



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., February 6, 2023

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 Jeremy Stutsman

Approval of Minutes: Jan. 30, 2023

Approval of Agenda

1) Legal Department: Pass and adopt Resolution 2023-03, Authorizing the Purchase of two salt/sand spreaders from W.A. Jones Truck Bodies and Equipment for \$117,952

2) Legal Department: Approve and authorize Mayor Stutsman to execute the agreement with Communication Company of South Bend for the installation of an updated fire alarm system in the City Police and Courts Building at a cost of \$26,136.87

Privilege of the Floor

3) Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 518 East Jefferson St. (Ron Davidhizar, property owner)

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE JANUARY 30, 2023 REGULAR MEETING**

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

Present: Mayor Jeremy Stutsman, Mike Landis, Mary Nichols and Barb Swartley

Absent: None

CALL TO ORDER: Mayor Jeremy Stutsman called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the Jan. 23, 2023 Regular Meeting. Board member Barb Swartley moved to accept the minutes as presented and the motion was seconded by Board member Mary Nichols. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda with the addition of new item #13. *Goshen Theater parking requests for a Feb. 7, 2023 event.* Board member Swartley moved to approve the agenda as suggested. Board member Nichols seconded the motion. Motion passed 4-0.

1) Downtown Goshen, Inc. request: Approval to use six parking spots in front of 216 South Main Street, from 2-10 p.m., on Feb. 3, March 3, and April 7 for First Friday events

Amanda McMahon, event coordinator for Eyedart Creative Studios, asked the Board to allow Downtown Goshen Inc. (DGI) to use six parking spots in front of 216 South Main Street on Feb. 3, March 3, and April 7, from 2 p.m. to 10 p.m., for First Friday activities.

In a written request, Downtown Goshen Inc. staff members stated that affected businesses have been notified and that DGI would need signs posted the morning of each First Friday to reserve the parking spaces. **McMahon** said two spaces were previously requested, but six were actually needed.

Board member Landis asked if DGI would reduce the number of parking spaces if they were not needed for food trucks. **McMahon** responded that she would, but just wanted to request more spaces in case they were needed.

Swartley/Nichols moved to allow Downtown Goshen Inc. (DGI) to use six parking spots in front of 216 South Main on Feb. 3, March 3, and April 7, from 2 p.m. to 10 p.m., for First Friday activities. Motion passed 4-0.

2) Hayden Schmucker request: Approval for the installation of new gravel in the alley next to 1706 Church Street and extension of the gravel driveway to a new outbuilding

Hayden Schmucker, who lives at 1706 Church St. in Goshen, asked the Board to approve the installation of new gravel in the alley next to his residence. He said he has maintained the alleyway for the past four years. He also said he wanted to extend the current graveled alley about 10 feet to a new outbuilding in his yard.

In a written request, **Schmucker** listed other residences that also have gravel parking lots and driveways: 120 N 23rd St., Mount Joy Mennonite Church; 1707 E Lincolnway Ave., M&H Rentals; and 1703 E Lincolnway Ave., Ron Davidhizer property.

There were no City staff comments in response to the request.



Board member Landis asked **City Attorney Bodie Stegelmann** if the Board needed to explain why the Board was permitting these gravel driveways as members used to do in the past. **Stegelmann** said it would make the record clear for the Board to indicate there are nearby buildings and lots with gravel surfaces. He said one of the factors for approval gravel driveways was the impact on the neighborhood and whether there were other gravel driveways. **Swartley/Nichols** moved to approve the installation of new gravel in the alley next to 1706 Church Street and the extension of a gravel driveway to a new outbuilding – approval predicated on the fact there are other properties with gravel surfaces in the area. Motion passed 4-0.

3) Legal Department: Approve Resolution 2023-02, Service Delivery Agreement between County of Elkhart and Goshen Police Department for 2023 Elkhart County Drug-Free Community Funds

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that Resolution 2023-02 would approve the terms and conditions of a Service Delivery Agreement between the County of Elkhart and the Goshen Police Department for 2023 Elkhart County Drug-Free Community Funds and would authorize the Mayor to execute the agreement on behalf of the City.

Marks said the Police Department was awarded \$36,135 in grant funding from the Elkhart County Drug-Free Partnership for the Goshen Police Department's "K9" program. The funds will be used to purchase of a K9 from LaGrange County, a bite suit, and other K9 equipment.

Mayor Stutsman joked that **Police Chief José Miller** said that if any Board members would like to test out the new bite suit, to just let him know.

Swartley/Nichols moved to pass and adopt Resolution 2023-02, Service Delivery Agreement between the County of Elkhart and the Goshen Police Department for 2023 Elkhart County Drug-Free Community Funds. Motion passed 4-0.

4) Utilities Department: Agreement with Peerless Midwest, Inc. for testing for a potential new well field just north of the Goshen Airport

Kent Holdren, Superintendent of City Water Treatment and the Sewer Department, asked the Board to approve an agreement with Peerless Midwest, Inc. for testing at a new well field site. He said this would include testing the quantity and quality of the water, the best location for a well and will help ensure the water is safe to drink.

Mayor Stutsman said the testing will be at a property the City recently purchased near the Goshen Airport.

