoln Ave, Goshen IN 46526

Phone: 574-533-3784 Email: phil@hamiltonironworks Approx. Cost: \$8000.00

Lot No. _____ Corner Interior Through Subdivision: _____
Lot Width: _____ Lot Depth: _____ SF/Acres: .75 Existing Use: Residential

Public Sewer Public Water Well Septic System Flood Zone Designation: _____
Dedicated Road Private Road Sidewalk Required Landscaping Required

Size: _____ X _____ Square Footage: _____ Coverage: _____% Height: _____ ft/story

Setbacks measured from the furthest projection to the property line:
Front _____ Rear _____ N Side _____ S Side _____

Conventional Manufactured Home Type I (HUD Certified) Modular Home (PL 360 Certified) Mobile Home
For Manufactured/Modular/Mobile Homes, Installer's State ID #: _____

Deck _____ sq. ft. Patio _____ sq. ft. Porch _____ sq. ft. Basement: _____ Finished _____ sq. ft.
1st story _____ sq. ft. 2nd story _____ sf Garage: Attached Detached _____ sq. ft. Total sq. ft.: _____

Subcontractors: Electrical _____ Mechanical _____ Plumbing _____
Temp electric: Yes No Central air: Yes No IPC IRC Total # plumbing fixtures _____

Principal Building Accessory Structure Addition Remodeling Rental unit: Yes No
Parking required _____ Parking provided: _____

Parking/Driving aisle setbacks: Front _____ ft Rear _____ ft N Side _____ ft S Side _____ ft

The information on this application together with attachments thereto are true and complete. I agree that all structures and uses, as indicated, will comply with the standards and restrictions for the Zoning District in which they are located, and that any deviation there from will render this certificate null and void.

Date: 10/23/24 Signed: Paul Stauffer  Owner/agent Owner

ENGINEERING CLEARANCE

The following have been approved by Goshen Engineering:
Water/Sewer Site Plan Stormwater Clearance Post-construction Plan
Driveway Permit: Commercial Residential Industrial Date Issued: _____
Engineering Project Number: _____
Conditions of Approval: _____

I have examined the above application for compliance with Engineering Department requirements. On the basis of the information submitted it is hereby determined that Engineering Department requirements have been met to allow a Zoning Clearance to be granted.

Date: _____ Signed: _____ By/For City Engineer

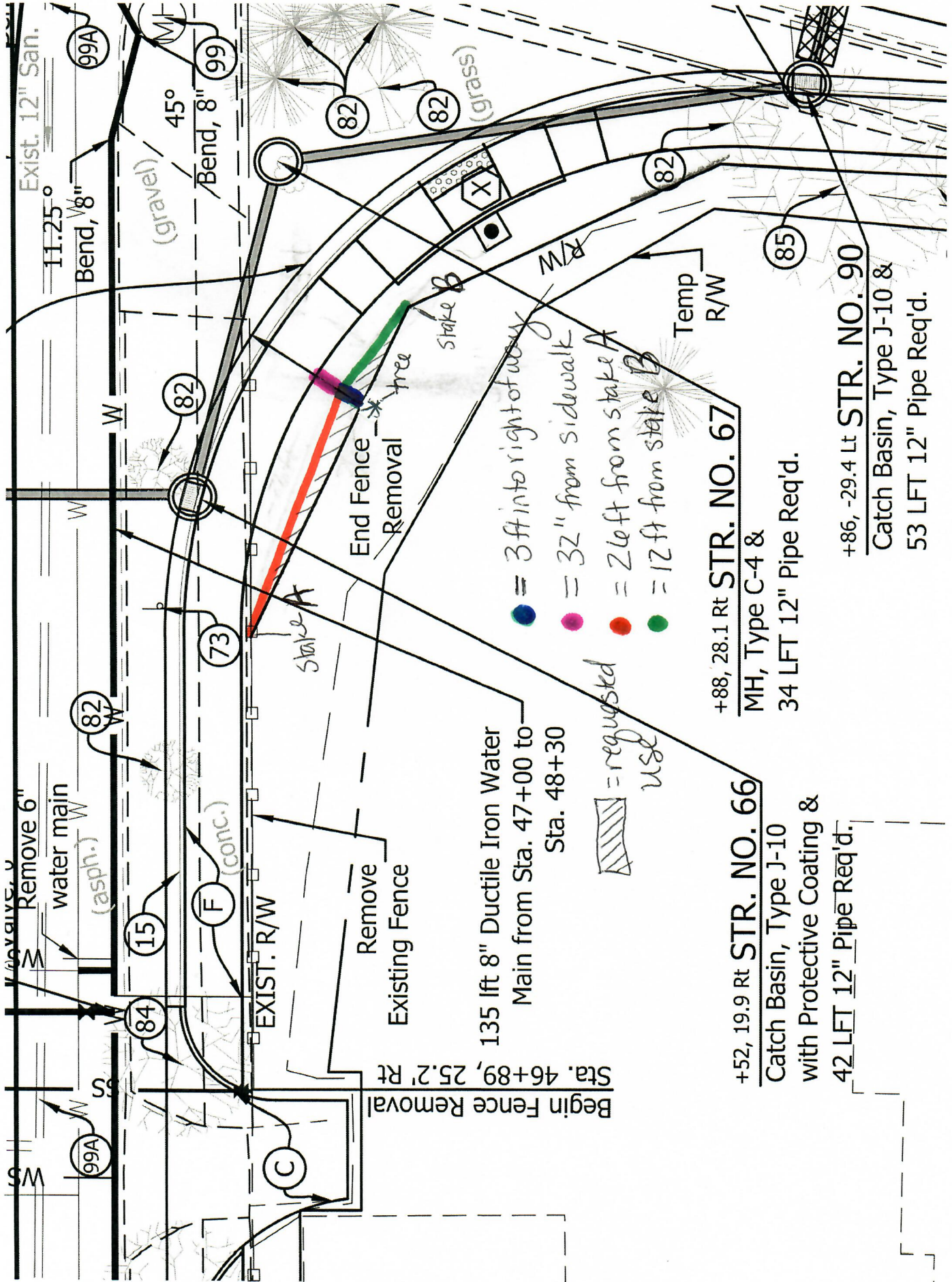
ZONING CLEARANCE

Sign: Temporary/Mobile Location: _____ Dates used: _____ Time Left: _____
Staff Comments: _____

PLANNING INSPECTION REQUIRED BEFORE CERTIFICATE OF OCCUPANCY IS ISSUED
Variance: Granted Denied Board Action Date: _____
Conditions: _____

Zoning Clearance Fee for Primary Buildings: Paid: _____
I have examined the above application, including site plan, for compliance with all requirements of the Zoning Ordinance. On the basis of the information submitted it is hereby determined that a Zoning Clearance shall be granted.

Date: _____ Signed: _____ By Zoning Administrator
This certificate applies to Zoning Clearance only and does not satisfy the requirements of any applicable building or engineering codes or permits required.



+88, 28.1 Rt STR. NO. 67

MH, Type C-4 &
34 LFT 12" Pipe Req'd.


+52, 19.9 Rt STR. NO. 66

Catch Basin, Type J-10
with Protective Coating &
42 LFT 12" Pipe Req'd.

+86, -29.4 Lt STR. NO. 90

Catch Basin, Type J-10 &
53 LFT 12" Pipe Req'd.

- = 3ft into right of way
- = 32" from sidewalk
- = 2ft from stake A
- = 12ft from stake B

 = requested use

135 ft 8" Ductile Iron Water
Main from Sta. 47+00 to
Sta. 48+30

End Fence
Removal

Remove
Existing Fence

Begin Fence Removal
Sta. 46+89, 25.2' Rt

EXIST. R/W

Temp
R/W

R/W

11.25°
Bend, 8" 99
45°
Bend, 8" 99
(gravel)

Exist. 12" San.

Remove 6"
water main
(asph.)

(F)
(C)
(84)
(15)
(73)

(82)

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To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: March 6, 202
Subject: Paul Stauffer & Jennifer Shell second right-of-way request

On March 4, 2025, the Clerk-Treasurer's Office received the following second request from Paul Stauffer & Jennifer Shell, 811 North Main Street:

We have a second right-of-way request that we would like added to the agenda of the Board of Works meeting on March 6.

