



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE SEPTEMBER 26, 2022 REGULAR MEETING**

*Convened at 2 p.m. at Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana*

**Present:** Mary Nichols, DeWayne Riouse and Barb Swartley

**Absent:** Mayor Jeremy Stutsman and Mike Landis

**CALL TO ORDER:** Acting Chair Mary Nichols called the meeting to order at 2:00 p.m.

(Mayor Stutsman was unable to attend today's meeting and Mike Landis also was absent, so Nichols presided.)

**REVIEW/APPROVE MINUTES:** Acting Chair Nichols presented the minutes of the Sept. 19, 2022 regular meeting. Board member DeWayne Riouse moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. Motion passed 3-0.

**REVIEW/APPROVE AGENDA:** Acting Chair Nichols presented the meeting agenda. Board member Riouse moved to approve the agenda as submitted and Board member Swartley seconded the motion. Motion passed 3-0.

**1) Police Department: Conditional Offer of Employment to Tyler Douglas Smoker**

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, asked the Board to extend a conditional offer of employment to Tyler Douglas Smoker as a probationary patrol officer and to authorize the Mayor to execute the Conditional Offer of Employment Agreement with Smoker which includes the payment of a hiring bonus.

The agreement set forth the conditions that Smoker must meet prior to beginning employment with the Police Department as a probationary patrol officer, which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The agreement also provides for payment of a hiring bonus as Smoker has completed the Tier I basic training requirements, has active certification with the Indiana Law Enforcement Training Board, and has been employed with another Indiana law enforcement agency for at least one year within the last 12 months. The Police Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department. Riouse/Swartley moved to extend a conditional offer of employment to Tyler Douglas Smoker as a probationary patrol officer and to authorize the Mayor to execute the Conditional Offer of Employment Agreement with Smoker which includes the payment of a hiring bonus. Motion passed 3-0.

**2) Community Development Block Grant: Approval of 2022 Community Development Block Grant (CDBG) agreement for owner occupied housing rehabilitation**

City Community Development Specialist Theresa Cummings asked the Board to approve a CDBG agreement for owner-occupied housing rehabilitation in the Program Year 2022, and authorize the Mayor to sign the grant agreement.



Cummings said a housing grant of \$59,000 to LaCasa will be used for the ongoing owner-occupied, single-family housing rehabilitation program for low- and moderate-income families.

**Riouse/Swartley moved to approve the CDBG agreement for owner-occupied housing rehabilitation in the Program Year 2022, and authorize the Mayor to sign the grant agreement. Motion passed 3-0.**

**3) Legal Department: Amend 2022 Compensation Ordinance 5101 for Civil City and Utilities Employees to Increase Wage Rates for Teamsters Job Classification in Pay Category A**

**City Attorney Bodie Stegelmann** asked the Board to approve and authorize Mayor Stutsman to execute the Amendment to the Agreement with the Teamsters Local Union No. 364 to increase the wage rates for the Union job classifications in pay category A with the new rates effective Aug. 12, 2022, for the Mechanics in Union Category A and effective Sept. 23, 2022, for the SCADA Operator Technicians in Union Category A.

**Stegelmann** said the City and the Teamsters Local Union No. 364 entered into an Agreement on Dec. 19, 2020, for the term beginning Jan. 1, 2021 through Dec. 31, 2023. He said the parties wish to amend the agreement to increase the wage rates for the Union job classifications in pay category A with the new rates effective for the Mechanics in Union Category A, effective August 12, 2022, and for the SCADA Operator Technicians in Union Category A effective Sept. 23, 2022. The wage rates would remain the same for pay category A in 2023.

**Stegelmann** said that a week ago, the Common Council approved an amendment to the City Salary Ordinance to make the changes being requested of the Board of Works. The increases were negotiated to retain current employees and recruit candidates to fill vacancies in certain Union job classifications.

**Riouse/Swartley moved to approve and authorize Mayor Stutsman to execute the Amendment to the Agreement with the Teamsters Local Union No. 364 to increase the wage rates for the Union job classifications in pay category A with the new rates effective Aug. 12, 2022, for the Mechanics in Union Category A and effective Sept. 23, 2022, for the SCADA Operator Technicians in Union Category A. Motion passed 3-0.**

**4) Legal Department: Agreement with Crist, Inc., for the installation of a new Spacepac unit in the Annex Building at a cost of \$6,604**

**Brandy Toms, a paralegal with the City Legal Department,** asked the Board to approve and authorize Mayor Stutsman to execute the agreement with Crist, Inc., for the installation of a new Spacepac unit in the Annex Building at a cost of \$6,604.

**Toms** said the \$6,604 includes the cost of the unit and the installation, including removing the old unit and leaving it with the City for a parts unit; installing a new Spacepac 45ESP3642JH4MB J series air handler with coil; reworking the condensate, electrical and ductwork as needed to change out the unit; recharging and adjusting the refrigerant system; and removing any waste and cleaning the work area.

**Riouse/Swartley moved to approve and authorize Mayor Stutsman to execute the agreement with Crist, Inc., for the installation of a new Spacepac unit in the Annex Building at a cost of \$6,604. Motion passed 3-0.**

**5) Goshen Utilities: Annual notification of fall hydrant flushing program**

**Kent Holdren, Superintendent of City Water Treatment and Sewer Collection,** informed the Board that Goshen Utilities will start the fall hydrant flushing program beginning Monday Oct. 10 through Friday Oct. 15, weather permitting.



**Holdren** said that from Monday, Oct. 10 through Friday, Oct. 14, City staff will be flushing during daylight hours from 8:30 a.m. to 3:30 p.m. in the upper pressure zone, which is everything northeast of U.S. 33 and the Norfolk Southern Railroad tracks. Also, on Monday, Oct. 10, the City will start its night-time flushing from 9 p.m. to 6 a.m. between North Greene Road heading west to the city limits and between the Norfolk Southern tracks to the city limits south. On Tuesday, October 11th, **Holdren** said City staff will start flushing from 9 p.m. to 6 a.m. between Cottage Avenue and 10th Street between the Norfolk Southern tracks south to the city limits, and between Lincolnway East and the Norfolk Southern tracks heading east to the city limits.

**Holdren** said on Wednesday Oct. 12, the City will start flushing from 9 p.m. to 6 a.m. between Pike Street and the city limits south and between North Greene Road and Cottage Avenue. And on Thursday Oct. 14, from 9 p.m. to 6 a.m., the City will be flushing between Norfolk Southern and the city limits to the south, between North Greene Road to the city limits to the west.

**Holdren** asked that residents avoid doing laundry on the day flushing is close to their homes, due to the rust that will be removed from the water mains. If you residents have a problem with their laundry, they are encouraged to call the City at 574-534-5306 to obtain a special soap. More information was being placed on the City's website.

**This was an information-only action, so there was no Board action.**

#### **6) Engineering Department: Approve partial closure of Eisenhower Drive South**

**City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve the closure of Eisenhower Drive South, at 1778 Eisenhower Drive South, from Oct. 3 to Oct. 6, 2022.

**Sailor** said Beer & Slabaugh has requested the closure of Eisenhower Drive South, at 1778 Eisenhower Drive South, between Messick Drive and Dierdorff Road from Monday, Oct. 3, to Thursday, Oct. 6, 2022. The street will be closed in order to install new water taps for the Genesis Plant 10 site development. Access for local traffic for all businesses will be maintained. Traffic will be detoured via Dierdorff Road, Kercher Road, and Messick Drive, as shown on the attached detour map included in the agenda packet.

**Riouse/Swartley** moved to approve the closure of Eisenhower Drive South, at 1778 Eisenhower Drive South, from Oct. 3 to Oct. 6, 2022. Motion passed 3-0.

#### **7) Clerk-Treasurer's & Utilities Offices: Amendment to the Tyler Technologies contract**

**Deputy Clerk-Treasurer Jeffery Weaver** asked the Board to approve the Amendment to the Tyler Technologies contract, and authorize the Clerk Treasurer to execute the Amendment.

**Weaver** said the original agreement included one-time costs for an upgraded license, SAAS migration, new module implementation and training, and migration of the existing ERP Pro 9 (Incode) system to ERP Pro 10. The current contract does not specify when Tyler Technologies will begin invoicing for the new modules or SAAS migration. This amendment clarifies that invoicing will not begin until they are made available to users in the City of Goshen

**Riouse/Swartley** moved to approve the Amendment to the Tyler Technologies contract, and authorize the Clerk Treasurer to execute said Amendment. Motion passed 3-0.

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

**Acting Chair Nichols** opened Privilege of the Floor at 2:11 p.m. There were no public comments, so **Nichols** closed Privilege of the Floor at 2:11 p.m.