The tasks to be performed and the total costs for each task are as follows: Water samples, Cost per sample site (\$6,745) and additional laboratory expedite fee (\$1,150) – \$7,895 each; **New well site survey**, Hydrogeologist to meet with IDEM – \$3,500; **2-inch test borings**: First boring approximately 190' deep. – \$7,900, Any subsequent test borings while the rig is on site – \$6,780, Hydrogeologist report – \$8,305, Not to exceed price for six (6) 2" borings/ monitoring wells and report – \$50,105; and **Construction permits**, Total for four wells – \$7,000.

In response to questions from **Board member Landis**, **Holdren** said it is hoped this will be a good location for a well. The **Mayor** said the City would also create a wellfield protection area. **Holdren** added that the water would be stored in the nearby water tower and there are exiting 16-inch water mains the City hopes to tie into.

Swartley/Nichols moved to approve and authorize the agreement with Peerless Midwest, Inc. for testing for a potential new well field just north of Goshen Airport. Motion passed 4-0.



5) Legal Department: Agreement with Jones Petrie Rafinski for a Phase 1 Environmental Site Assessment of 1402 W. Wilden Avenue

Brandy Toms, a paralegal with the City Legal Department, sought the Board's approval for an agreement with Jones Petrie Rafinski (JPR) for a Phase 1 Environmental Site Assessment of 1402 W. Wilden Avenue, a property being acquired by the City. If approved, JPR would be paid \$1,500 for this service.

According to a scope of services proposal, Jones Petrie Rafinski will perform a Phase I Environmental Site Assessment, which will include: a Records Review, Site Reconnaissance, Interviews and Reporting.

JPR previously completed a Phase I Environmental Site Assessment (Project # 2018-0083) of the subject site, which was identified at the time as the Teledata, Inc. facility. The report was prepared for TDI Technologies, Inc. and LDM Investments, LLC. A review of the previously completed Phase I Environmental Site assessment did not identify the presence of any Recognized Environmental Conditions, although there was a recommendation that the former water well (not in use, municipal water connection established in 2003) be properly abandoned, and with the notation that documentation regarding the status of abandonment of a former on-site septic system (also connected to municipal sewer in 2003) was not readily available within the public record.

Swartley/Nichols moved to approve and authorize Mayor Stutsman to execute the agreement with Jones Petrie Rafinski (JPR) for a Phase 1 Environmental Site Assessment of 1402 W. Wilden Avenue, Goshen, at a cost to the City of \$1,500. Motion passed 4-0.

6) Water & Sewer Office: Request to approve unpaid final accounts

Kelly Saenz, Manager of the Goshen City Utilities Office, said that the original amount of unpaid final Water/Sewer accounts for this period, through Sept. 26, 2022, was \$5,241.15. Collection letters were sent out and payments of \$821.45 were collected. The uncollected amount was \$4,419.70. So, Saenz asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs.

Mayor Stutsman asked what percentage of accounts are actually paid after the uncollected final accounts are moved to Collection and Sewer Liens. **Saenz** said that for the sewer accounts, the City collects a good percentage because of the liens and amounts received from the fall and spring taxes. She said that for collection, the city receives less than 20 percent.

In response to a question from **Board member Swartley,** Saenz confirmed that liens are filed on the account holder's property. **Saenz** said liens can be placed for sewer charges, but not for water bills. Saenz said Utilities works with a collection agency on Main Street, but there is not a good collection rate – about 10-15 percent.

Swartley/Nichols made a motion to move the Goshen Water and Sewer Office's uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Motion passed 4-0.

7) Engineering Department: Approve and authorize the Board to execute the Agreement D&M Sangha II, LLC and McCollough Scholten Construction, Inc. for the Completion of the Construction Project at 2611 Peddlers Village Road

City Director of Public Works & Utilities Dustin Sailor told the Board that the property at 2611 Peddlers Village Road has passed its final building inspection and the project is substantially complete except for exterior stabilization work. This final requirement cannot be completed at this time due to weather conditions.



Sailor said the Stormwater Department thus submits Agreements for the Completion of the Construction Project for approval and authorizations for the Board to execute. He said the property owner, D&M Sangha II, LLC, and builder, McCollough Scholten Construction, Inc., agree to complete all stabilization work by June 15, 2023. The expected cost of the work is \$12,000 and a surety check for that amount has been remitted to the Clerk-Treasurer's office.

Swartley/Nichols moved to approve and authorize the Board to execute the Agreement with D&M Sangha II, LLC and McCollough Scholten Construction, Inc. for the Completion of the Construction Project at 2611 Peddlers Village Road. Motion passed 4-0.

8) Engineering Department: Approve and authorize the Board to execute the agreement with Greencroft Goshen, LLC for the Completion of the Construction Project at 2113 Whispering Pines Court

City Director of Public Works & Utilities Dustin Sailor told the Board that the home at 2113 Whispering Pines Court has passed its final building inspection and the project is substantially complete except for exterior stabilization work. This final requirement cannot be completed at this time due to weather conditions.