Background:

There is a fieldstone wall that runs adjacent to the sidewalk on the west side of SR 15 for the entire length of the block from Oakridge Avenue north past the Abshire Mansion to Wilden Avenue. The wall was built in connection with the Abshire Mansion, is approximately 100 years old, and is a visually important historic feature of the Northside neighborhood at the entrance to the City.

In connection with the recent Wilden Avenue reconstruction project, the portion of this wall that extended north from our front walk along SR 15 to the intersection with West Wilden Avenue fell within the construction zone, and needed to be temporarily removed during the construction. The City agreed to pay us to have a professional stonemason dismantle the stone wall and rebuild it following the completion of the construction project.

A portion of the City's right-of-way line along SR 15 was moved as part of the construction project. Our intention is to have the rebuilt stone wall follow behind the new right-of-way line. However, there is a minor issue at the southern end of the new right-of-way line.

Request:

Specifically, in order to rebuild our stone wall, **we want to rebuild the removed pillar on the north side of our front walk to match the remaining one on the south side of our front walk. The footprint of the pillar is approximately 24 inches square. The new right-of-way line angles into the corner of our front walk and the sidewalk at a narrow angle, such that our placement of the pillar would intrude upon the City's right-of-way by approximately 1 square foot, in the form of a triangular section of the pillar's footprint about 6 inches by 24 inches.**



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Attachments:

Attached is a **copy of the document Abonmarche sent me that shows the right-of-way in question belongs to the City**. I am also attaching the **Engineering & Zoning Clearance form for the stone wall**, which we also submitted to Planning & Zoning at the same time as the other clearance form for the iron fence (first request).

The diagram we already submitted regarding the iron fence project also shows the placement of the rebuilt section of stone wall (in blue, on page 2 of the document), with a small square at the southern end of the wall, in the corner of the front walk and sidewalk, which indicates the location of the rebuilt pillar in question.

Finally, I **attached two photos; one showing the pair of pillars on either side of the front walk before the construction, and one showing the pillar that was removed, which we wish to rebuild.**

Thanks,
Paul & Jen

Contact information for anyone with questions is as follows:

Paul Stauffer, paulds@gmail.com, 617-413-6454

Jennifer Shell, purlyshell@gmail.com, 617-388-2250

ELKHART COUNTY RECORDER
JENNIFER L. DORIOT
FILED FOR RECORD ON
11/04/2021 12:32 PM
AS PRESENTED



WARRANTY DEED

Form WD-1
Revised 05/2019

Project: 1400715
Code: N/A
Parcel: 74
Page: 1 of 2

THIS INDENTURE WITNESSETH, That Paul Stauffer and Jennifer E. Shell, husband and wife, the Grantor(s) of Elkhart County, State of Indiana Convey(s) and Warrant(s) to the **City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana**, the Grantee, for and in consideration of the sum of Twenty One thousand three hundred thirty five and 00/100 Dollars (\$21,335.00) (of which said sum \$4,850.00 represents land and improvements acquired and \$16,485.00 represents damages) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Elkhart, State of Indiana, and being more particularly described in the legal description(s) attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

The grantor(s) assume(s) and agree(s) to pay the 2020 payable 2021 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the City in the event of any non-payment.

Interests in land acquired by
the City of Goshen, Indiana
Grantee mailing address:
202 South Fifth Street
Goshen, IN 46528

NO SALES DISCLOSURE REQUIRED

TAXES PAID

Adj 11/4/21

20-11-04-460-006.000-015

pt of.

DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

11-4 20 21
Patricia A. Decker 006873 AUDITOR

TRANSFER FEE 0
PARCEL NO. 74

IN WITNESS WHEREOF, the said Grantor(s) have executed this instrument this 28
day of OCTOBER, 2021.

[Signature] (Seal)
Signature
Paul Stauffer, husband
Printed Name

[Signature] (Seal)
Signature
Jennifer E. Shell, wife
Printed Name

Signature (Seal)
Printed Name

Signature (Seal)
Printed Name

STATE OF INDIANA:

SS:

COUNTY OF ELKHART:

Before me, a Notary Public in and for said State and County, personally appeared Paul Stauffer and Jennifer E. Shell, husband and wife, the Grantor(s) in the above conveyance, and acknowledged the execution of the same on the date aforesaid to be their voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 28 day of OCTOBER, 2021.

[Signature]
Signature
Printed Name _____



CLIFTON DICKERSON, Notary Public
Allen County, State of Indiana
My Commission Expires August 27, 2023
Commission No. 671065

My Commission expires _____

I am a resident of _____ County.

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City Attorney,
City of Goshen, 204 E. Jefferson St., Suite 2, Goshen, Indiana 46528

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. -Bodie J. Stegelmann

EXHIBIT "A"

PROJECT #: 1400715

SHEET 1 OF 1

PARCEL #: 74 - FEE


KEY #: 20-11-04-460-006.000-015

A PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, AND AS DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT, MARKED EXHIBIT "B", AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND WILDEN AVENUE IN THE CITY OF GOSHEN, DESIGNATED AS POINT "203" ON SAID PARCEL PLAT; THENCE SOUTH 14 DEGREES 35 MINUTES 49 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY LINE OF SAID NORTH MAIN STREET, A DISTANCE OF 91.82 FEET TO POINT "204" AS DESIGNATED ON SAID PLAT; THENCE NORTH 75 DEGREES 24 MINUTES 11 SECONDS WEST, A DISTANCE OF 2.04 FEET TO POINT "205" AS DESIGNATED ON SAID PLAT; THENCE NORTH 02 DEGREES 54 MINUTES 01 SECONDS EAST, A DISTANCE OF 38.50 FEET TO POINT "206" AS DESIGNATED ON SAID PLAT, THENCE NORTH 24 DEGREES 52 MINUTES 18 SECONDS WEST, A DISTANCE OF 36.32 FEET TO POINT "207" AS DESIGNATED ON SAID PLAT; THENCE NORTH 64 DEGREES 44 MINUTES 48 SECONDS WEST, A DISTANCE OF 38.83 FEET TO POINT "202" AS DESIGNATED ON SAID PLAT, BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WILDEN AVENUE; THENCE NORTH 89 DEGREES 42 MINUTES 38 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 73.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.043, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FOR THE CITY OF GOSHEN, INDIANA, BY DUANE M. MAST, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER LS20400047, ON OCTOBER 22, 2019.

PROVIDED DESCRIPTION IS BASED UPON DOCUMENTS OF RECORD AND A FIELD SURVEY OF THE PARCEL WAS NOT PERFORMED TO CREATE THIS LEGAL DESCRIPTION.