**8) Board of Public Works and Safety Order: 1001 S. 8th Street (Jeanne Brunk, property owner)**  
**At 2:11 p.m., Acting Chair Nichols convened a hearing to review the Aug. 23, 2021 Order of the City of Goshen Building Commissioner regarding the property at 1001 S. 8th Street (Jeanne Brunk, property owner).**

**BACKGROUND:**

**The Goshen Building Department inspected the subject real estate on June 13, 2019 and found and cited violations of Neighborhood Preservation Ordinance (Minimum Housing Ordinance). The property was re-inspected on May 10, 2021 and no significant improvements to the real estate were reported.**

The Aug. 23, 2021 report, signed by city Building Commissioner Myron Grise, concluded that the property was unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate were in an impaired structural condition that made it unsafe to a person or property. The property was determined to be vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter I.

**The following violations of Section 6, Article 3, Chapter I of the Goshen City Code were cited by the Goshen Building Department inspector and had not been satisfactorily repaired or remedied as of June 13, 2019:**

1. The roof is leaking into the interior of the structure and the soffit is damaged and collapsing (violation of Section 6.3.1.1 (c)).
2. Collapsing soffit on the front porch.
3. Multiple areas throughout the structure have cracks in the ceilings and walls (violation of Section 6.3.1.1 (b)).
4. The ceiling has collapsed inside the door on the east side of the structure from a significant roof leak (violation of Section 6.3.1.1 (b)).
5. The floor inside the door on the east side of the structure is severely water damaged and will not hold the proper load required (violation of Section 6.3.1.1 (b)).
6. The foundation is cracked and there are large holes allowing rodents to enter the structure the structure is not weather tight allowing water to leak inside (violation of Section 6.3.1.1 (b)).
7. There is chipping, peeling, and flaking paint throughout the structure (violation of Section 6.3.1.1 (g)).
8. Wiring in the structure is exposed and not secure (violation of Section 6.3.1.1 (a)).
9. There is trash and debris throughout the structure (violation of Section 6.3.1.1 (b)(1)).

**The Order of the City of Goshen Building Commissioner put the listed property owners on notice of the violations and their obligation to make a series of corrections and notified them of a hearing on the order would be convened on Sept. 20, 2021.**

**The property owners were listed as Jeanne Brunk and Linda Coddington, both of Bealton, Virginia.**

**On Sept. 20, 2021, Mayor Stutsman convened the hearing and the following occurred:**

- After being sworn in, **Building Department and Planning & Zoning Inspector Travis Eash** presented a written report, with photographs, on the present condition of 1001 S. 8th Street. The report, which was dated Sept. 20, 2021, was entered into the record as Exhibit A.
- **Eash** said that on Sept. 17, 2021, he again inspected the property at 1001 S 8th Street. Eash stated the following: "There has been minimal progress done since my original inspection report in November of 2018.



"As far as the violations in this Order, the only one that has been completely resolved is the soffit on the front porch. The other alleged violations remained."

- **Eash** reviewed with the Board a series of photographs that were included in his Sept. 20, 2021 report, which showed the condition of the property on that date. Eash said the photographs depicted continuing violations, including: overgrown vegetation outside the home; cracks and chipping paint in the ceiling; cracks and chipping paint on walls; rotted ceiling material; exposed electrical wiring in various locations; accumulated debris in various rooms of the house; water damage from leaks; and possible damage to the foundation.
- **John William Davis of Goshen, an attorney representing property owner Jeanne Brunk, asked Eash a series of questions about the condition of the property and the progress made to address the listed violations.** Eash acknowledged some progress had been made to repair the soffit and address foundation and wiring issues. However, **Eash stated that many violations remained.**
- After being sworn in by **Mayor Stutsman, City Building Commissioner Myron Grise** said he visited the home over the weekend and met with property owner Jeanne Brunk because he was interested in perhaps buying the home and repairing it for his niece. Grise said he went through the entire home and stated that it was in bad condition. He said the boiler was inoperative and that many heating and water pipes had burst. Grise said that based on his inspection, **he believed the home was badly damaged and not worth fixing.**
- After being sworn in by **Mayor Stutsman, Jeanne Brunk** provided background information on the home as well as its condition and her plans to repair it. She said the home, purchased in 1955 by her parents (**Milton and Kathleen Brunk**), has been **unoccupied since August 2014.** Jeanne Brunk said her mother died on Jan. 21, 2020 and left the home to her and her sister, **Linda Coddington**, who died on June 8, 2021.
- **Jeanne Brunk** said she has made repeated efforts to sell the home and correct the reported violations. She provided the Board with copies of estimates from three companies to make the repairs of the roof, the heating and water systems and the front entry. Brunk said her goal would be to have everything repaired, all items removed and the home sold by the end of the year (2021).
- **Davis** said it has been somewhat of a struggle for **Brunk** to arrange for the work because she lives in Virginia. Davis pointed out that the total of the repair estimates was \$40,000 to \$50,000 and he asked Brunk if she had the funds to pay for the repairs. Brunk confirmed that she did and had inherited about \$100,000 from her sister and now could afford to pay for the repairs.
- **Board members** asked **Brunk** about the practicality of repairing and selling the home as opposed to selling in its current condition. They also asked about the removal of overgrown vegetation, the clearing out of items from the home and how long it would take to make repairs.
- After further Board comments, **Mayor Stutsman/Board member Swartley** moved to make a finding of violations of the Order of the City of Goshen Building Commissioner. The motion passed 4-0.
- After further conversation with **City Attorney Stegelmann and Davis**, the **Mayor** made another motion. **Stutsman/Nichols** moved to continue the hearing to Oct. 25, 2021 to assess whether the yard has been cleaned and the overgrowth removed. If City staff reported that the yard work had been completed by then, the hearing would be continued to March 7, 2022. Motion passed 4-0.

On Feb. 28, 2022, the City Legal Department formally notified Brunk and Davis, via certified mail, that the hearing scheduled for March 7, 2022 was being continued until April 11, 2022.



**On April 11, 2022, Mayor Stutsman convened the hearing and the following occurred:**

- **City Code Enforcement Officer Travis Eash** provided an update on 1001 South 8th Street based on another inspection, on April 8, 2022. He said regarding the seven (7) items that were found to be in violation, only number four (4), ceiling deficiencies, and number (6), foundation deficiencies, have been completed. He said the owner had made some progress in removing accumulation of materials, but the property was still filled with debris.
- **Eash** said that as discussed in the first hearing, the boiler was in disrepair and would need to be repaired or replaced along with most if not all the water pipes that have frozen and broken. He said the owner acknowledged this and got estimates for the work that she presented to the Board during the September 2021 hearing along with other estimates for other work. No work has been done to the boiler or water pipes.
- **Eash** said that during his inspection on April 8, he was presented a contract for the "as is" sale of the property by the owner, which was signed on April 7. He said according to the contract, the closing would take place sometime during August 2022.
- **Eash** said the Building Department still believed this property was a good candidate for the City's receivership program.
- After providing this overview, **Eash** described updated photographs of 1001 S. 8th Street, which were taken during his inspection of the property on April 8, 2022. Eash said the photographs showed many rooms and the basement had substantial accumulations of trash and debris, ceilings showed water damage, light fixtures had exposed wiring, ceilings had cracks and mold, a ceiling and wall had chipped paint, there was a collapsed ceiling in the porch entry and damage to a floor because of a roof leak.

**Eash then reviewed and stated that the following violations remained at the property:**

1. Multiple areas throughout the structure have cracks in the ceilings and walls (violation of Section 6.3.1.1 (b)).
2. The ceiling has collapsed inside the door on the east side of the structure from a significant roof leak (violation of Section 6.3.1.1 (b)).
3. The floor inside the door on the east side of the structure is severely water damaged and will not hold the proper load required (violation of Section 6.3.1.1 (b)).
4. The foundation is cracked and there are large holes allowing rodents to enter the structure (and) the structure is not weather tight allowing water to leak inside (violation of Section 6.3.1.1 (b)).
5. There is chipping, peeling, and flaking paint throughout the structure (violation of Section 6.3.1.1 (g)).
6. Wiring in the structure is exposed and not secure (violation of Section 6.3.1.1 (a)).
7. There is trash and debris throughout the structure (violation of Section 6.3.1.1 (b)(1)).

**After Eash's testimony, Jeanne Brunk, assisted by her attorney, William Davis, related the following:**

- The roof has been repaired and portions that had been leaking now have been sealed. Also, the collapsing soffit on the front porch has been repaired and a new light fixture installed. She said she has begun scraping away cracked paint and re-painting inside, but more work must be done.
- Regarding the items inside the home, Brunk said many are family possessions with value and she has begun sorting through items and has done much work. Brunk also said she has disposed of some items.
- In addition to completing landscaping, Brunk said she had the side of the garage facing 8th Street painted as well as supports on the porch.
- She said electrical work has been done and exposed wiring covered.