Sailor said the Stormwater Department thus submits an Agreement for the Completion of the Construction Project for approval from the Board of Public Works. The property owner, Greencroft Goshen, LLC, agrees to complete all stabilization work by June 15, 2023. The expected cost of work is \$1,450 and a surety to guarantee the timely and proper completion of the work is not required.

Swartley/Nichols moved to approve and authorize the Board to execute the Agreement with Greencroft Goshen, LLC for the Completion of the Construction Project at 2113 Whispering Pines Court. The motion passed 4-0.

9) Engineering Department: Authorize Mayor Stutsman to sign the Indiana Department of Environmental Management's Notice of Intent to issue permits for sanitary sewer construction

City Director of Public Works & Utilities Dustin Sailor told the Board that in accordance with Indiana Administrative Code 327-3-2.1-3, a city or town may issue sanitary sewer construction permits as long as the requirements of the Indiana code are followed. He said the City of Goshen has utilized this allowance to streamline construction permit reviews for both local public and private construction projects. The permits are reviewed by an independent third party civil engineer who performs the review service for the City of Goshen and other utilities within the region.

Sailor said every two years, a Notice of Intent (NOI) to issue sanitary sewer construction permits locally must be filed with the Indiana Department of Environmental Management (IDEM). He asked the Board of Public Works to authorize Mayor Stutsman to sign IDEM's NOI.

Swartley/Nichols moved to authorize Mayor Stutsman to sign IDEM's Notice of Intent to issue permits for sanitary sewer construction. Motion passed 4-0.

10) Engineering Department: Approve Change Order No. 6 in the amount of \$217 for The Crossing Subdivision Drainage Improvements, which is a 5.83% increase to the contract price, to allow HRP to complete the above work



City Director of Public Works & Utilities Dustin Sailor told the Board that the City Engineering Department has become aware that Change Order No. 4 was accidentally skipped, and Change Order No. 5 was approved last week. Therefore, there is no Change Order No. 4 for this project.

Sailor said attached to the agenda packet was Change Order No. 6. An existing well was discovered along the side of the newly built access road. He said two wooden 4 x 4 posts with reflectors are needed to protect the well from damage. Each post will be 5 feet above the ground and on either side of the well. He said the contract increase for the two wooden 4 x 4 posts with reflectors is \$217, and brings the new contract change order amount to \$79,584.33, which is a 5.83-percent increase to the contract price. Sailor said this change order, with previous change orders, increases the total project cost to \$1,445,674.56.

Mayor Stutsman asked if an amount this small still needed to be reviewed through a change order. **City Attorney Bodie Stegelmann** said approval was necessary because the total of the change order was almost \$80,000.

In response to a question from **Board member Landis**, **Sailor** said the well on a neighboring property was found during work by the City. Sailor said the City has an easement on the property and the City wants to protect the well.

Swartley/Nichols moved to approve Change Order No. 6 in the amount of \$217 for The Crossing Subdivision Drainage Improvements, which is a 5.83% increase to the contract price, to allow HRP to complete the above work. Motion passed 4-0.

11) Engineering Department: Approve and authorize the Mayor to sign the Quiet Zone Project Initiation form
City Civil Traffic Engineer Josh Corwin told the Board that the City has been notified by the Indiana Department of Transportation (INDOT) that Norfolk Southern should be completing the improvements at the Madison crossing by no later than the end of 2024. As such, Corwin said City staff have re-engaged with the Federal Railroad Administration (FRA) and its consultant to resume the quiet zone application.

Corwin said in December, the FRA recommended that the City begin with a new diagnostic review. As part of the review process, the City must invite all entities that operate along the Marion Line, but Norfolk Southern must be in attendance. He said Norfolk Southern has a project initiation form that must be completed prior to its representatives attending the diagnostic review. The form is attached for approval and authorization for the Mayor to sign. An administration fee is also required for coordination with Norfolk Southern and their consultant.

Corwin said the administration fee covers scope review, equipment verification, diagnostic reviews, NOI response, Quiet Zone contract, SSM verification, NOE response, and train bulletin issuance. He said Norfolk Southern's consultant has informed the City that the company can complete the coordination efforts for \$25,000 or less. Once the project initiation form is completed and submitted, an agreement for the coordination will be developed and once that is executed, the City will be invoiced for a deposit on the contract fee.

Mayor Stutsman asked if this was the last major piece the City has been waiting on for the quiet zone for nine years.

Corwin confirmed that understanding, adding that this was the final process for the approval of a quiet zone. He said the City has been waiting for several years, but this process should be completed by the end of 2024.

In response to a question from **Board member Landis**, **Corwin** said this is for an area south of the City limits to Pike Street. Corwin said private crossings without gates, like one on the Goshen College campus, would not be part of the quiet zone. Still, he said horns only should be used by approaching trains if pedestrians or cars are near crossings.

Swartley/Nichols moved to approve and authorize the Mayor to sign the Quiet Zone Project Initiation form. Motion passed 4-0.



12) Clerk-Treasurer & Utilities Offices: Allow the Clerk-Treasurer's Office and Utilities Office to void \$16,295.39 in outstanding warrants dated on or before Dec. 31, 2020

Deputy Clerk-Treasurer Jeffery Weaver told the Board that attached to the agenda packet were lists of outstanding warrants from the City Clerk-Treasurer's office the City Utilities office and the City Courts office that were dated on or before Dec. 31, 2020. Pursuant to IC 5-11-10.5-3 through 5, Weaver requested permission from the Board to void the attached warrants and record receipts back into the funds from which they were drawn.