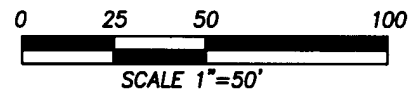

DUANE M. MAST, PS 12.27.2019
DATE



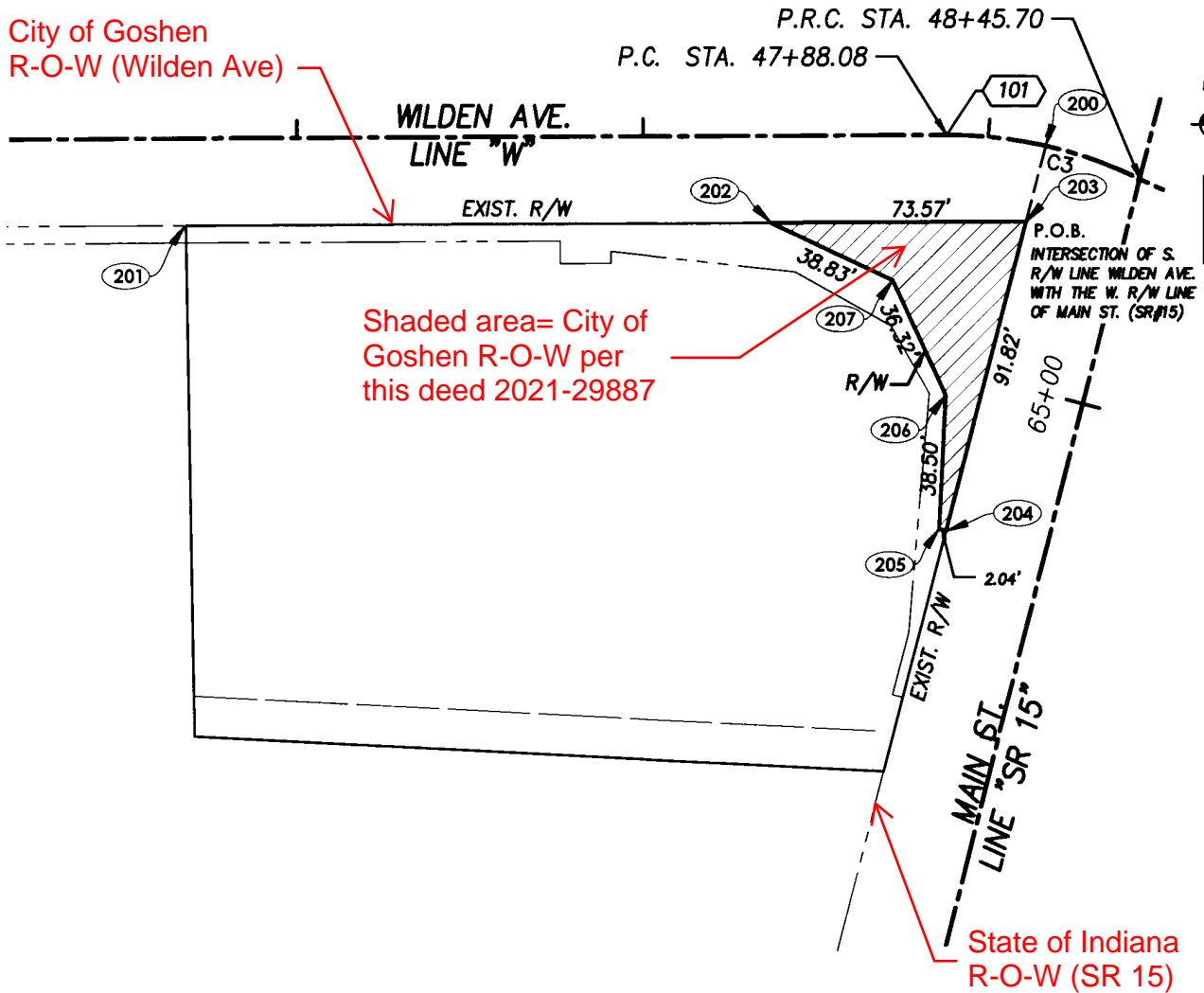
LAST DEED OF RECORD:
2017-15274

EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT
 Prepared for CITY OF GOSHEN, INDIANA
 by Abonmarche Consultants, Inc.

SHEET 1 OF 2



City of Goshen
 R-O-W (Wilden Ave)



Shaded area= City of
 Goshen R-O-W per
 this deed 2021-29887

State of Indiana
 R-O-W (SR 15)

ALIGNMENT CURVE DATA						
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CH. DIST.	TANGENT
C3	128.09'	57.62	28°10'59"	S77°11'53"E	57.12'	29.32'

PARCEL: 74 OWNER: PAUL STAUFFER & JENNIFER E. SHELL H&W
 CODE: N/A
 PROJECT: 1400715
 ROAD: WILDEN AVENUE
 COUNTY: ELKHART
 SECTION: 4
 TOWNSHIP: 36N
 RANGE: 6E

DRAWN BY: DEF 09/25/19
 CHECKED BY: DMM 09/26/19
 DES. NO.: 1400715

 HATCHED AREA IS THE APPROXIMATE TAKING

NOTE: CENTERLINE STATIONING IS IMPERIAL

INSTR. NO. 2017-15274, DATED JULY 21, 2017

NOTE: DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

EXHIBIT "B" (cont.)

SHEET 2 OF 2

POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
101	W	47+88.08	00.00'	2312587.77	282230.29
200	W	48+15.93	00.00'	2312584.85	282257.94
201	W	45+87.78	25.00' RT.	2312571.66	282010.12
202	W	47+37.22	25.00' RT.	2312572.52	282179.55
203	W	48+15.94	22.48' RT.	2312572.89	282253.12
204	W	47+87.19	113.74' RT.	2312484.03	282229.98
205	W	47+85.22	113.22' RT.	2312484.54	282228.00
206	W	47+87.36	74.77' RT.	2312523.00	282229.95
207	W	47+72.25	41.74' RT.	2312555.95	282214.67

NOTE: STATIONS & OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

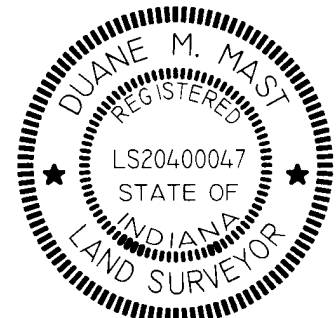
- SEE LOCATION CONTROL ROUTE SURVEY PLAT.

LAND SURVEYOR'S STATEMENT:


I, DUANE M. MAST, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE SURVEY" RECORDED IN INSTRUMENT NO. 2019-27401 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, (INCORPORATED AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12, ("RULE 12").

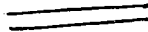
Duane M. Mast 12.27.2019

DUANE M. MAST, P.L.S. DATE
 PROFESSIONAL LAND SURVEYOR #LS20400047
 STATE OF INDIANA



PARCEL: 74	OWNER: PAUL STAUFFER & JENNIFER E. SHELL H&W	DRAWN BY: DEF	08/25/19
CODE: N/A		CHECKED BY: DMM	09/28/19
PROJECT: 1400715		DES. NO.: 1400715	
ROAD: WILDEN AVENUE			
COUNTY: ELKHART			
SECTION: 4			
TOWNSHIP: 36N			
RANGE: 6E			

 HATCHED AREA IS THE APPROXIMATE TAKING
 NOTE: CENTERLINE STATIONING IS IMPERIAL

INSTR. NO. 2017-15274, DATED JULY 21, 2017


NOTE: DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS

O:\Projects\201515-0061 Wilden Avenue Reconstruction\CAD_Survey\Drawing Files\Location Control Route Survey\RW Parcel Plats\Permanent RW\19-0654 Parcel 38 AND 74.dwg, PARCEL 74, 1/8/2020 8:45:06 AM, dmast, 1-1

**ENGINEERING & ZONING CLEARANCE – BUILDING PERMIT APPLICATION
CITY OF GOSHEN, INDIANA**

Landowner/Applicant: Paul Stauffer Phone: 6174136454 Date: 10/23/24
Mailing Address: 811 N Main St, Goshen IN Zip Code: 46528

PROPOSED USE/CONSTRUCTION: Re-installation of existing short stone wall removed during Wilden Ave reconstruction
Building Address: 811 N Main St, Goshen, IN Twp: Elkhart

PROPOSED CONSTRUCTION: Residential Zoning District: R1 Residential

Contractor: I Fix Bricks Address: 521 E Lincoln Ave, Ste L, Goshen, Indiana
Phone: 574-312-0585 Email: ifixbricks2@gmail.com Approx. Cost: \$5000.00

Lot No. _____ Corner Interior Through Subdivision: _____

Lot Width: _____ Lot Depth: _____ SF/Acres: .75 Existing Use: Residential

Public Sewer Public Water Well Septic System Flood Zone Designation: _____

Dedicated Road Private Road Sidewalk Required Landscaping Required

Size: X Square Footage: _____ Coverage: _____% Height: _____ft/story

Setbacks measured from the furthest projection to the property line:

Front _____ Rear _____ N Side _____ S Side _____

Conventional Manufactured Home Type I (HUD Certified) Modular Home (PL 360 Certified) Mobile Home

For Manufactured/Modular/Mobile Homes, Installer's State ID #: _____

Deck _____sq. ft. Patio _____sq. ft. Porch _____sq. ft. Basement: _____ Finished _____sq. ft.