- Besides the roof work, a contractor is preparing an estimate on stabilizing the front entry.
- She said she planned to remove all items inside the home by the time the home is sold.
- Brunk disputed the description of the items as "trash and debris." She said a small amount of the contents are disposable items, but most are valuable family possessions. Brunk said she has received three bids from auctioneers to sell many of the items in the home, and was waiting to hear back from one. She said she also received a bid to ship some items to her home in Virginia to a storage unit she plans to rent.
- Brunk said neighbors have been helping her maintain the outside of the home by mowing.
- She said she has received an estimate to complete all required repairs to the property.
- Brunk said she has entered into a contract with Maria Benitez for the sale of the property "as is." Before the sale closes, Brunk said she would be required to remove all items inside her house.
- Brunk said the sale has been delayed to the summer because Benitez first needs to sell a property in Mexico in order to purchase the Brunk home. Brunk said that if she makes any repairs to the home before the sale, those costs will be reflected in the sales price. And if Benitez wants to make some repairs before the sale, those costs also will be taken into consideration if the deal falls through, Brunk said.

**William Davis asked the Board of Works & Safety to allow the property sale to move forward.** Davis said Maria Benitez intends to have the home in livable condition a month after the sale is completed. He said Benitez is aware of the work and repairs that must be completed. In response to a question from **Board member Swartley, Jeanne Brunk** said she doesn't have any documentation about the pending property sale in Mexico. Swartley encouraged Brunk to get some documentation and learn if that Mexico sale has any conditions. **Davis** said that made sense. **Board member Landis** asked if Brunk's home had an acceptable exterior appearance. **Eash** said the yard is being kept up to code, but the appearance isn't very pleasing. Eash said there are outside items that have been there a long time and it appears to be a vacant home.

In response to a question from **Mayor Stutsman**, **Davis** said he was asking the Board of Works & Safety to continue the hearing until August with no further Board action.

**Given the time already given to address the home's deficiencies, Board member Landis asked Brunk if she would have the time to remove the items inside the home and prepare the home for sale.** Brunk said she believed she would have time, noting that she plans to take time off from work in June and August to continue working on the home. Eash said he was OK with the suggested time frame, but noted that Brunk had not met previous deadlines and that he would not recommend extensions beyond August.

**Mayor Stutsman said he could support waiting until August. Landis said he also could support a delay until August, but said he was concerned about what would happen if Brunk's plans fell through. Mayor Stutsman said if there ended up being no viable buyer, the city would need to consider more serious action.**

**Swartley said a cash sale can happen quickly depending on the price. Davis said Brunk provided a copy of the sales contract to the Building Commissioner.**

**After further conversation, Mayor Stutsman/Nichols moved to continue the hearing on Board of Public Works & Safety Order for 1001 South 8th Street to Sept. 12, 2022. The motion passed 5-0**

**On April 14, 2022, the City Legal Department formally notified Brunk and Davis, via certified mail, that the hearing was being continued until Sept. 12, 2022.**



Finally, on Aug. 30, 2022, the City Legal Department formally notified Brunk and Davis, via certified mail, that the Sept. 12 hearing was being continued until Sept. 26, 2022.

**SEPT. 26, 2022 HEARING TESTIMONY, DISCUSSION AND OUTCOME:**

Acting Chair Nichols opened the hearing at 2:11 p.m.

Because Mayor Stutsman was absent, Clerk-Treasurer Richard Aguirre swore in Building Department and Planning & Zoning Inspector Travis Eash to give truthful testimony. Eash gave the following update:

"This morning I inspected the property at 1001 S 8th Street. Some progress has been made but not all the violations have been repaired.

"This property originally came to the Board on Sept. 20, 2021. During that hearing, the owner and her representation presented several estimates from contractors for work that needed to be done and also a timeline which stated everything would be completed by the end of February 2022. Those estimates and timeline are attached to this packet (Eash's Sept. 26, 2022 memorandum and supporting documents, **EXHIBIT 1**).

"This property again came before the Board on April 11, 2022. During that hearing, the owner along and her representation presented a signed Contract for the Sale and Purchase of Real Estate that was signed on April 7, 2022 for the sale to be final by the end of August. That contract is attached (to Eash's memorandum with supporting documents).

"This morning during my inspection of the property I was informed that the signed contract for sale fell through and the owner's plan now is to hire a Realtor but hasn't done that or listed the property.

"No permits have been pulled for any work being done including a new roof and framing of the front entry. It is the Building Department's belief that the owner has no intention of selling the property or bringing it into compliance and it is the Building Department's recommendation that this property be referred to the (City) Legal Department for the appointment of a receiver. But (we) also state that the owner can pursue selling the property up until a receiver is appointed."

**Eash** attached the Sept. 20, 2021 Board of Works order on repairs and work that was required.

**Eash** also included with his memorandum six pages of color photographs that he took the morning of Sept. 26, 2022 of the exterior and interior of 1001 S. 8<sup>th</sup> Street. Eash described the photos to the Board which he stated showed: a new roof, which he said looked good but which was repaired without a permit and was not inspected; an unsecured outdoor electrical fixture; accumulated items and debris throughout the home; damage from water leaks; exposed electrical wiring; trash and debris in the basement; a front entry that appeared to have been repaired without a permit or inspection; unpainted surfaces inside the home; and more debris.

**Eash** also said he included in the packet a repair timeline, dated Sept. 14, 2021, which was not completed as well as several home repair estimates.

At the request of **Board member Riouse**, **Eash** described the **City's receivership program**. Generally, he said the City would take control of the property and ensure repairs were made. **City Attorney Bodie Stegelmann** said the City would go to court and seek the appointment of a receiver, specifically a general contractor, to assess the property and make the necessary repairs. He said the value of that work would be attached to the property as a lien and would need to be paid or other arrangements made.





**John William Davis of Goshen, an attorney representing property owner Jeanne Brunk, cross-examined Eash about each aspect of the Sept. 20, 2021 order by the Board of Works. To Davis' questions about the following violations, Eash provided the following responses based on the conditions he observed on Sept. 26, 2022:**

*1. Multiple areas throughout the structure have cracks in the ceilings and walls.* Eash said there has been progress, but the work hasn't been completed.

*2. The ceiling has collapsed inside the door on the east side of the structure from a significant roof leak and 3. The floor inside the door on the east side of the structure is severely water damaged and will not hold the proper load required.* Eash said repairs have been made, but there was no permit or inspections, so it's not possible to know if the work was done correctly. Asked by Davis what can be done about this, Eash said he wasn't sure because repairs cannot be viewed from the basement. In response to a question from Davis, Eash said the permit could have been requested by the property owner or the contractor, but this should have been done before any work. Asked by Davis what could be done to check the work, Eash said part of the completed work would be removed to assess if the repairs were done correctly. Eash said the contractor also could be asked to provide samples of the materials used to make the repairs.

*4. The foundation is cracked and there are large holes allowing rodents to enter the structure (and) the structure is not weather tight allowing water to leak inside.* Eash said it appeared these repairs had been made, adding that no permits were required for this work.

*5. There is chipping, peeling, and flaking paint throughout the structure.* Eash said "significant progress" had been made in making these repairs.

*6. Wiring in the structure is exposed and not secure.* Eash said there were problem areas in the basement, but progress had been made elsewhere in the home.

*7. There is trash and debris throughout the structure.* (Davis did not ask about this cited violation.)

**Davis then asked Eash if he had previously sought receivership for other properties. Eash said the Building Department has previously requested other receiverships.**

**Davis said Jeanne Brunk also wanted to provide evidence, so Clerk-Treasurer Richard Aguirre swore in Jeanne Brunk to give truthful testimony.**

**Under questioning from Davis, Brunk described work done to address the violations cited by the City. More specifically, Brunk said:**

- The soffit were repaired by Graber Custom Remodeling. She said Graber did obtain a permit to repair the roof last year and it is still posted on a window of the home. She said she didn't know if the roof was inspected. She said she doesn't know who repaired the roof this year or whether a permit was obtained.
- Substantial work was done by Graber to repair the ceiling that had collapsed inside the door on the east side of the structure, from a roof leak, as well as he floor inside the door on the east side. She said the only work that remained was the installation of a light fixture, painting, new flooring, a new window reframed and a new threshold for the door. She said she was unaware a permit was required for this repair work.