Weaver said the State requires the City to take checks older than two years off the City's books.

Schedule A reflected the Utilities Accounts Payable through Dec. 31, 2020, totaling \$4,629.51.

Schedule C reflected the City Accounts Payable through Dec. 31, 2020, totaling \$8,913.09.

Schedule B reflected the Utilities Accounts Payable through December 31, 2020, totaling \$2,752.79.

Weaver said the total was higher than in the past because state auditors recommended that the City Court be included on the list for its Judgement Restitution and Jail Bond refunds.

Mayor Stutsman asked if someone who was owed funds could still seek payment or if they would now lose the opportunity to be paid. **Weaver** said it would be up to the affected City Department to authorize payment if, for example, the department wanted to maintain a good relationship with an individual or business. In that case, Weaver said the Department would need to file a new claim for payment.

Swartley/Nichols moved to allow the Clerk-Treasurer's Office and the Utilities Office to void \$16,295.39 in outstanding warrants dated on or before Dec. 31, 2020. Motion passed 4-0.

13) Goshen Theater requests: Parking access for a Feb. 7, 2023 event

Jerry Peters, Technical Director of the Goshen Theater, asked the Board to approve a series of parking requests related to the Feb. 7, 2023 concert at the theater by Lotus, an instrumental jam band formed at Goshen College which is engaged in a national tour.

Peters requested: 1. Bus parking in the alley south of the theater, noon to midnight; 2. Temporary parking for a 26-foot panel truck in the alley east of the theater – about 30 minutes for load-in during the early afternoon and about 30 minutes for load-out late in the evening; 3. Reserving two adjacent spaces in the City parking lot for the truck to park between load-in and load-out, noon to midnight; and 4. Reserving two parking spaces in front of the theater for hospitality vehicles, noon to midnight.

Mayor Stutsman clarified the bus and truck parking sites. He asked **Police Chief José Miller** if this would be an issue for the Police Department. The Chief said it would not. **Board member Landis** asked what a "hospitality vehicle" was. **Peters** said they were vehicles used to take band or crew members to and from their hotel.

Swartley/Nichols moved to approve the parking requests from the Goshen Theater related to the Feb. 7, 2023 concert at the theater. Motion passed 4-0.

In response to a follow-up question from the **Mayor**, **Peters** said Lotus began at Goshen College about 1999 and now performs throughout the world. **Peters** clarified with the **Mayor** how to reserve the parking spaces on Feb. 7.

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

Mayor Stutsman opened Privilege of the Floor at 2:30 p.m. There were no comments.

At 2:30 p.m., Mayor Stutsman temporarily closed the Board of Works & Safety meeting and convened the City of Goshen Stormwater Board to consider two agenda items.



CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., Jan. 30, 2023

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

Members: Mayor Stutsman, Mike Landis and Mary Nichols

14) Stormwater Department: Accept the post-construction stormwater management plan for Genesis Products, Inc. Plant 10 as it has been found to meet the requirements of City Ordinance 4329

City Director of Public Works & Utilities Dustin Sailor told the Board that the developer of Genesis Products, Inc. Plant 10, affecting one or more acres of land and located at 1846 Eisenhower Drive South, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." **Sailor** said the Stormwater Department requested the Stormwater Board's acceptance of the post-construction stormwater management plan for Genesis Products, Inc. Plant 10 as it has been found to meet the requirements of City Ordinance 4329.

Nichols/Landis moved to accept the post-construction stormwater management plan for Genesis Products, Inc. Plant 10 as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

15) Stormwater Department: Accept the post-construction stormwater management plan for Keystone RV Plant #23 - Building Addition as it has been found to meet the requirements of City Ordinance 4329

City Director of Public Works & Utilities Dustin Sailor told the Board that the developer of Keystone RV Plant #23, -Building Addition, affecting one or more acres of land and located at 2694 Hackberry Drive, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." **Sailor** said the Stormwater Department requested the Stormwater Board's acceptance of the post-construction stormwater management plan for Keystone RV Plant #23 - Building Addition as it has been found to meet the requirements of City Ordinance 4329.

Nichols/Landis moved to accept the post-construction stormwater management plan for Keystone RV Plant #23 - Building Addition as it has been found to meet the requirements of City Ordinance 4329. The motion passed 3-0.

Mayor Stutsman adjourned the City of Goshen Stormwater Board and reconvened the Board of Works & Safety meeting at 2:32 p.m.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Stutsman adjourned the Board of Works meeting at 2:33 p.m.



EXHIBIT #1: A memorandum and area photo-diagram prepared by Jerry Peters, Technical Director of the Goshen Theater, explaining a series of parking requests related to the Feb. 7, 2023 concert at the theater by Lotus, an instrumental jam band. These materials were in support of added agenda item #13.