1st story _____sq. ft. 2nd story _____sf Garage: Attached Detached _____sq. ft. Total sq. ft.: _____

Subcontractors: Electrical _____ Mechanical _____ Plumbing _____

Temp electric: Yes No Central air: Yes No IPC IRC Total # plumbing fixtures _____

Principal Building Accessory Structure Addition Remodeling Rental unit: Yes No

Parking required _____ Parking provided: _____

Parking/Driving aisle setbacks: Front _____ft Rear _____ft N Side _____ft S Side _____ft

The information on this application together with attachments thereto are true and complete. I agree that all structures and uses, as indicated, will comply with the standards and restrictions for the Zoning District in which they are located, and that any deviation there from will render this certificate null and void.

Date: 10/23/24 Signed: Paul Stauffer  Owner/agent Owner

ENGINEERING CLEARANCE

The following have been approved by Goshen Engineering:

Water/Sewer Site Plan Stormwater Clearance Post-construction Plan

Driveway Permit: Commercial Residential Industrial Date Issued: _____

Engineering Project Number: _____

Conditions of Approval: _____

I have examined the above application for compliance with Engineering Department requirements. On the basis of the information submitted it is hereby determined that Engineering Department requirements have been met to allow a Zoning Clearance to be granted.

Date: _____ Signed: _____ By/For City Engineer

ZONING CLEARANCE

Sign: Temporary/Mobile Location: _____ Dates used: _____ Time Left: _____

Staff Comments: _____

PLANNING INSPECTION REQUIRED BEFORE CERTIFICATE OF OCCUPANCY IS ISSUED

Variance: Granted Denied Board Action Date: _____

Conditions: _____

Zoning Clearance Fee for Primary Buildings: Paid: _____

I have examined the above application, including site plan, for compliance with all requirements of the Zoning Ordinance. On the basis of the information submitted it is hereby determined that a Zoning Clearance shall be granted.

Date: _____ Signed: _____ By _____ Zoning Administrator

This certificate applies to Zoning Clearance only and does not satisfy the requirements of any applicable building or engineering codes or permits required.







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

March 6, 2025

To: Board of Public Works and Safety and Stormwater Board

From: Don Shuler, Assistant City Attorney

Subject: Agreement with Goshen College, Inc. for Connection to Storm Sewer

Attached for the Board's approval and execution is an Agreement Allowing Connection to Storm Sewer. The Agreement permits Goshen College, as part of the renovations to its Westlawn building, permission to connect to the City's stormwater system. Goshen College will be constructing and maintaining an underground storage facility as well as a private storm sewer line on-site, connecting to the City's storm sewer system for overflow. Goshen College is responsible for maintaining the private storm sewer line and the connection to the City's system.

Suggested Motion:

Move to approve the Agreement with Goshen College, Inc. Allowing Connection to Storm Sewer and authorize the Mayor to execute.

AGREEMENT

Allowing Connection to Storm Sewer

THIS AGREEMENT is entered into on the _____ day of _____, 2025, by the City of Goshen, Indiana by and through the Goshen Board of Public Works and Safety and Stormwater Board, hereinafter referred to as “City,” and Goshen College, Inc., hereinafter referred to as “Goshen College.”

RECITALS

WHEREAS, Goshen College is the owner of certain real property generally located at 1700 S. Main Street, Goshen, Indiana, more particularly described in Exhibit A, attached hereto and made a part hereof (Parcel Numbers 20-11-22-101-005.000-015; 20-11-22-101-008.000-015; 20-11-22-101-010.000-015; 20-11-22-151-018.000-015; and 20-11-22-101-006.000-015), hereinafter referred to as the “subject real estate.”

WHEREAS, City standards and regulations generally require stormwater to be contained onsite.

WHEREAS, Goshen College is remodeling the existing Westlawn building with a new cafeteria and nursing classrooms on the second and third floors.

WHEREAS, the renovations to the Westlawn building requires stormwater improvements on the subject real estate.

WHEREAS, Goshen College plans to provide for underground stormwater storage and requests from the City permission to connect to the City’s stormwater system, as an overflow.

WHEREAS, prior to allowing connection to the City’s stormwater system, the City requires a property owner to enter into an agreement allowing for the connection to the City’s stormwater system.

NOW, THEREFORE, it is agreed by City and Goshen College as follows:

1. **SUBJECT REAL ESTATE.** Goshen College warrants that it is the owner of the subject real estate.
2. **TERM OF AGREEMENT.** The term of this agreement shall be effective upon the date of execution by both parties and shall continue in perpetuity unless terminated pursuant to the terms of this agreement.

3. CONNECTION TO CITY'S STORM SEWER SYSTEM.

a. City will allow for alternative surface water drainage by permitting Goshen College to connect to and discharge stormwater from the subject real estate to City's existing storm sewer system, as long as City can accommodate such connection and discharge without undue operational costs or negatively impacting the existing storm sewer system.

b. Goshen College shall construct and properly maintain an underground stormwater storage facility on the subject real estate. Goshen College shall also install a private storm sewer line which shall connect to an existing inlet to the City of Goshen's storm sewer system that is located in the College Avenue right-of-way in the manner depicted in Exhibit B. The discharge of stormwater from the underground stormwater storage facility shall not be increased.

c. The plans and specifications developed by or on behalf of the Goshen College to connect and discharge to City's storm sewer system must be approved in writing by City's Engineering Department prior to connecting and discharging to the storm sewer system.

d. Goshen College shall obtain a right-of-way cut permit from the Goshen Engineering Department prior to commencing any work within the public right-of-way.

e. Goshen College shall maintain the private storm sewer line and connection to City's storm sewer system at Goshen College's expense.

f. Goshen College or Goshen College's occupant shall not discharge any liquid or substance other than clear and clean stormwater into the City's storm sewer system. In the event of any discharge of any liquid or substance other than clear and clean stormwater into the City's storm sewer system, then Goshen College shall be responsible for any damages caused to the City's storm sewer system and any clean-up required.

g. Goshen College shall not modify the Goshen College's drainage system in any material way other than as provided for by this agreement.

4. TERMINATION OF CONNECTION.

a. City may terminate this agreement if any of the following events occur:

i. State or federal statutes, rules or regulations are changed or interpreted to require City to treat stormwater that enters the storm sewer system.

ii. Goshen College or Goshen College's occupant discharges any liquid or substance other than clear and clean stormwater into the City's storm sewer system.

iii. City's existing storm sewer system is for any reason unable to handle the stormwater generated from the subject real estate without undue operational costs or negative impact to the existing storm sewer system.

iv. City changes or replaces its existing storm sewer system in a way that makes it impractical for City to continue to accept the stormwater generated from the subject real estate.

v. Goshen College modifies the Goshen College's drainage system in any material way.

b. If any of the events listed in paragraph (a) occur and City's Department of Stormwater Management notifies Goshen College of the need to disconnect from the storm sewer system, Goshen College shall disconnect from the system within six (6) months of City's notice at Goshen College's expense unless a shorter period of time is required by the Indiana Department of Environmental Management or other governmental entity.

c. If Goshen College disconnects from City's storm sewer system for any reason, Goshen College shall retain its stormwater on the subject real estate or discharge its stormwater in a manner approved by the City of Goshen's Department of Stormwater Management and in compliance with statutes, ordinances, rules and regulations in effect at the time Goshen College disconnects from City's storm sewer system at Goshen College's expense.

d. City retains the right to immediately suspend Goshen College's right to connect to City's storm sewer system if in the opinion of City, the suspension is necessary in order to stop an actual or threatened discharge that presents or may reasonably present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or causes City to violate any condition of City's National Pollutant Discharge Elimination System (NPDES) Permit.

5. NOTICES. Whenever any notice, statement or other communication is required under this agreement, it 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 the parties may designate in writing from time to time.

Notices to City shall be sent to: City of Goshen, Indiana
Attention: Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

Notices to Goshen College shall be sent to: Goshen College, Inc.
Attention: Ben Bontrager
1700 S. Main Street
Goshen, Indiana 46526

6. MISCELLANEOUS.

a. Goshen College agrees that upon the sale of any portion of the subject real estate described in this agreement, Goshen College will advise the purchaser of this agreement in writing prior to the sale.

b. This agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The venue for any action brought by either party relating to or arising out of this agreement shall be in Elkhart County, State of Indiana.

c. If it becomes necessary for any party to this agreement to institute litigation in order to enforce or construe the terms and provisions of this agreement, the prevailing

party shall be entitled to recover its reasonable attorney's fees and costs incurred in such litigation from the non-prevailing party.

d. No remedy conferred upon any party in this agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy shall be cumulative and shall be in addition to any other remedy given under the terms of this agreement or existing at law or equity. Every power or remedy provided in this agreement may be exercised concurrently or independently and as often as deemed appropriate.