- Graber is in the process of repairing cracks in ceilings and walls. She said she didn't know when that work would be completed.
- The foundation repairs were completed before the Board's last hearing.
- Walls in a utility room near the kitchen have wallpaper that is peeling off and needs to be replaced.
- Exposed wiring in four areas was repaired. She said Eash today pointed out another location with exposed wiring.
- As for possessions and trash still inside the home, Brunk said she has removed items every time she has visited the home. Brunk said if the sale had gone through, she was prepared to remove the remaining items and place them in a storage facility. She said she has almost completed an evaluation of all items in the home and a company will be selling or disposing of the remaining items.
- A Realtor from Elkhart has now been retained to sell the home based on a verbal agreement.
- A plumber has been contacted and is addressing problems inside the home.
- Preparations also are underway for an estate sale.
- The items still in the basement include debris as well as personal belongings.
- Compliance with the City order to repair the property was complicated by a number of factors. She said those include the sale that fell through three weeks ago. She said she has traveled to Goshen from Virginia about seven times to try to arrange for the repair or sale of the house.
- Brunk said she plans to sign an agreement with the Realtor to sell the home and will sort through the remaining items in the home later this week.
- Brunk asked for a delay in the hearing – and the appointment of a receiver – for a month to allow for the remaining work and an inspection and approval of the work that was done and to sell the property.
- Brunk also said she has had health issues, including COVID-19 which she said she contracted during her last visit to Goshen. She said she has continued to suffer from the disease. Still, she said things are going better in regard to the property.

**Eash** informed **Brunk** that a permit was pulled to repair the "rubber roof," by Graber Custom Remodeling, but not the most recent roof repairs. After asking about Brunk's plumber, Eash advised Brunk that the plumber must be licensed and that permits may be necessary for certain types of work in the house.

Asked by **Acting Chair Nichols** if he wanted to present rebuttal evidence, **Eash** asked when the roof was most recently repaired. She said it was repaired after June 30.

**Davis** raised a procedural issue about the date the repair order was issued by the Board of Works. He also suggested that the Board not move forward with the appointment of a receiver and instead give Brunk a month to sell the home and make the additional repairs. He said Brunk would also provide a copy of the listing contract.

In response to **Davis'** request, **Eash** said that this matter has been pending for more than a year. He said that a year ago, the Board granted Brunk the delay she requested and she didn't follow through. Eash said five months ago, the Board granted Brunk a further delay and she didn't follow through. Eash said he doubted Brunk would follow through now if granted a further delay for a month.



In response to a question from **Board member Swartley** about when permits are required for interior repairs, **Eash** said there is a \$1,000 limit, but repairs involving the integrity of a building's structure do require permits.

**Swartley** said that throughout the consideration of the Building Commissioner's order, she has believed that **Brunk** needed to contact a real estate agent. **Swartley** said she didn't know why the sales deal fell through, but obtaining a loan may have been difficult. **Davis** reminded **Swartley** about the details of the deal that fell through. **Swartley** said the real estate market has "softened," but she said she doesn't believe **Brunk** will have a problem selling the property.

**Acting Chair Nichols** and other **Board members** asked **City Attorney Stegelmann** about options for how to proceed. **Options Stegelmann** mentioned included a referral to the **Legal Department** unless certain conditions were met or a delay in the hearing for four or five weeks. **Board members** also asked **Stegelmann** what would happen if the property was sold and a new owner took possession.

At **Acting Chair Nichol's** request, **Eash** clarified that item 1 still needed to be repaired, that he needed to verify that items 2 and 3 were done adequately and that items 5, 6 and 7 also needed to be addressed.

After further discussion about how to proceed, including with **Stegelmann** and **Davis**, **Nichols/Swartley** moved to have **Travis Eash** of the **City Building Department** refer the matter to the **Legal Department** for receivership if the property owner has not complied with the **Building Commissioner's** order in regard to items 1, 2, 3, 5, 6, and 7 or provided a signed purchase agreement by **Oct. 31, 2022**. Motion passed 3-0.

At 3:10 p.m., the public hearing was closed on the **Order of the City of Goshen Building Commissioner** for the property at 1001 S. 8th Street.

As all matters before the **Board of Public Works & Safety** were concluded, board members **Nichols/Riouse** moved to approve **Civil City and Utility claims** and adjourn the meeting. Motion passed 3-0.

**Acting Chair Nichols** adjourned the meeting at 3:10 p.m.

**EXHIBIT #1: Memorandum (dated Sept. 26, 2022) and supporting documents from Travis Eash of the City Building Department to the Board of Works & Safety which constituted a written update on the Order of the City of Goshen Building Commissioner regarding 1001 S. 8th Street. Along with a one-page memorandum from Eash, the packet also include: the Sept. 20, 2021 order from the Board of Works; six pages of color photographs of the property taken Sept. 26, 2022; a proposed schedule of repairs from Jeanne Brunk, dated Sept. 14, 2021; four pages of 2021 repair estimates; and a contract for the sale and purchase of real estate, dated April 7, 2022, between Jeanne E. Brunk and Maria Benitez (never completed).**



APPROVED

A handwritten signature in black ink, appearing to read "J. Stutsman", written over a horizontal line.

Mayor Jeremy Stutsman

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

Mary Nichols, Member & Acting Chair of the Sept. 26, 2022 meeting

A handwritten signature in black ink, appearing to read "Michael A Landis", written over a horizontal line.

Mike Landis, Member

A horizontal line intended for a signature.

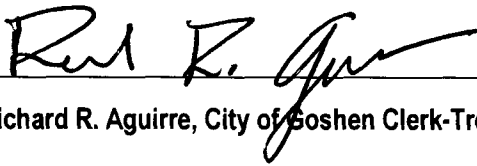
DeWayne Riouse, Member

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

Barb Swartley, Member



ATTEST

  
Richard R. Aguirre, City of Goshen Clerk-Treasurer



**Building Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

**TO: BOARD OF PUBLIC WORKS**

**From: GOSHEN BUILDING DEPARTMENT (TRAVIS EASH)**

**Date: SEPTEMBER 26, 2022**

**Subject: 1001 S 8<sup>TH</sup> STREET**

This morning I inspected the property at 1001 S 8<sup>th</sup> Street. Some progress has been made but not all the violations have been repaired.

This property originally came to the Board on September 20, 2021. During that hearing the owner and her representation presented several estimates from contractors for work that needed to be done and also a timeline which stated everything would be completed by the end of February 2022. Those estimates and timeline are attached.

This property again came before the Board on April 11, 2022. During that hearing the owner along and her representation presented a signed Contract For The Sale And Purchase Of Real Estate that was signed on April 7, 2022 for the sale to be final by the End of August. That contract is attached.

This morning during my inspection of the property I was informed that the signed contract for sale fell through and the owners plan now is to hire a realtor but hasn't done that or listed the property.

No permits have been pulled for any work being done including a new roof and framing of the front entry. It is the Building Departments belief that the owner has no intention of selling the property or bring it into compliance and it is the Building Departments recommendation that this property be referred to the Legal Department for the appointment of a receiver. But also state that the owner can pursue selling the property up until a receiver is appointed.

Thank You,

Goshen Building Department

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

September 20, 2021

To: Jeanne Brunk  
4442 Stribling Drive  
Bealeton, VA 22712

Linda Coddington  
4442 Stribling Drive  
Bealeton, VA 22712

RE: Premises at 1001 S. 8<sup>th</sup> Street, Goshen, Indiana

As a person holding a substantial property interest in the real estate at 1001 S. 8<sup>th</sup> Street, Goshen, Indiana, you were served with an Order of the City of Goshen Building Department dated August 23, 2021 by Paralegal, Carla Newcomer who mailed the Order by certified mail with return receipt requested and by first-class mail on August 23, 2021.

This comes for a hearing before the City of Goshen Board of Public Works and Safety on September 20, 2021 to review the August 23, 2021 Order of the City of Goshen Building Department. The City of Goshen Building Department appears by Building Inspector Travis Eash. Jeanne Brunk and Attorney, William Davis from Davis and Roose also appear at the hearing.

Evidence was presented and arguments heard. The Board of Public Works and Safety being duly advised in the condition of the buildings and/or premises at 1001 S. 8<sup>th</sup> Street, Goshen, Indiana, now finds that the present condition of the buildings and/or premises are unsafe because the buildings and/or premises are in an impaired structural condition that makes it unsafe to a person or property. The premises is vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance

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

1. Multiple areas throughout the structure have cracks in the ceilings and walls (violation of Section 6.3.1.1 (b)).
2. The ceiling has collapsed inside the door on the east side of the structure from a significant roof leak. (violation of Section 6.3.1.1 (b)).
3. The floor inside the door on the east side of the structure is severely water damaged and will not hold the proper load required (violation of Section 6.3.1.1 (b)).
4. The foundation is cracked and there are large holes allowing rodents to enter the structure the structure is not weather tight allowing water to leak inside. (violation of Section 6.3.1.1 (b)).
5. There is chipping, peeling, and flaking paint throughout the structure (violation of Section 6.3.1.1 (g)).

- 6. Wiring in the structure is exposed and not secure (violation of Section 6.3.1.1 (a)).
- X There is trash and debris throughout the structure (violation of Section 6.3.1.1 (b)(1)).