Mayor Jeremy P. Stutsman

Mike Landis, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Resolution 2023-03 – Authorizing the Purchase of 2 salt/sand spreaders
Date: February 6, 2023

Attached for the Board's approval is Resolution 2023-03 Authorizing the Purchase of two (2) salt/sand spreaders. The City solicited for this purchase under Solicitation Number B-2022-006 in December 2022, however, did not receive a responsive offer. IC 5-22-10-10 allows the City to make a special purchase when another purchasing method described in IC 5-22 has failed to produce a responsive offer. The City obtained a quote from W.A. Jones Truck Bodies and Equipment for the sum of One Hundred Seventeen Thousand Nine Hundred Fifty-Two Dollars (\$117,952.00).

Suggested Motion:

Move to pass and adopt Resolution 2023-03 Authorizing the Purchase of two (2) salt/sand spreaders from W.A. Jones Truck Bodies and Equipment for the sum of One Hundred Seventeen Thousand Nine Hundred Fifty-Two Dollars (\$117,952.00).

**BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2023-03**

**Authorizing the Purchase of 2 Spreaders
From W.A. Jones Truck Bodies & Equipment**

WHEREAS the City of Goshen through its purchasing agent may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor.

WHEREAS Indiana Code § 5-22-10-10 allows the City to make a special purchase when the Board of Public Works and Safety has solicited for a purchase under another purchasing method described in Indiana Code § 5-22 and has not received a responsive offer.

WHEREAS the City solicited for the purchase of 2 single axle dump trucks with optional salt/sand spreaders, under Solicitation Number B-2022-006 in December 2022, notice was provided under Indiana law, and offers were due January 9, 2023.

WHEREAS, the City received no offers under Solicitation Number B-2022-006.

WHEREAS, City staff located 2 salt/sand spreaders substantially meeting its specifications at W.A. Jones Truck Bodies & Equipment.

WHEREAS, the City wishes to purchase the 2 salt/sand spreaders from W.A. Jones Truck Bodies & Equipment.

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

(1) The City of Goshen, through its Fleet Manager, is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-10, as the City did not receive any responsive or responsible bids during an open bid invitation.

(2) The special purchase of 2 salt/sand spreaders shall be made from W.A. Jones Truck Bodies & Equipment, Quote No.: MACQ5306, dated January 27, 2023, for the sum of One Hundred Seventeen Thousand Nine Hundred Fifty-Two Dollars (\$117,952.00), pursuant to the Quotation attached to this Resolution.

(3) 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.

[Continued on following page].

PASSED by the Goshen Board of Public Works and Safety on February 6, 2023.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

QUOTATION FOR

Goshen Central Garage
Carl Gaines
320 Steury Ave
Goshen, IN 46528

E-Mail: carlgaines@goshencity.com

Phone: 574-534-3703

Fax: 574-534-4281

Delivery:

Quote # MACQ5306

Date: 1/27/2023

Salesman: Denny McIntyre

Description

Spreader Please See Filled In Spreader Specifications
monroe Mcv-120-84-50 Combination Unit
10' Length 84" Sidth 50' Height
Dual Auger Discharge
Construction 201 Stainless Steel
Speed Sensor
450 Gallon Of Liquid
Top Grrates With Lock Kit
Inverted V Kit
Leg Kit With Platform
Spinner
Full Chute Spinner Enclosure
Ladder Kit
Rubber Spill Shield
Bearing Greese Extension
Tovar Light Kit
Rear Mounted Material Protector If Needed.
Chassis Mounted Hydraulic Cartarges To Operate Anti Ice.

Qty	Unit Price	Ext. Price
2	\$58,976.00	\$117,952.00

SubTotal \$117,952.00

Sales Tax \$0.00

Total \$117,952.00

We appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please advise us. This quote shall be valid for a period not to exceed 30 days. THANK YOU. W. A. JONES TRUCK BODIES & EQUIPMENT



CITY OF GOSHEN LEGAL DEPARTMENT

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

February 6, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Communication Company of South Bend for the installation of an updated fire alarm system in the City of Goshen's Police and Courts Building.

Attached for the Board's approval, and to authorize Mayor Stutsman to execute, is an agreement with Communication Company of South Bend for the installation of an updated fire alarm system in the Police and Courts Building. The upgrade will include replacement of all smoke and heat detectors, installation, CAD's, engineering, final connections, programming and testing. The City is already under contract with Communication Company of South Bend for test and inspection of the fire alarm system components, therefore, it was not necessary to seek quotes from other vendors for this work. The cost of this upgrade is \$26,136.87 and the work will be completed within 120 days from receiving a fully executed agreement.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with Communication Company of South Bend for the installation of an updated fire alarm system in the City of Goshen's Police and Courts Building at a cost of \$26,136.87.