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

f. This agreement contains the entire agreement between the parties respecting the matters set forth.

7. **AUTHORITY TO EXECUTE.** The undersigned affirm that all steps have been taken to permit them to execute this agreement, and upon their execution bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on the dates set forth below.

Goshen Board of Public Works and Safety
and Stormwater Board

Goshen College, Inc.

Gina M. Leichty, Mayor

Ben Bontrager, V.P. Finance & Operations

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2025, personally appeared Gina M. Leichty, Mayor, Member of the Goshen Board of Public Works and Safety and Stormwater Board, on behalf of the Goshen Board of Public Works and Safety and Stormwater Board, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2025, personally appeared Ben Bontrager, V.P. for Finance and Operations, on behalf of Goshen College, Inc., and acknowledged the execution of the foregoing instrument.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

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, (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

Subject Real Estate

Tract 1:

A part of the Northwest Quarter (1/4) of Section Twenty-two (22) Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows: Beginning at a point on the east line of South Main Street in the City of Goshen, Indiana, that is, Two Hundred Twenty (220) feet south from the intersection of the east line of South Main Street with the south line of College Avenue in said city; thence east parallel with said south line of College Avenue One Hundred Fifty-five (155) feet; thence south parallel with said east line of Main Street One Hundred Seventy-five (175) feet; thence west parallel with said south line of College Avenue One Hundred Fifty-five (155) feet to the east line of said South Main Street; thence north along said east line One Hundred Seventy-five (175) feet to the place of beginning.

Tract 2:

Beginning at a point two thousand and thirty-two and no tenths (2,032.0) feet West and thirty-five (35) feet South of the Northeast corner of the Northwest Quarter of Section Twenty-two (22) Township Thirty-six (36) North and Range Six (6) East, which point is the Northeast corner of the Goshen College Campus, thence South three hundred and fifty (350) feet, thence West one hundred and eighty-nine (189) feet, thence North three hundred fifty (350) feet, thence East one hundred and eighty-nine (189) feet to the place of beginning, containing 1 ½ acres more or less.

Tract 3:

The following described real estate located in Elkhart County, consisting of the following parcels, to-wit:

- (a) Commencing at the southwest corner of the south half (1/2) of the north half (1/2) of the Northwest Quarter (1/4) of Section Twenty-two (22), in Township Thirty-six (36) North of Range Six (6) East; thence running east to the west line of the Winona Interurban Railway Company right-of-way; thence northerly and westerly, following the westerly and northerly line of said railway company right-of-way, to the west line of said Section Twenty-two (22); thence south on said section line to the place of beginning, containing eight (plus) acres, more or less.
- (b) A parcel of land adjoining the property of Mennonite Board of Education herein known as the College Campus, situate in the Northwest Quarter of the Northwest Quarter of Section 22, Township 36 North, Range 6 East, and described as follows, to-wit: Beginning at the point of intersection of the west line of the right-of-way of the Cleveland, Cincinnati, Chicago & St. Louis Railroad Company with the south line of Mennonite Board of Education's tract of real estate as aforesaid, and running south along said right-of-way line 20 feet; thence west 620 feet more or less on the south line of the north half of said Northwest Quarter of the Northwest Quarter to the east line of the Goshen and New Paris highway; thence north along said east line of said highway 170 feet; thence in a southeasterly direction along an arc or radius 170 feet to a point 20 feet north of the south line of this tract, and 170 feet east of the east line of said highway; thence east 450 feet more or less to the place of beginning, containing .427 of an acre more or less, excepting therefrom a triangular tract bounded on the south by the tract of land above described; and on the west by the Goshen and New Paris highway,

and on the northeast by a circular line of the same arc as the tract above described, but at a distance 40 feet southeast from the arc of the tract above described.

ALSO, the following described tract: Beginning at the point of intersection of the west line of the right-of-way of the Cleveland, Cincinnati, Chicago & St. Louis Railroad Company with the south line of the Northwest Quarter of the Northwest Quarter of Section 22, Township 36 North, Range 6 East; and running thence north along the west line of said right-of-way 660 feet more or less to the south line of the tract first above described; thence west along the tract first above described to the east line of the Goshen and New Paris highway; thence south along said east line 20 feet; thence east 580 feet; thence south 640 feet more or less to the south line of the Northwest Quarter of the Northwest Quarter of said Section; thence east along said line 40 feet to the place of beginning, containing .933 of an acre, more or less.

Also a parcel of land situate on the south and west of the last tract above described and adjacent thereto described as follows: Beginning at the intersection of the west line of the right-of-way of the Cleveland, Cincinnati, Chicago and St. Louis Railroad Company and the half quarter section line of the northwest quarter of the northwest quarter of said Section 22, Township 36 North, Range 6 East; thence west on said line 40 feet; thence south 20 feet as a point of beginning, and running from said point of beginning west 300 feet and running from point of beginning south 300 feet, and bounded by an arc of a circle 300 feet from a point 300 feet west of the place of beginning and 300 feet south, which point is 300 feet south of the place of beginning and 300 feet west, which tract contains .443 of an acre.

- (c) Commencing at the Northwest corner of Section Twenty-two (22), Township Thirty-six (36) North of Range Six (6) East; thence East to the Big Four right-of-way; thence South on the West side of said right-of-way Forty (40) rods; thence West to the section line; thence North on said line to the place of beginning, containing 9.79 acres. Said lands being in the Northwest corner of said section.

And excepting therefrom a strip of land fifty (50) feet wide along the East side of the above-described real estate, which land was conveyed to the Fort Wayne & Goshen Ry. Co., and upon the conditions as is set forth in the said deed of conveyance. Deed is recorded in Deed Record No. 110, pages 272 and 273 in Elkhart County, Indiana.

- (d) Commencing at a stone marking the Northwest corner of the south one-half of the Northwest one-quarter of Section 22, Township 36 North, Range 6 East, Elkhart County, Indiana; thence south 89 degrees and 11 minutes East, along the North line of said South one-half of said Northwest one-quarter, 19.3 feet to a spike set in the pavement of State Highway No. 15; thence continuing South 89 degrees and 11 minutes East along the north line of said South one-half of said Northwest one-quarter, 598.2 feet to an iron stake on the West right-of-way line of the Old Winona Service Company Railroad, the place of beginning of this description; thence continuing south 89 degrees and 11 minutes East along the North line of said South one-half of said Northwest one-quarter, 40.0 feet to the East right-of-way line of the Old Winona Service Company Railroad; thence South zero degrees and 31 minutes East, along said right-of-way line 570.91 feet to an iron stake; thence North 89 degrees and 31 minutes West, 40 feet to said West right-of-way line; thence North zero degrees and 31 minutes West along said West right-of-way line, 570.91 feet to the place of beginning of this description.

- (e) Commencing at a stone marking the Northwest corner of the South one-half of the Northwest one-quarter of Section 22, Township 36 North, Range 6 East, Elkhart County, Indiana; thence south 89 degrees and 11 minutes East, along the North line of said South one-half, 19.3 feet to a spike set in the pavement of State Highway No. 15, said spike being the place of beginning of this description; thence continuing South 89 degrees and 11 minutes East, along the North line of said South one-half of the Northwest one-quarter, 598.2 feet to an iron stake on the West right-of-way line of the Old Winona Service Co. Railroad; thence South zero degrees and 31 minutes East, along said right-of-way line, 570.91 feet to an iron stake; thence North 89 degrees and 31 minutes West, 584.65 feet to a spike set in the pavement of State Highway No. 15; thence North 1 degree and 51 minutes West, along the center line of said Highway, 574.6 feet to the place of beginning. Said above-described tract containing 7.718 acres.