The Board of Public Works and Safety affirms the original Order of the City of Goshen Building Department, except that the soffit has been repaired, and enters the Order as follows:

This hearing is continued to October 25, 2021. The outside of the premises must be cleared of any vegetation and debris before October 25, 2021 and the hearing set for October 25, 2021 will be to determine compliance.

Further, you are ordered to repair or rehabilitate the building per the timeline attached as Exhibit 1 submitted to the Board of Works and Safety to bring the premises into compliance. If you are in compliance with the Order to remove vegetation on October 25, 2021, the hearing will be continued until March 7, 2022 to determine compliance with the remaining issues.

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

In the event that you fail to comply with this Order, the City of Goshen may pursue action in a court in Elkhart County to seek remedies allowed.

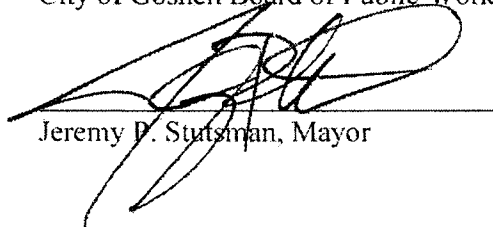
You are entitled to appeal these findings of facts and this Order to the Elkhart Circuit Court or Elkhart Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified period of time, then your right to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

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



This Order of the City of Goshen Board of Public Works and Safety is issued on September 30, 2021.

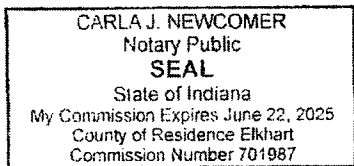
City of Goshen Board of Public Works and Safety

  
\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF ELKHART                )

Before me the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by, Jeremy P. Stutsman, Mayor, and acknowledged the execution of the foregoing Order on September 30, 2021.

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



County of residence: Elkhart  
\_\_\_\_\_  
Notary Public: Carla Newcomer  
Printed: Carla S. Newcomer  
My commission expires: Jun 22, 2025

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

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

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing Order of the City of Goshen Board of Public Works and Safety dated 9/30/21 for the premises at 1001 S. 8<sup>th</sup> Street, Goshen, Indiana, was served upon:

Jeanne Brunk  
4442 Stribling Drive  
Bealeton, VA 22712

Linda Coddington  
4442 Stribling Drive  
Bealeton, VA 22712

on September 30, 2021.

Sending a copy by registered or certified mail to the residence, place of business, or employment of the person to be notified, with return receipt requested.

Sending a copy by regular first-class mail to the last known address of the person to be notified.



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



New Roof (No Permits)