AGREEMENT

With Communication Company of South Bend for Installation of an Upgraded Fire Alarm System in City of Goshen's Police and Courts Building

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Communication Company of South Bend** ("Contractor"), whose mailing address is 5320 South Main Street, South Bend, IN 46614, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

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

Section 1. Contractor Duties

Contractor shall provide City the services for the installation of an upgraded fire alarm system in City of Goshen's Police and Courts Building, which services are more particularly described in Contractor's January 20, 2023 proposal 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 proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Contractor's Duties under this agreement include:

- A. Intelligent device loop card or card
- B. Manual dual action stations
- C. Optical smoke
- D. Optical smoke detectors
- E. Heat detectors
- F. All detector base assemblies, relay bases, duct housings with relays as required
- G. Single/dual input monitor modules with relays as required
- H. Remote testing
- I. All labor and material required to complete the system
- J. Installation/programming devices and services
- K. CAD's and engineering services
- L. Testing as required per NFPA 72

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City but shall be completed within 120 days from receipt of a fully executed copy of this agreement.

Section 3. Compensation

City agrees to compensate Contractor the sum of Twenty-Six Thousand One Hundred Thirty-Six Dollars and Eighty-Seven Cents (\$26,136.87) for performing all Duties.

Section 4. Payment

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

City of Goshen
c/o Goshen Maintenance Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

- (B) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) 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, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 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. Warranty

Manufacturer's warranty shall apply to all materials parts and products. Contractor shall warranty all labor and installation work for a period of one (1) year from the date of installation.

Section 8. 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.
- (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 9. 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 10. 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 11. 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 12. 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 13. 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 14. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 15. 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 16. 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 17. 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 18. 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: Communication Company of South Bend
Attention: Jordan Hile
5320 South Main Street
South Bend, IN 46614

Section 19. 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 20. 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 21. 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 22. 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 maybe deemed a material breach of agreement.

Section 23. 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 24. 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 25. 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 26. Entire Agreement

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

Section 27. 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.

[This space intentionally left blank]

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

Communication Company of South Bend

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



Job Name:	Goshen Police Department - Fire Alarm Device Upgrade - Installed	Presented By:	Jordan Hile
Job Street Address:	111 East Jefferson St	Title:	Education Account Manager
City, State, Zip:	Goshen, IN 46528	Phone, ext:	(574)299-0020
Customer:	City Of Goshen	E-Mail:	jhile@communication-co.com
Name and Title:	Jeff Halsey	Date:	January 20, 2023
Ph. / Fax:	(574)534-2201		

Project Goal and Scope of Work

Communication Company is pleased to provide the following proposal to the Goshen Police Department. This proposal is designed with the intended goal to replace the field devices currently installed on the Siemens fire alarm system.

This proposal includes all material, licensing, programming, warranty, installation, internal services by Communication Company to provide a complete system solution.

Please do not hesitate to contact me with any questions or concerns regarding this proposal or the intended scope of work!

Thank you for allowing Communication Company the opportunity to provide you with a solution to meet your needs.

Fire Alarm Installed

CCSB will provide all Product for the Installation of a complete Fire Alarm System as per the Design.

CCSB will provide Installation, CAD's, Engineering, Final Connections, Programming, Testing.

NOTES:

1. There are Two Loops in the building that will require changes.
2. The Devices on each loop **SHALL** be replaced separately to minimize down time.
3. All Devices **SHALL** be replaced.
4. Any additional upgrades done above and beyond this contract **SHALL** be billed in addition to this contract.

Provided by Others:

1. Fire Watch
2. All AC Power
3. All Boxes, Conduits
4. Wire Pathways

System Components

QTY	Manufacturer	DESCRIPTION
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QUOTATION: 21452
 Communication Company
 5320 South Main Street
 South Bend, IN 46614
 Phone 574-299-0020

1.00	Siemens	INTELLIGENT DEVICE LOOP CARD(2 LOOPS/252 ADDRESSES TOTAL)ONE CARD SLOT CC-5/CC-2
7.00	Siemens	MANUAL STATION -DUAL ACTION
45.00	Siemens	OPTICAL SMOKE
3.00	Siemens	HEAT DETECTOR
46.00	Siemens	6" DETECTOR BASE ASSY
2.00	Siemens	RELAY BASE
1.00	Siemens	Dual Input Monitor Module
2.00	Siemens	Single Input Monitor Module with Relay
1.00	Siemens	Single Input Monitor Module
3.00	Siemens	DUCT HOUSING - 2 WIRE WITH RELAY
3.00	Siemens	OPTICAL SMOKE DETECTOR
3.00	Siemens	REMOTE TEST AND KEYSWITCH
3.00	Siemens	ST-50 5FT SAMPLING TUBE
1.00	CCSB	Misc - Labor 100% Test as required per NFPA 72
1.00		CAD
1.00		Engineering Services
1.00		Installation Services
1.00		Programming Services Devices
1.00		Training Services
1.00		Project Management Services
1.00		Programming Services Panel
1.00		Installation Services Testing
1.00		Misc Material 6% Siemens Surcharge
1.00		Warranty/Freight

System Pricing

Material:	\$11,284.31
Installation & Implementation:	\$14,852.56
Total:	\$26,136.87



QUOTATION: 21452
Communication Company
5320 South Main Street
South Bend, IN 46614
Phone 574-299-0020

Terms and Conditions:

- The signing of this proposal declares Communication Company may proceed with the stated project and that the owner or owner's representative agrees to the scope of work and terms and conditions of this proposal. If your company requires a valid purchase order number prior to commencing work, please submit with signed proposal.
- All equipment installation, terminations, and testing is scheduled during standard business hours, Monday through Friday from 7:00am until 3:30pm. Any worked performed beyond normal hours at the request of the owner or owner's representative will incur added expense which the owner will be responsible for.
- Customer will provide reasonable access to each location to allow an uninterrupted work schedule during the standard workday. If during a scheduled working day our technician is required to suspend work due to the owner or owner's representative's request, an additional charge will occur at the owner's expense.
- Pricing is based on all internal walls free and clear of any obstructions or support which may hinder fishing cable. We have performed a reasonable evaluation to determine costs associated with this project. If during the course of implementing the solution we come across a situation that could not have been foreseen prior to providing pricing, then a change order may be required to continue the install.
- Pricing is based on the quantities and product listed in this proposal if product, quantities or jobsite conditions vary pricing will change.
- Pricing does not include any costs associated with tenting, or asbestos removal for infection control unless explicitly stated in the CCSB Responsibilities above.
- Pricing does not reflect any phasing of the project. Our pricing is based on the information provided to us and does not include any interruptions to the schedule.
- All conduits, terminal cabinets, back box installation and any 110VAC are the responsibility of the owner's choice electrical contractor.
- All 110VAC should meet the NFPA 99 code for Life Safety, Critical, and General branch circuits
- All network electronics to be provided and installed by customer.
- This proposal does not include or warranty the condition of the customer's existing equipment or version of software.
- This proposal does not include any costs associated with permits which may be required. Any required permits are the responsibility of the owner.
- Price valid for sixty (60) days.
- Net 30 Days.
- F.O.B. Destination.
- Initial billing of 20% will be done upon contract acceptance.
- Progressive off site billings are done as debt is incurred by Communication Company.
- Communication Company guarantees all prices for 60 days.
- All change orders must be written and signed by the owner or owner's representative.
- Restocking received material within 30 days of receipt will reflect a minimum restocking charge of 30% if available from manufacturer for return.
- All programming requests must be in writing and approved by owner or owners representative and additional charges may apply.
- Prices shown do not include sales tax or any taxes imposed on the sale of goods. Buyer agrees to reimburse seller of any such tax or furnish tax Exempt number and or certificate.
- Auto Cad files furnished in electronic format to CCSB for modification at no additional cost.

Warranty:

Communication Company of South Bend, Inc. warranties the quality of the workmanship for a period of one year after final installation. We honor the original manufacturer's equipment warranty for up to twelve months after installation. All services performed during the warranty period are during normal business hours of between 7:00am and 3:30pm EST. Equipment hardware or software modified, added to or serviced by a technician other than a Communication Company employee voids all warranties associated with system. Damage through misuse, abuse, or acts of God shall not be subject to this warranty. Communication Company is not responsible for loss of customer content. Extended warranties beyond our standard warranty are available upon request.

By the signing of this proposal or the issuance of a purchase order the above listed customer is in agreement with this proposal in its entirety.

Customer Representative (Print Name) _____.

By (Signature): _____ Date : _____

Title: _____.



CITY OF GOSHEN LEGAL DEPARTMENT
Matt Lawson, Assistant City Attorney

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

mattlawson@goshencity.com • www.goshenindiana.org
Phone (574) 537-3807 • Fax (574) 533-8626 • TDD (574) 534-3185

MEMO

TO: Board of Public Works and Safety
FROM: Matt Lawson, Asst. City Attorney
DATE: February 3, 2023
RE: Building Commissioner Order - 518 E. Jefferson St., Goshen, Indiana 46528

A hearing will be held before the Goshen Board of Public Works and Safety on **Monday, February 6, 2022 at 2:00 p.m.**, or soon thereafter, for the purpose of reviewing the attached Order of the City of Goshen Building Commissioner regarding the property located at 518 E. Jefferson St., Goshen, Indiana 46528. The September 30, 2022, Notice of Violation and corresponding inspection photographs are also attached.

The Board of Public Works and Safety needs to determine whether the house is unsafe and decide whether to affirm, modify, or rescind the Building Commissioner's Order.

Please let me know if you have any comments, questions, or further instruction for me at this time.

Respectfully,

A handwritten signature in black ink that reads "Matt Lawson".

Matt Lawson
Asst. City Attorney
P: 574-537-3807
mattlawson@goshencity.com

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

December 21, 2022

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

TO: RON DAVIDHIZAR
203 Middlebury St.
Goshen, IN 46528

OCCUPANT
518 E. Jefferson St.
Goshen, IN 46528

RE: Premises at 518 E. Jefferson St., Goshen, Indiana 46528

You are notified as a person holding a substantial property interest in the real estate at **518 E. Jefferson St., Goshen, Indiana 46528**, that the building or structure at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on **September 14, 2022**. Violations of the Accumulation of Materials, Building Code, and Neighborhood Preservation Ordinance code sections were cited. The real estate was reinspected on **September 29, 2022** and again on **October 14, 2022**, 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 the building or structure on the real estate is: (1) in an impaired structural condition that makes it unsafe to a person or property; (2) a fire hazard; (3) a public health hazard; (4) dangerous to person or property because of one or more violations of Goshen City Code Title 6 concerning building condition or maintenance; and/or (5) vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6.