Less and Excepting:

A part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 22; thence South 89° 11' East along the North line of the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) OF SAID Section 22 a distance of 19.3 feet to the PLACE OF BEGINNING of this description; thence North 0°45'30" West along the centerline of State Road 15 a distance of 274.43 feet to a point; thence North 89°-24'-30" East a distance of 639.95 feet to an iron stake on the West right-of-way line of the Conrail Railroad, said stake being 33 feet West of the Centerline of the track; thence South 0° -32'-30" East along the West right-of-way line of said railroad a distance of 421.67 feet to a point; thence South 89°-38' West a distance of 207.86 feet to a gear; thence North 45 °-00'-30" west a distance of 169.11 feet to a gear: thence South 89°-24'-30" West a distance of 311.84 feet to a point on the centerline of said State Road 15; thence North 1°-57'-30" West along the centerline of said State Road 15 a distance of 25.57 feet to the place of beginning of this description. Containing 5.15 acres of land.

ALSO: Beginning at an iron pin in the black top pavement of State Highway Number 15, said pin being located nineteen and three tenths (19.3) feet east of a stone marking the Northwest (NW) corner of the south half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East; thence north zero (0) degrees thirty-nine (39) minutes west, two hundred seventy-four and forty-three hundredths (274.43) feet; thence north eighty-nine (89) degrees thirty-one (31) minutes east, five hundred fifty-four and ninety-five hundredths (554.95) feet; thence south zero (0) degrees twenty-six (26) minutes east, three hundred (300) feet, thence south eighty-nine (89) degrees thirty-one (31) minutes west, five hundred fifty-three and two-tenths (553.2) feet; thence north one (1) degree fifty-one (51) minutes west, twenty-five and fifty-seven hundredths (25.57) feet to the place of beginning of this description. Said tract containing 3.82 acres of land.

- (f) Less and excepting the following described tracts, to-wit:
- a. A part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, Elkhart County, Indiana, more particularly described as follows: Beginning at an iron pin in the blacktop pavement of State Highway Number 15, said pin being located nineteen and

three tenths (19. 3) feet east of a stone marking the northwest (NW) corner of the south half (S 1/2) of the Northwest Quarter (NW ¼) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East; thence north zero (0) degrees thirty-nine (39) minutes west, two hundred seventy-four and forty-three hundredths (274.43) feet; thence north eighty-nine (89) degrees thirty-one (31) minutes east, five hundred fifty-four and ninety-five hundredths (554.95) feet; thence south zero (0) degrees twenty-six (26) minutes east, three hundred (300) feet; thence south eighty-nine (89) degrees thirty-one (31) minutes west, five hundred fifty-three and two-tenths (553.2) feet; thence north one (1) degree fifty-one (51) minutes west, twenty-five and fifty-seven hundredths (25 .57) feet to the place of beginning of this description. Said Tract contains 3.82 acres of land. Excepting that part used as legal public highways.

- b. Part of the Northwest Quarter (NW ¼) of Section 22, Township 36 North, Range 6 East, situate in Elkhart Township, Elkhart County, State of Indiana, described as follows:

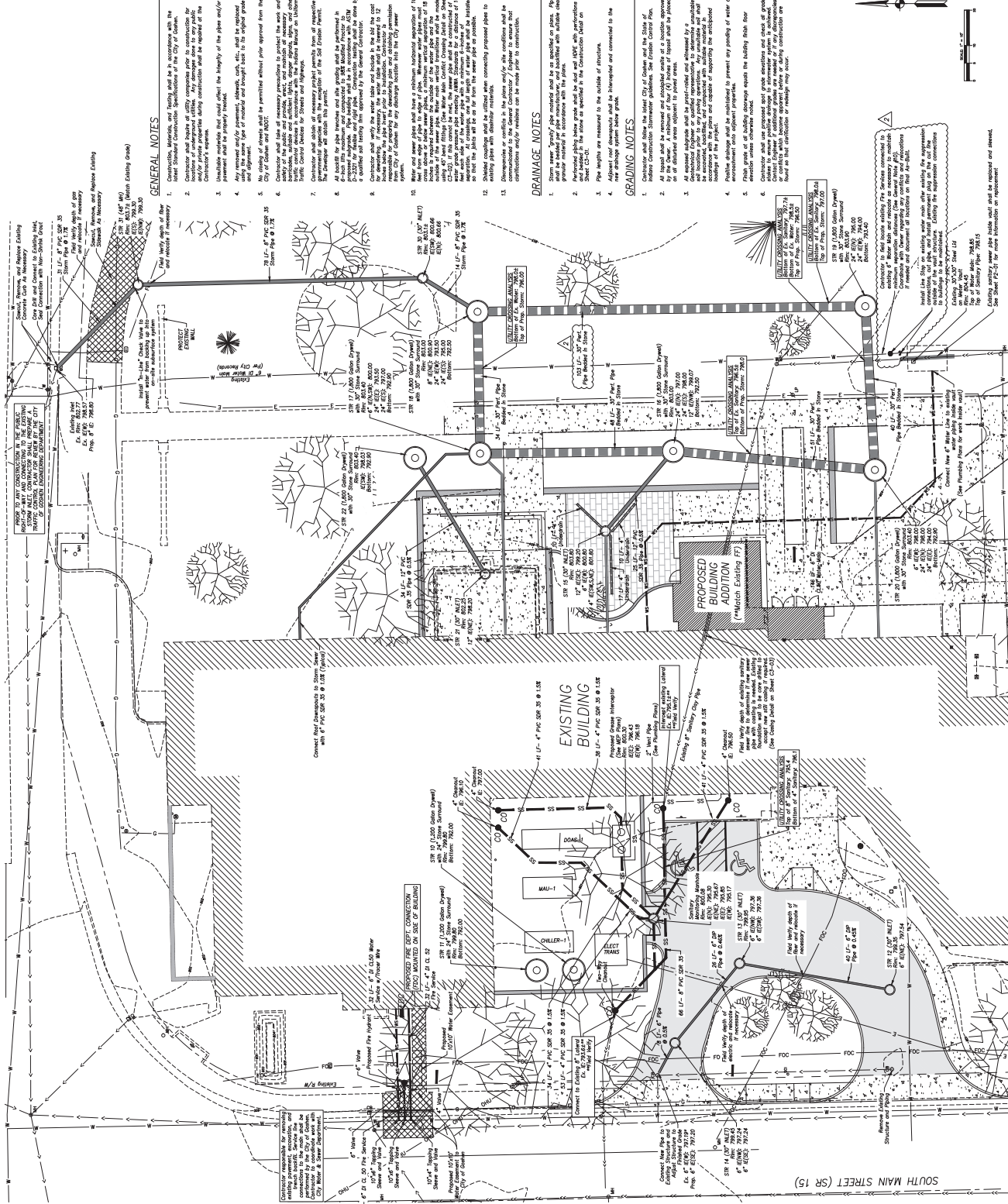
Commencing at the Northwest corner of the South Half (S½) of the Northwest Quarter (NW ¼) of said Section 22; thence South 89 ° -11 ' East along the North line of the South Half (S½) of the Northwest Quarter (NW¼) of said Section 22 a distance of 19.3 feet to the PLACE OF BEGINNING of this description; thence North 0°-45'-30" West along the centerline of State Road 15 a distance of 274.43 feet to a point; thence North 89°-24'-30" East a distance of 639.95 feet to an iron stake on the West right-of-way line of the Conrail Railroad, said stake being 33 feet West of the Centerline of the track; thence South 0°-32'-30" East along the West right-of-way line of said railroad a distance of 421. 67 feet to a point; thence South 89°-38' West a distance of 207.86 feet to a gear; thence North 45°-00'-30" west a distance of 169.11 feet to a gear; thence South 89°-24'-30" West a distance of 311.84 feet to a point on the centerline of said State Road 15; thence North 1°-57'-30" West along the centerline of said State Road 15 a distance of 25.57 feet to the place of beginning of this description. Containing 5.15 acres of land.

Tract 4:

A part of the Northwest Quarter (1/4) of Section Twenty-two (22), Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows: Beginning at the intersection of the East line of South Main Street with the South line of College Avenue in the City of Goshen, Elkhart County, Indiana; thence south along said east line of South Main Street two hundred twenty (220) feet; thence east parallel with said south line of College Avenue, one hundred fifty-five (155) feet; thence north parallel with the said east line of South Main Street, two hundred twenty (220) feet to the south line of said College Avenue; thence west along the said south line of College Avenue to the place of beginning.