Front porch light secured

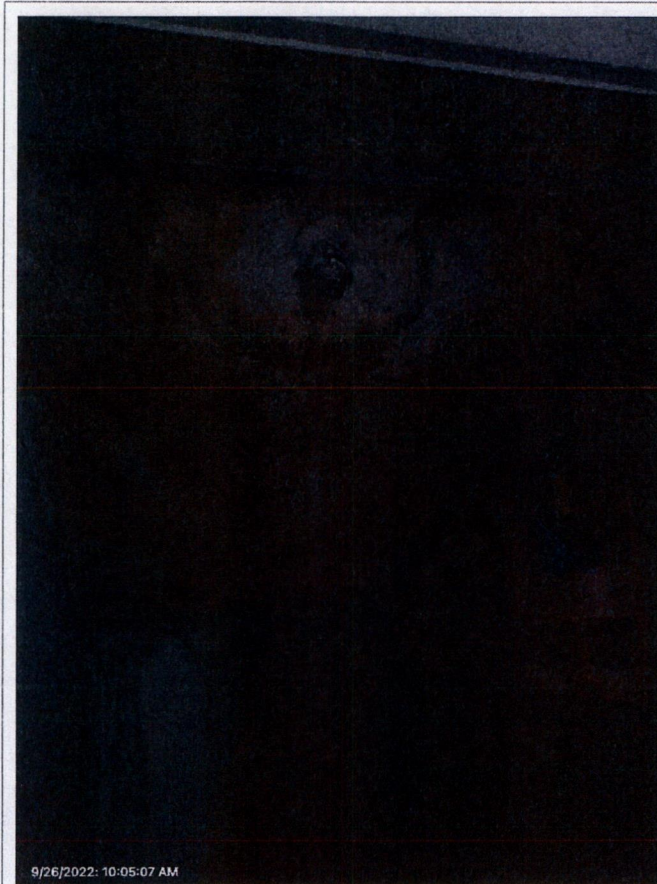


# House Full of accumulated items





Water damage From ~~per~~ previous leak

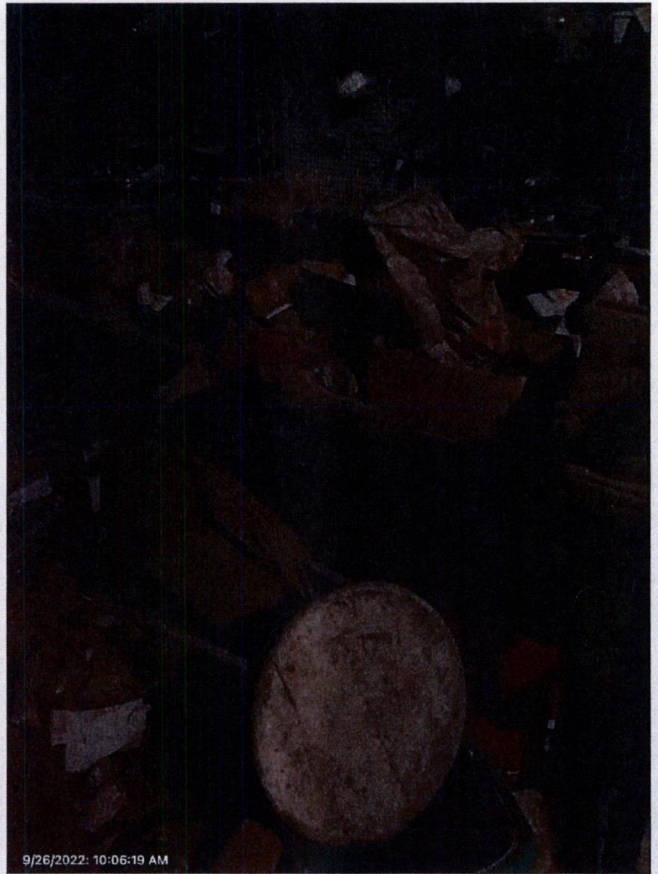


Electrical wiring exposed

Trash & debris



Basement Full of items trash + debris

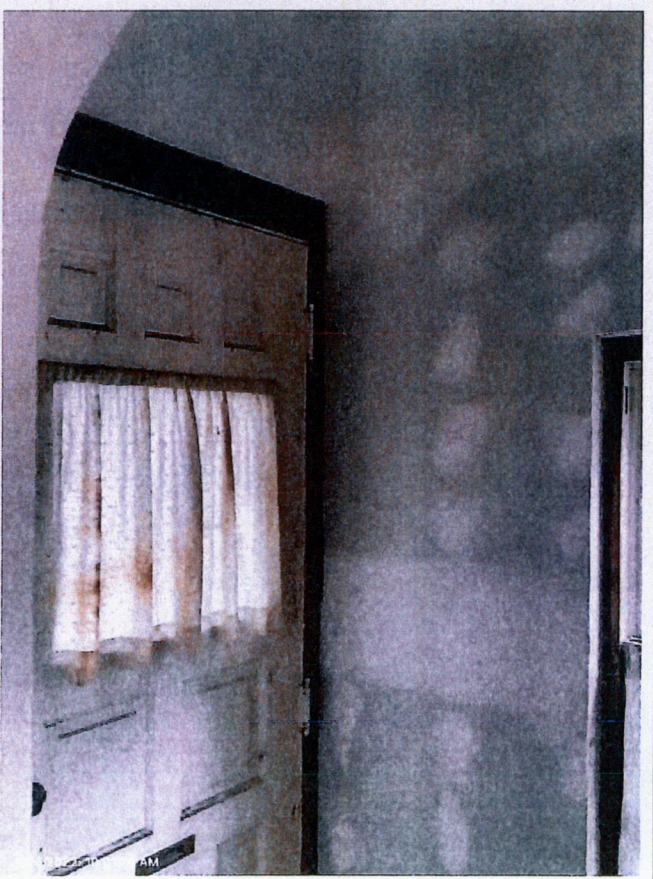
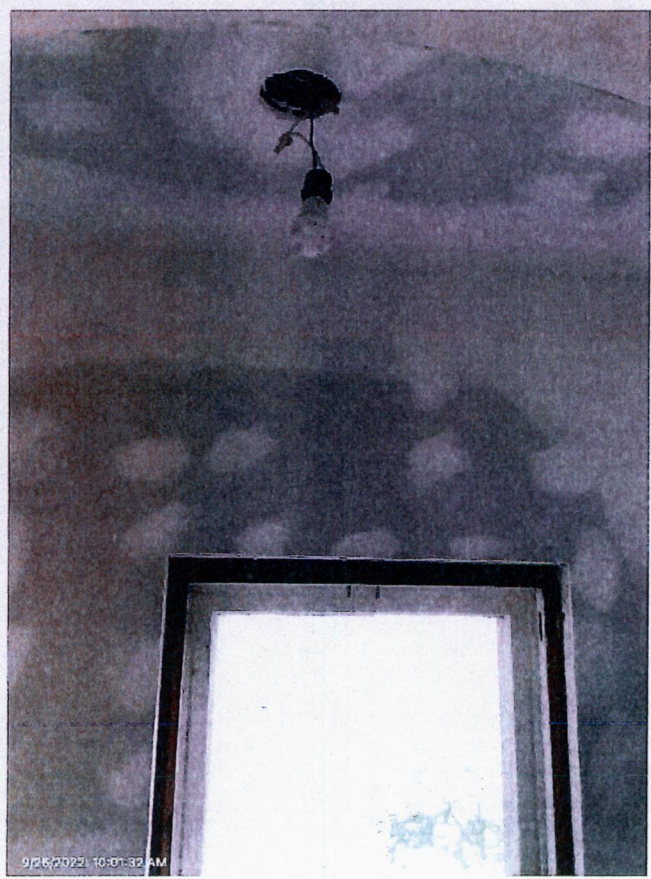
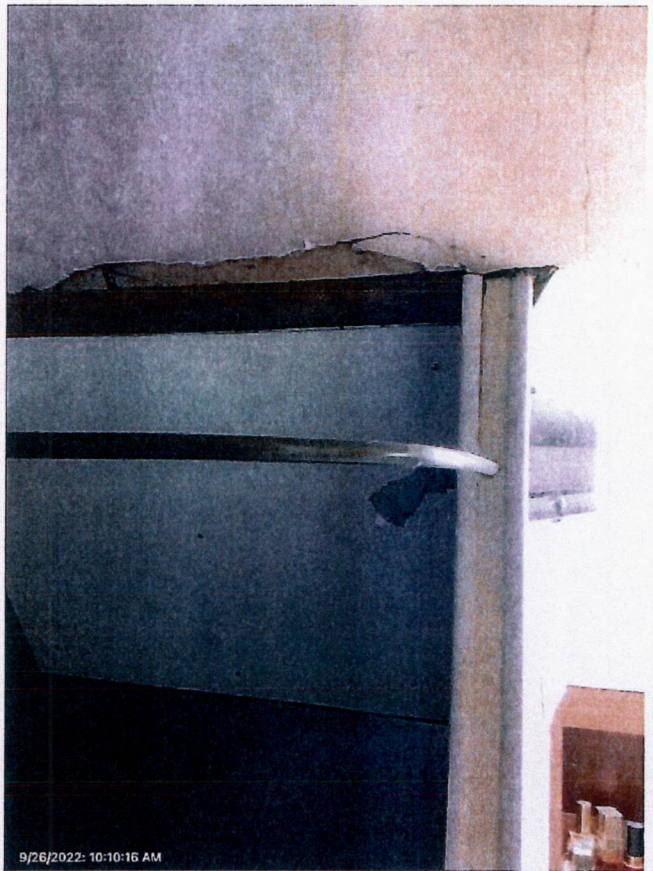




Front entry



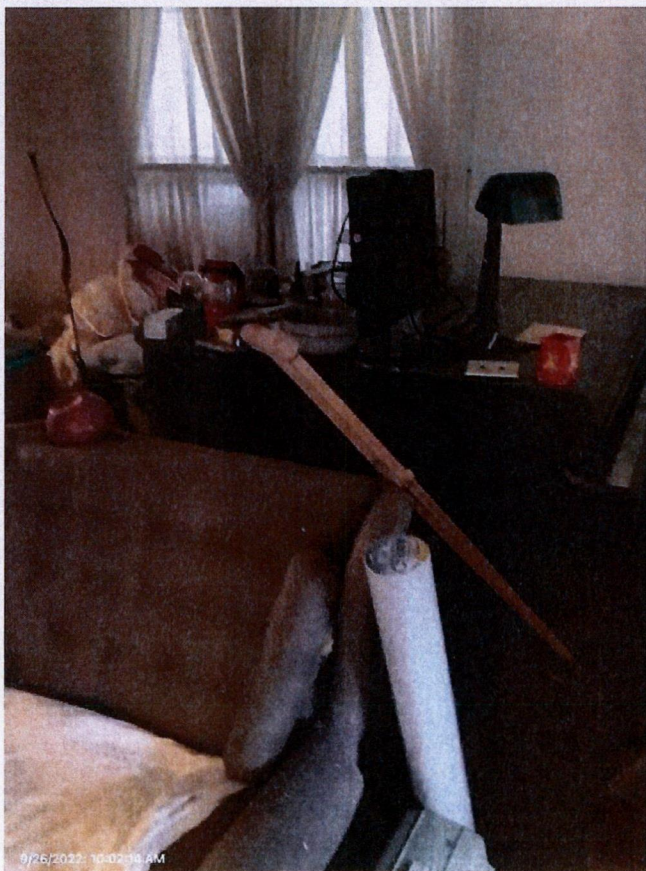
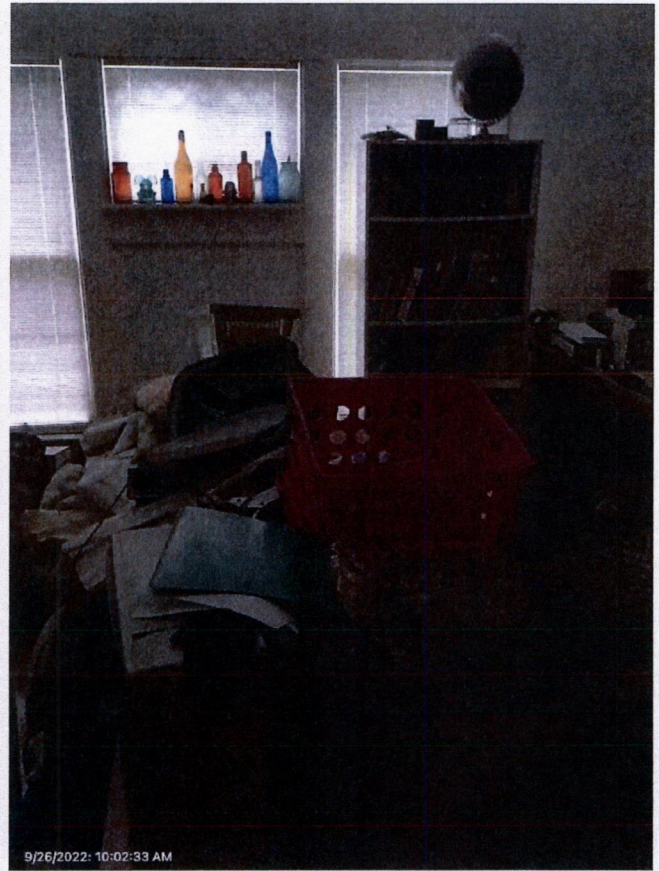
Crack & hole in walls



Front entry in process of repair



Scrapped paint From ceiling

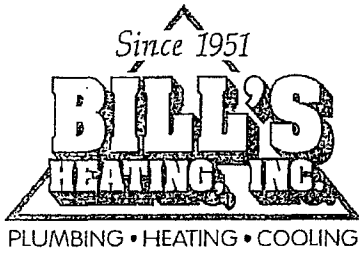


More accumulation of items & material





Exhibit 5



Bill's Heating, Inc.  
 803 Linway Drive  
 Goshen, IN 46526  
 574-533-2079  
 574-533-4373

### Estimate

Date	Estimate #
9/17/2021	66712

Bill To Address	Job Location	Customer Phone: 315 857-7538
BRUNK 1001 S 8TH STREET GOSHEN, IN 46526	BRUNK 1001 S 8TH STREET GOSHEN, IN 46526	
Description		
<ul style="list-style-type: none"> <li>- Remove the existing hot water boiler and replace it with a new properly sized cast iron boiler.</li> <li>- New fill valve, back flow preventer, air separator, isolation valves and expansion tank.</li> <li>- New Honeywell electronic thermostat.</li> <li>- Install approximately 150' of new fin tube baseboard radiation.</li> <li>- Install new supply and return piping from the boiler to the new radiation.</li> <li>- New chimney liner installed inside the existing flue sized for the boiler.</li> <li>- Material, sales tax and labor.</li>   <li>- The above work will be billed as time and materials.</li>   <li>- A rough estimate for the work is \$27,576.00</li> </ul>		
Thank you!		

<b>IMPORTANT TERMS AND CONDITIONS</b>		
<p>All material is guaranteed to be as specified. All work to be completed in a professional manner to standard practices and building code in effect at the time of the work. Any alternative or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays that are beyond our control. The Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We may withdraw this proposal if not accepted within 30 days. This proposal does not include any building permits or processing fees. Terms: .</p>		
Management Approval: <i>Ben [Signature]</i>		Date: 9-18-21
<p><b>ACCEPTANCE OF PROPOSAL:</b>          By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that the above prices, specifications, and conditions are satisfactory and are hereby accepted. The undersigned further authorizes Bill's Heating, Inc. to do work as specified above. Payment is to be made as outlined above. If payment is not made by the undersigned as stated above, then the undersigned will be in default. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees. In addition, the undersigned agrees to pay a 1 1/2 % service charge per month (or the maximum allowed by law) on any unpaid balances to be in default and/or turned over for collection.</p>		
Client Authorization:		Date:

Bills Heating Inc. will supply materials and labor to complete the following project.

**Plumbing Estimate**

- Install a new PEX main water line after the meter and connect to existing supply lines in the basement. We will replace the galvanized water lines located in the basement area with PEX piping and fittings. Doesn't include opening of walls, floors, ceilings to replace water lines, not part of this estimate.
- Install 2 new toilets, Gerber Viper, Round front toilets, standard height in white. Attach to existing water lines and closet flange. If closet flanges need replaced or repaired that would be an extra charge, not part of this estimate.
- Install 2 new Lavatory faucets, Gerber, 2 handle faucet in chrome. If water or drain lines need replaced that would be extra, not part of this estimate.
- Install a new Stainless Steel kitchen sink and faucet, connect to existing water lines and drain. If water or drain lines need replaced that would be extra, not part of this estimate.
- Install new washing machine shutoffs. If water or drain lines need replaced that would be extra, not part of this estimate.
- Install a new outside freeze less faucet. Connect to existing water line. If water lines need replaced that would be extra, not part of this estimate.
- Install new chrome stops and escutcheons for the toilets, faucets, and kitchen sink.
- Run system to confirm we have no leaks, and that the system is working properly.
- This estimate doesn't include any demo work.
- This estimate is a rough cost for the plumbing repairs that we found during our walk through on 8-14-21. Work will be completed at a time and material rate while doing our best to communicate the changes in cost along the way.

Total Cost \$5,424.00

Thank you.

*Exhibit #2*

**Bill Davis**

---

From: jnefam1@verizon.net  
Sent: Wednesday, September 8, 2021 9:32 AM  
To: jwdavis@davisroose.com  
Subject: Fwd: house in Goshen

Other estimate.

-----Original Message-----

From: Graber Custom <info@grabercustomremodeling.com>  
To: jnefam1@verizon.net  
Sent: Mon, Aug 16, 2021 10:22 am  
Subject: house in Goshen

Jeanna Here is my best guess to do the work to be done. Fix roof leak, put back up porch ceiling and replacing floor by front door. That would also include ceiling repairs as needed and walls that got damaged from water.

	The cost for porch \$700.00	Roof \$3595.00	Foyer and front
door \$6211.00	If you have questions about quote please call, texts, or email	Thank you Stan	Cell 576

596 1657

Exhibit 3

Nichols Roofing Inc  
24540 County Road 36  
Goshen, IN 46526

574-875-7100	
nicholsroofinginc@gmail.com	nicholsroofinginc.com

# Estimate

Date	Estimate #
8/13/2021	977

Name / Address
Jeanne Brunk 4442 Stribling Dr Bealeton, Va 22712

Project
1001 S 8th St

Description	Qty	Rate	Total
Replace rubber roof and bottom courses of shingles. \$640 Replace rubber roof that is rotten along bottom. \$440 Caulk exposed screws. \$40 Replace missing shingles. \$375		1,495.00	1,495.00
<b>Total</b>			\$1,495.00

**CONTRACT FOR THE SALE AND PURCHASE  
OF REAL ESTATE**

THIS CONTRACT made and entered into as of April 7, 2022, by and between JEANNE E. BRUNK, an adult individual of Fauquier County, in the State of Virginia, who is hereinafter referred to as the Seller, and MARIA BENITEZ, an adult individual of Elkhart County in the State of Indiana, who is hereinafter referred to as the Buyer,

WITNESSETH:

1. Sale. The Seller hereby agrees to sell to the Buyer, and the Buyer hereby agrees to purchase from the Seller, according to the terms and conditions hereinafter set out, real estate located in Elkhart County in the State of Indiana, particularly described as follows, to-wit:

Beginning at the Northeast corner of Lot Number Forty (40) in Bissell's Second Addition to the City of Goshen, Indiana; thence West to a point Forty (40) feet East of the Northwest corner of said Lot; thence South Eighty-two (82) feet; thence East to the East line of Lot Number Forty-five (45) in said Addition; thence North to the place of beginning, being part of Lots number Forty (40) and Forty-five (45) in said Addition.

Subject to taxes and assessments, existing easements, easements and restrictions of record and land use regulations.

commonly known as 1001 S. 8<sup>th</sup> St., Goshen, IN 46526 and identified by Parcel No. 20-11-15-159-002.000-015. The sale shall include all improvements thereto either permanently installed or which belong to and are used in connection with the real estate, wherever located, such as electrical or gas fixtures, heating equipment, hot water heater, window shades and venetian blinds and interior shutters, curtains and drapery pulls and fixtures, screens, storm doors and windows and awnings, television and radio antennae, all built-in and drop-in appliances and all permanent carpeting. The Seller warrants that all of the foregoing personal property will be free of all liens and encumbrances at the time of closing.

The Buyer shall take the real estate "as is" as of the date of this CONTRACT. The Seller has not made and does not make any representations as to the physical condition, expenses, operation or any other matter or thing affected by or relating to the real estate, except as specifically set forth in this CONTRACT. However, the Seller specifically advises the Buyer that said real estate is subject to an Order of the City of Goshen Building Commissioner, dated August 23, 2021, a copy of which is attached hereto, that a hearing was held thereon before the City of Goshen Board of Public Works on September 20, 2021, at which the Board of Works extended the time for compliance with yardwork to October 25, 2021, and, in general, until March 7, 2022, but that the March 7, 2022, hearing has been continued to April 11, 2022, at 2:00 p.m. The Buyer acknowledges that all representations which the Seller has made, and upon which the Buyer relies in making this CONTRACT, have been included in this CONTRACT.

**CONTRACT FOR THE SALE AND PURCHASE  
OF REAL ESTATE**

THIS CONTRACT made and entered into as of April 7, 2022, by and between JEANNE E. BRUNK, an adult individual of Fauquier County, in the State of Virginia, who is hereinafter referred to as the Seller, and MARIA BENITEZ, an adult individual of Elkhart County in the State of Indiana, who is hereinafter referred to as the Buyer,

WITNESSETH:

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Subject to taxes and assessments, existing easements, easements and restrictions of record and land use regulations.

commonly known as 1001 S. 8<sup>th</sup> St., Goshen, IN 46526 and identified by Parcel No. 20-11-15-159-002.000-015. The sale shall include all improvements thereto either permanently installed or which belong to and are used in connection with the real estate, wherever located, such as electrical or gas fixtures, heating equipment, hot water heater, window shades and venetian blinds and interior shutters, curtains and drapery pulls and fixtures, screens, storm doors and windows and awnings, television and radio antennae, all built-in and drop-in appliances and all permanent carpeting. The Seller warrants that all of the foregoing personal property will be free of all liens and encumbrances at the time of closing.

The Buyer shall take the real estate "as is" as of the date of this CONTRACT. The Seller has not made and does not make any representations as to the physical condition, expenses, operation or any other matter or thing affected by or relating to the real estate, except as specifically set forth in this CONTRACT. However, the Seller specifically advises the Buyer that said real estate is subject to an Order of the City of Goshen Building Commissioner dated August 23, 2021, a copy of which is attached hereto, that a hearing was held thereon before the City of Goshen Board of Public Works on September 20, 2021, at which the Board of Works extended the time for compliance with yardwork to October 25, 2021, and, in general, until March 7, 2022, but that the March 7, 2022, hearing has been continued to April 11, 2022, at 2:00 p.m. The Buyer acknowledges that all representations which the Seller has made, and upon which the Buyer relies in making this CONTRACT, have been included in this CONTRACT.

2. Payment. In consideration of the undertakings of the Seller, the Buyer hereby agrees to pay to the Seller the sum of Ninety-five Thousand Dollars (\$95,000.00) as follows: the sum of One Thousand Dollars (\$1,000.00) as an earnest payment at or before the time of the execution of this CONTRACT, and the sum of Ninety-four Thousand Dollars (\$94,000.00) at such time as the Seller shall deliver to the Buyer a warranty deed and evidence of title as required of the Seller under the following provisions of this CONTRACT.