EXHIBIT B

Connection to City's Storm Sewer System



GENERAL NOTES

1. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.
2. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.
3. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.
4. Any proposed utility (water, sewer, gas, etc.) shall be installed in accordance with the City of Guelph specifications.
5. No existing utility shall be permitted without prior approval from the City of Guelph.
6. Contractor shall take all necessary precautions to protect the safety of the public and provide access, and maintain all necessary other utility lines in accordance with the latest (Survey) information.
7. Contractor shall submit all necessary product permits from all respective utility companies.
8. All trenching for pipe installation and all grading shall be performed in accordance with the City of Guelph specifications.
9. Contractor shall verify the water table and location by the old the ground level before the pipe is installed. Contractor shall verify the water table and location by the old the ground level before the pipe is installed. Contractor shall verify the water table and location by the old the ground level before the pipe is installed.
10. Water and sewer pipe shall have a minimum horizontal separation of 10 feet from any other utility line.
11. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.
12. Shaded couplings shall be utilized when connecting proposed pipe to existing pipe with diameter mismatch.
13. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.

DRAINAGE NOTES

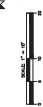
1. Storm water "runoff" pipe outlets shall be installed on street.
2. Proposed pipe shall be installed and installed with a minimum slope of 0.5%.
3. Proposed pipe shall be installed and installed with a minimum slope of 0.5%.
4. Pipe lengths are measured to the outside of structure.
5. Adjacent roof downspouts shall be disconnected and connected to the new drainage system below grade.

GRADING NOTES

1. Contractor shall follow the latest City of Guelph and the State of Ontario specifications for grading.
2. All trenching shall be installed and installed with a minimum slope of 0.5%.
3. All existing structures shall be protected and maintained by a professional Engineer or qualified representative to determine and maintain the structural integrity of the structure.
4. Environmentally sensitive areas shall be protected and maintained by a professional Engineer or qualified representative to determine and maintain the structural integrity of the structure.
5. Final grade of all utility structures shall be verified by the Contractor.
6. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.
2. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.
3. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.
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7. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.
8. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.
9. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.
10. Contractor shall verify the location of all existing utilities with the latest (Survey) information. Specifications of the City of Guelph.



Scale: 1" = 10'

Verify depth of pipe from existing ground

Verify depth of pipe from existing ground

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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

March 6, 2025

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Resolution 2025-05, Special Purchase of Road Salt

For several years, the City of Goshen has participated in the State of Indiana's Road Salt Program. The State is currently developing the 2025-2026 road salt bid, and political subdivisions that wish to participate in the program must provide the State the tonnage of road salt that it will commit to purchase under the State's quantity purchase agreement. Resolution 2025-05 authorizes the City to make a special purchase by participating in the State's program, and authorizes the City to request 1,400 tons of road salt thereby committing to purchase a minimum of 1,120 tons and up to 1,680 tons. After the State goes through the bidding process, we will know the who the contract is awarded to and the contract pricing.

Suggested Motion:

Move to adopt Resolution 2025-05, Special Purchase of Road Salt.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2025-05**

Special Purchase of Road Salt

WHEREAS the City may make a special purchase under Indiana Code § 5-22-10 if it determines the basis for the special purchase and the selection of a particular contractor.

WHEREAS Indiana Code § 5-22-10-15(b) allows a political subdivision to make a special purchase of equipment, goods or materials if the purchase is made from a person that has a contract with a state agency and the person's contract with the state requires the person to make the equipment, goods or materials available to political subdivisions.

WHEREAS political subdivisions may elect to participate in the State of Indiana Road Salt Program which permits the political subdivisions to purchase road salt under the State's quantity purchase agreement.

WHEREAS the State of Indiana is currently developing the 2025-2026 road salt bid. A political subdivision that elects to participate in the Road Salt Program must provide the Indiana Department of Administration the tonnage of road salt that the political subdivision will commit to purchase under the State's quantity purchase agreement. A participating political subdivision will be required to purchase a minimum of 80% of the tonnage requested and may purchase up to a maximum of 120% of the tonnage requested.

WHEREAS on behalf of the City of Goshen, the Goshen Street Department requests authorization to participate in the State of Indiana's 2025-2026 Road Salt Program.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

- (1) On behalf of the City of Goshen, the Goshen Street Department is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-15(b) by participating in the State of Indiana's 2025-2026 Road Salt Program.
- (2) The City of Goshen is authorized to request 1,400 tons of road salt thereby committing to purchase a minimum of 1,120 tons and up to 1,680 tons of road salt under the State's quantity purchase agreement.
- (3) The actual purchase will be through the contractor who is awarded the bid by the State of Indiana and based on the State's awarded contract price per ton under the quantity purchase agreement.
- (4) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-

Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on March 6, 2025.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
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www.goshenindiana.org

March 6, 2025

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Baker Tilly Advisory Group, LP for a Solid Waste Service Analysis

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with Baker Tilly Advisory Group, LP to conduct a solid waste service analysis and recommendation for the City. City will compensate Baker Tilly Advisory Group, LP for time and expenses not to exceed \$30,000.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the agreement with Baker Tilly Advisory Group, LP to conduct a solid waste service analysis and recommendation at a cost not to exceed \$30,000.

AGREEMENT WITH BAKER TILLY ADVISORY GROUP, LP FOR A TRASH SERVICE RESEARCH AND RECOMMENDATION

THIS AGREEMENT is entered into on _____, 2025, which is the date of the last signature set forth on the signature page, by and between **Baker Tilly Advisory Group, LP** (“Contractor”), whose mailing address is 8365 Keystone Crossing, Ste 300, Indianapolis, IN 46240, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety

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

Section 1. Scope of Services

Contractor shall provide a trash service research and recommendations for the City of Goshen more particularly described in Contractor’s Scope Appendix dated February 24, 2025, attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the Scope Appendix attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 2. Effective Date; Term

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

Section 3. Compensation

City will compensate Contractor for the time and expenses based on the standard hourly rates set forth below and the actual hours worked, but in no event will the total compensation exceed Thirty Thousand Dollars (\$30,000). Contractor’s standard hourly rates are as follows:

Principals/Directors.....	\$420 - \$660
Managers/Senior Managers	\$290 - \$440
Consultants/Analysts/ Senior Consultants	\$185 - \$300
Support/Paraprofessionals/Interns	\$115 - \$195

Section 4. Payment

- (A) City shall pay Contractor for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Contractor shall submit to City a detailed invoice upon completion of the Duties to the following address, or at such other address as City may designate in writing:

City of Goshen
c/o Clerk-Treasurer’s Office
202 S. 5th Street
Goshen, IN 46528

- (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 5. Ownership of Documents

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

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

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

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

Section 10. 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 11. 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 12. 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 13. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform

has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 14. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

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

Section 16. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses,

or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City:

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

Contractor:

Baker Tilly Advisory Group, LP
Attention: Eric J. Walsh, Principal
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240

Section 17. 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 18. 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 19. Waiver of Rights

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

Section 20. Applicable Laws

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 21. Miscellaneous

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

Section 22. 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 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Execute

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

Baker Tilly Advisory Group, LP

Gina M. Leichty, Mayor

Eris J. Walsh, Principal

Date Signed: _____

Date Signed: _____

RE: Trash Fee Analysis

DATE: February 24, 2025

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Goshen, Indiana (the Client) and Baker Tilly Advisory Group, LP (Baker Tilly).

SCOPE OF WORK

Baker Tilly agrees to furnish and perform the following services for the Client.

A. Trash Fee Analysis

1. Determine historical costs for trash collection and disposal services.
2. Working with representatives of the client, establish a multi-year budget.
3. Develop various options, including phase-in, for proposed user rates that will generate sufficient revenues to fund the proposed budget.
4. Meet with representatives of the client to present the financial analysis and rate recommendations.
5. Prepare a final report containing the financial analysis and final rates to be adopted.
6. Provide information to the City's attorney for the preparation of required ordinances, resolutions, and legal notices.
7. Assist the Client with implementation of the trash fee and guidance on collection and application procedures.
8. Assist the Client with fund accounting of receipts and payments for trash service and impact on other fund budgets.
9. Attend meetings and hearings before the City Council, as needed.