3. Taxes. The Seller shall pay the taxes assessed against said real estate in 2021 which are due and payable in 2022, and the taxes assessed against said real estate in 2022, which are due and payable in 2023, shall be prorated as of the date of closing at the last known rate.

4. Possession. The Seller shall put the Buyer in possession of said real estate on the date of closing in the same or in a better condition than said real estate was found on the date of this CONTRACT.

5. Repairs Prior to Closing. In the event that, by order of the Goshen Board of Works or by agreement between the parties, which agreement shall be noted on Schedule A attached hereto, the Seller undertakes to make repairs of the buildings situated upon said real estate prior to closing, the Seller's actual cost of such repairs shall be added to the purchase price and thus reimbursed by the Buyer at closing.

In the event that, in accord with an order of the Goshen Board of Works or not, but by agreement between the parties, which agreement shall be noted on Schedule B attached hereto, the Seller authorizes the Buyer to make repairs to, or cosmetic improvements of, the buildings situated upon said real estate prior to closing, the parties shall determine a price to be paid for such work in the event that, for any reason, this CONTRACT is terminated prior to closing, and such price shall be noted on Schedule B. In the event this CONTRACT is terminated prior to closing, the Seller shall pay the Buyer the agreed price for such repairs or cosmetic improvements, and the promise to pay the agreed price for any such repairs or cosmetic improvements completed by the Buyer prior to the termination of this CONTRACT shall survive such termination. However, if this CONTRACT does not survive or cosmetic improvements made by the Buyer shall have been made for the benefit of the Buyer, and the Seller shall have no obligation to pay for the same at closing or thereafter.

6. Warranty Deed. On the day of closing, the Seller shall deliver to the Buyer a good and sufficient warranty deed conveying title to the Buyer, free and clear of any liens and encumbrances except such as are of public record, zoning ordinances, and such liens and encumbrances as are the obligations of the Buyer under the terms of this CONTRACT.

7. Evidence of Title. The Seller shall obtain and deliver to the Buyer an owner's policy of title insurance in standard ALTA owner's form in an amount equal to the total purchase price of Ninety-five Thousand Dollars (\$95,000.00), insuring the Buyer's interest in title to the real estate as described in said Warranty Deed against all liens except those included in the standard exceptions and ordinary special exceptions (for municipal assessments, governmental land use regulation and ditches) forming a part of such policy. Reasonably in advance of the



date of closing, the Seller shall deliver to the Buyer a copy of the commitment for such policy of title insurance, certified to a date as near the date of closing as reasonably possible; the Seller agrees to clear any reasonable objection of the Buyer to the evidence of title reflected in said commitment for title insurance within a reasonable time after the Seller is notified in writing of such objection. In the absence of objection, delivery of the commitment and payment of the premium for such policy of title insurance shall be a complete discharge of the obligation of the Seller under this section. Notwithstanding the Seller's obligation under this section, if there is a simultaneous issuance of an owner's policy and loan policy, all charges and premiums for both of them shall be paid equally by the parties, and delivery of the commitment for the owner's policy and payment of one-half of the premiums for both of such policies shall be a complete discharge of the obligation of the Seller under this section.

8. Closing. The closing shall take place at a mutually convenient place and at a mutually convenient time not earlier than July 31, 2022, and not later than August 31, 2022. Closing costs, except as otherwise provided for in this CONTRACT, shall be split equally between the parties.

9. Termination. It is understood and agreed between the parties that in the event that fire, windstorm or other casualty shall substantially damage the improvements located upon said real estate, at any time prior to the closing, so that the same shall not be subject to delivery to the Buyer in the condition in which the same now is (or in a better condition if repairs are effected as hereinbefore provided) then this CONTRACT shall terminate, the Seller shall refund the earnest payment of One Thousand Dollars (\$1,000.00) to the Buyer and the parties shall have no further obligation to one another under this CONTRACT.

10. Allocation of Risk. From and including the date of this CONTRACT until the date of closing, the Seller shall bear the full burden of risk with respect to said real estate. Provided that the Seller fulfills all of the obligations of the Seller under the terms of this CONTRACT, the burden of risk shall shift to the Buyer on the date of closing.

11. Remedies. The parties hereto reserve all rights or remedies to which they may be entitled at law or in equity on account of default or breach by any party hereto, and no remedy provided herein shall be deemed exclusive of any other remedy that may be available at law or in equity. The failure or omission of the Seller or of the Buyer to enforce their rights upon any breach of any of the terms of this CONTRACT shall not bar or abridge their rights upon any subsequent breach.

11. Governing Law. This CONTRACT shall be deemed an Indiana contract and shall be controlled and construed in accordance with the laws of the State of Indiana.

12. Nature of this Agreement. It is understood and agreed that the covenants and agreements contained herein shall extend to and be obligatory upon the heirs, legatees, devisees, personal representatives, successors and assigns of the respective parties; that time is of the essence of this agreement; and that the parties hereto have incorporated in this agreement their entire understanding with respect to the purchase and sale of said real estate specifically

integrating and superseding any prior oral agreements or any written agreements relating to the same subject matter which bear a date earlier than the date of this CONTRACT.

IN WITNESS WHEREOF, the parties set their hands to this CONTRACT consisting of four (4) typewritten pages, Schedules A and B attached hereto and the Building Commissioner's Order attached hereto, each fully executed counterpart of which shall constitute an original, as of the day and year first above written.

SELLER:

BUYER:

Jeanne E. Brunk  
Jeanne E. Brunk

Maria Benitez  
Maria Benitez

211 W. WILKINSON ST.  
GOSHEN  
260-350-9458

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. John William Davis, Jr.

This instrument prepared by John William Davis, Jr., DAVIS & ROOSE  
116 E. Clinton St., Goshen IN 46528; telephone: (574) 534-1508.



## ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

August 23, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Jeanne Brunk  
4442 Stribling Drive  
Bealeton, VA 22712

Linda Coddington  
4442 Stribling Drive  
Bealton, VA 22712

RE: Premises at 1001 S. 8<sup>th</sup> Street, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 1001 S. 8<sup>th</sup> Street, Goshen, Indiana, that the building at this location is are in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on June 13, 2019. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was reinspected on May 10, 2021 which showed no significant improvement to the real estate.

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate are in an impaired structural condition that makes it unsafe to a person or property. The property is vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter 1.

The following violations of Section 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

1. The roof is leaking into the interior of the structure and the soffit is damaged and collapsing. (violation of Section 6.3.1.1 (c)).
2. Multiple areas throughout the structure have cracks in the ceilings and walls (violation of Section 6.3.1.1 (b)).
3. The ceiling has collapsed inside the door on the east side of the structure from a significant roof leak. (violation of Section 6.3.1.1 (b)).
4. The floor inside the door on the east side of the structure is severely water damaged and will not hold the proper load required (violation of Section 6.3.1.1 (b)).
5. The foundation is cracked and there are large holes allowing rodents to enter the structure the structure is not weather tight allowing water to leak inside. (violation of Section 6.3.1.1 (b)).
6. There is chipping, peeling, and flaking paint throughout the structure (violation of Section 6.3.1.1 (c)).
7. Wiring in the structure is exposed and not secure (violation of Section 6.3.1.1 (a)).
8. There is trash and debris throughout the structure (violation of Section 6.3.1.1 (b)(1)).

## ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

These violations make the premises at 1001 S. 8<sup>th</sup> Street, Goshen unsafe.

You are ordered to remove the trash, debris, fire hazardous material, or public health hazard in and about the unsafe premises, repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy so that the buildings and structures are in compliance with Title 6, Article 3, Chapter 1 of the Goshen City Code by September 24, 2021. In particular, you are ordered to make the following corrections:

1. Repair or replace leaking roof. A permit for any repairs must be obtained before any work commences.
2. All collapsing soffit on the front porch needs to be repaired and secure.
3. All cracks in the ceilings need to be repaired
4. The water damaged and collapsed ceilings need to be repaired or replaced.
5. Debris needs to be removed and disposed of properly.
6. The water damaged flooring needs to be replaced.
7. Scrape peeling and chipping paint and repaint
8. Secure and repair all exposed electrical wiring.
9. Remove trash and debris from premises.

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

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on Monday, September 20, 2021 at 2:00 p.m. (local time), or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

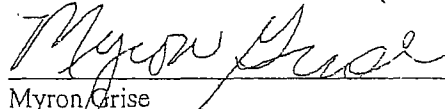
You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will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

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

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

This Order of the City of Goshen Building Commissioner is issued on August 23, 2021

City of Goshen Building Department



Myron Grise  
Building Commissioner

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1001 S. 8<sup>th</sup> Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on August 23, 2021.

To: Jeanne Brunk  
4442 Stribling Drive  
Bealeton, VA 22712

Linda Coddington  
4442 Stribling Drive  
Bealton, VA 22712



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