COMPENSATION AND INVOICING

Fees for services set forth in the Scope Appendix will be billed at standard billing rates based upon the actual time and expenses incurred and will not exceed Thirty Thousand Dollars (\$30,000) without further authorization from the Client.

Standard Hourly Rates by Job Classification
9/1/2024

Title	Hourly Rate
Principals / Directors	\$420 - \$660
Managers / Senior Managers	\$290 - \$440
Consultants / Analysts / Senior Consultants	\$185 - \$300
Support / Paraprofessionals / Interns	\$115 - \$195

**Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred except for direct, project-related expenses such as travel costs.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.



Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

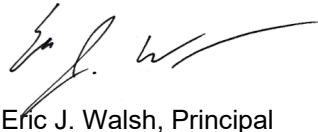
Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Eric J. Walsh, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



**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 Department

RE: **CHANGE ORDER NO. 5 FOR COUNTY COURTS CONSOLIDATION
ROADWAY IMPROVEMENTS
(JN: 2021-0014)**

DATE: March 6, 2025

Attached, find Change Order No. 5 for the County Courts Consolidation Roadway Improvements project.

Niblock was delayed in activating the traffic signal at US 33 and Reliance Road during good weather due to NIPSCO's failure to energize the electric service on time. After January 1, 2025, due to the need to have the intersection open, Niblock was directed to schedule the work and activate the signal. This work required temporary pavement striping to be placed with less than desirable temperatures and weather conditions. Hawk Enterprises had mobilized to the job several times only to lose half a day each time waiting for work that was cancelled due to the striping equipment freezing up or High Star cancelling due to temperatures.

Hawk Enterprises has submitted a force account claim to Niblock for the sum of \$1,480.80 to cover the loss of time on the job. Niblock is not requesting any markup but is only requesting to make their subcontractor whole.

The original contract amount was \$4,165,762.30. The force account claim will increase the contract by \$1,480.80, for a revised contract amount of \$4,257,822.92, an increase of 2.21%.

Requested motion: Move to approve Change Order No. 5 for the force account claim to cover the loss of time on the job for an increase of \$1,480.80.

CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

OWNER: City of Goshen
PROJECT NAME: Court Consolidation Roadway Improvements
PROJECT NUMBER: 2021-0014
CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Niblock was delayed in activating the traffic signal at US 33 and Reliance Road during good weather due to NIPSCO's failure to energize the electric service on time. After January 1, 2025, due to the need to have the intersection open, Niblock was directed to schedule the work and activate the signal. This work required temporary pavement striping to be placed with less than desirable temperatures and weather conditions. Hawk Enterprises had mobilized to the job several times only to lose half a day each time waiting for work that was cancelled due to the striping equipment freezing up or High Star cancelling due to temperatures.

Hawk Enterprises has submitted a force account claim to Niblock for the sum stated below to cover the loss of time on the job. Niblock is not requesting any markup but is only requesting to make their subcontractor whole.

5.1	Force Account Claim	1 LUM	@ \$1,480.80	-----	\$1,480.80
-----	---------------------	-------	--------------	-------	------------

Subtotal - \$1,480.80

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$4,165,762.30
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	3 to <u>4</u>	\$90,579.82
3. Amount of Contract, not including this supplement		\$4,256,342.12
4. Addition/ Reduction to Contract due to this supplement		\$1,480.80
5. Amount of Contract, including this supplemental		\$4,257,822.92
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$92,060.62
7. Total percent of change in the original contract price Includes Change Order No.	2 to <u>5</u>	2.21%
(Line 6 divided by Line 1)		

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as X-2431, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by two (2.21) percent.

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 2.28.25
Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Redevelopment Director

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative

Printed

Title



**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: **PARKING SPOT CLOSURE BY 121 W. WASHINGTON STREET**

DATE: March 6, 2025

IWM Consulting requests the far west parking space on the north side of Washington Street directly in front of 121 W. Washington Street be blocked off on Tuesday, March 11th so they can access the monitoring well located in that parking space.

Requested Motion: Approve the closure of one parking space on the north side of Washington Street in front of 121 W. Washington Street on March 11, 2024, for access to a monitoring well.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member





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

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

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

February 28, 2025

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Review Hearing – 208 Queen Street, Goshen, Indiana

The Board last held a hearing on this property on November 7, 2024. The Board, noting recent change in ownership, issued an Order for completion of substantial repairs and renovations to the Unsafe Building at the property to bring the property into substantial compliance with Goshen City Code by February 20, 2025. The Board also set the matter for a compliance review hearing on March 6, 2025. The Board's November 7, 2024 Order is attached.

The Board has continuing jurisdiction over enforcement of its Orders. Therefore, for the hearing, the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and anyone else wishing to speak to the property. Based on the findings the Board makes, the Board may:

1. Continue the matter for further review.
2. Modify the Order (e.g., formally remove the demolition order status, extend deadlines, require a performance bond).
3. Rescind the Order.
4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises.

For any action resulting in an Order, the Board should make specific findings in support.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
REVIEW ORDER**

November 7, 2024

IN RE: Violation of Goshen City Code

Current Property Owner(s) of record: Artisan Investment Group, LLC

Former Property Owner(s) of record: Ronald E. Davidhizar; Leopoldo Mendoza

Substantial property interest of record: None

Property located at: 208 Queen Street, Goshen, Indiana

Property Tax Code: 20-11-04-459-008.000-015

Property Legal Description: See Exhibit A

The Order of the City of Goshen Building Commissioner dated November 3, 2023, the Hearing Authority Record of Action and Continuous Enforcement Order dated February 8, 2024, the Hearing Authority Record of Action and Continuous Enforcement Order dated May 23, 2024, and the Hearing Authority Tabling Order dated September 5, 2024, (hereinafter, collectively, the "Order"), all came before the Hearing Authority on November 7, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the City of Goshen Building Department, through Travis Eash, as well as the property owner. Based on that testimony and evidence, the Hearing Authority makes the following findings:

1. The Unsafe Building at the Real Estate is still unsafe, is still in a condition that warrants demolition, and has not been demolished.
2. The current owner, Artisan Investment Group, LLC, recently purchased and obtained title to the Real Estate on October 1, 2024.

3. Artisan Investment Group, LLC applied for a Remodel Permit with the Goshen Building Department on October 4, 2024.
4. No significant improvements to the Unsafe Building at the Real Estate have been made.
5. The Unsafe Building at the Real Estate has not passed any inspections.
6. The property owner, Artisan Investment Group, LLC, has a desire to repair and renovate the Unsafe Building at the Real Estate, with plans to get started within the next couple weeks. Specifically, Artisan Investment Group, LLC believes that in ninety (90) days they would make substantial progress on repairs to the point that all rough in inspections are completed.

Considering these findings, the Hearing Authority now ORDERS:

1. The current owner, Artisan Investment Group, LLC, is ordered to complete substantial repairs and renovations to the Unsafe Building on the Real Estate in order to bring the Unsafe Building into substantial compliance with the requirements of Goshen City Code, with substantial work and progress to be completed on or before February 20, 2025.
2. This matter is set for further hearing to review compliance with this Order and whether said Order should be affirmed, rescinded, or further modified, before the Goshen Board of Public Works and Safety on **March 6, 2025 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
3. The Property Owner, Artisan Investment Group, LLC, is permitted to pull permits for the remodel work, regardless of the existing demolition order, in coordination with the Goshen Building Department.
4. Should Property Owner fail to meet the above-stated requirements, the Hearing Authority will affirm the Order requiring demolition without the option of repair of the Unsafe Building of the Real Estate at the next scheduled hearing.

SO ORDERED on November 7, 2024, and signed this ~~November~~ ^{December} 4, 2024.

City of Goshen Board of Public Work and Safety

By:



Gina M. Leichy, Mayor

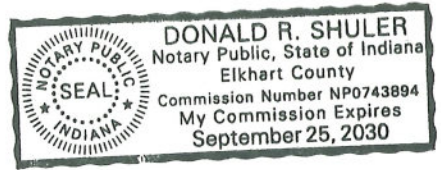
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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, the City of Goshen, Indiana's Hearing Authority, by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on ~~November~~ 4, 2024.
December

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 – Legal Description

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