The following thirteen (13) violations of Title 6 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

VIOLATIONS OF TITLE 6, ARTICLE 1 - BUILDING CODE			
#	DESCRIPTION	CODE SECTION VIOLATED	CORRECTIVE ACTION ORDERED
1	A permit shall be obtained before a person begins to construct, alter, remodel, rehabilitate, or add to any building or structure, or the placement of a mobile home.	§6.1.1.7(a) Building Permit Required	A permit shall be obtained before a person begins work or new or altered electrical, mechanical or plumbing systems. The required permits and fees are set forth in the current Building Department Fee Ordinance
VIOLATIONS OF TITLE 6, ARTICLE 3 - NEIGHBORHOOD PRESERVATION			
#	DESCRIPTION	CODE SECTION VIOLATED	CORRECTIVE ACTION ORDERED
2	There were no working smoke detectors.	§6.3.1.8(g) Smoke Detectors Operable Condition	Batteries and/ or detectors need to be replaced. Detectors need to be replaced every ten years.
3	There was soft, deteriorating wood on the front porch. The building has one or more porches that are not capable of supporting the load that normal use may cause to be placed on them. There was soft, deteriorating wood on the front porch. The stairs on the porch were in disrepair.	§6.3.1.1(e) Stairs and Porches – Exterior	All damaged wood needs to be removed and replaced with like material. The damaged concrete needs to be removed and stairs replaced.
4	The building has not been kept in good repair. There was damage to the downstairs bedroom ceiling. There was significant damage to the upstairs closet wall.	§6.3.1.1(b) Privacy, Weather Tight, Good Repair – Interior	The damaged plaster in the downstairs bedroom needs to be repaired and properly re-coated. The missing portion of upstairs closet wall needs to be replaced to make weathertight and rodent proof.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

5	There was peeling paint/ plaster on the bathroom ceiling.	§6.3.1.1(g) Unpainted Surfaces – Interior	All flaking paint and any loose plaster must be removed and surface properly re-coated.
6	The building's wall has not been kept reasonably weather tight and rodent proof. The building has not been kept in good repair. There was significant damage to the front of the dwelling from a downed tree.	§6.3.1.1(b) Privacy, Weather Tight, Good Repair – Exterior	All damaged wood siding must be removed and replaced with like material to make weathertight and rodent proof. All surfaces shall be properly re-coated for protection against the elements.
7	The dwelling unit at the above cited address is using extension or flexible cords for permanent wiring. Extension or flexible cords are running through doors, under carpets.	§6.3.1.5(h) Extension or Flexible Cords	Cords need to be removed to eliminate fire hazard.
8	There was an outlet in the upstairs bedroom that was inoperable. The basement was flooded with six inches of water due to a possible plumbing malfunction.	§6.3.1.1(a) Safe and Satisfactory Condition of Facility, Equipment Utility	The electric needs to be assessed and outlet repaired or replaced so it functions as designed. The plumbing needs to be assessed and repaired. All water shall be removed from the basement.
9	The building has one or more handrails that have not been firmly fastened and capable of supporting normally imposed loads and have not been maintained in good condition.	§6.3.1.1(f) Handrail – Interior	The basement handrail was loose and needs to be securely fastened to the wall.
10	The building has windows and exterior doors that have not been kept reasonably weather tight and in good repair. The front door had broken windows. There were several broken windows.	§6.3.1.1(d) Windows and Doors	The glass needs to be replaced to make weathertight and rodent proof. All broken glass needs to be replaced to make weathertight and rodent proof.
11	Smoke detectors shall be located in each room used for sleeping purposes and in the common living area on each floor, including the basement.	§6.3.1.8(b) Smoke Detectors in Rooms	Batteries and/ or detectors need to be replaced. Detectors need to be replaced every ten years.
12	Unable to access basement due to high water.	§6.3.1.10(c) Rental Inspection	Need access to basement to inspect.
VIOLATIONS OF TITLE 6, ARTICLE 10 - ACCUMULATION OF MATERIALS			
#	DESCRIPTION	CODE SECTION VIOLATED	CORRECTIVE ACTION ORDERED
13	An accumulation of materials, namely wood products and rubbish, on the real estate of the above cited property creates a harborage for rodents or insects. There was roofing materials that had been discarded in the front yard.	§6.10.1.4(b)(2) Accumulation of Materials - Harborage for Rodents	The roofing and other materials discarded in the front yard need to be removed.

These violations make the premises at 518 E. Jefferson St., Goshen, Indiana 46528 unsafe.

You are ordered to vacate the unsafe building and to repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy or use by completing all repairs set forth in the “Corrective Action Ordered” section of the table, above so that the building and/or structure is in compliance with Title 6 of the Goshen City Code by **January 31, 2022.**

In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, but not limited to, 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, February 6, 2022 at 2:00 p.m.,** 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,

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

Page 3 of 3

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.

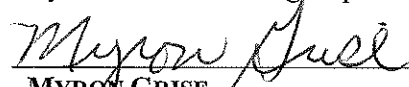
Indiana Code §36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building affected by this Order, 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 building and/or premises, along with written copies of the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished. 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 Building Commissioner is issued on **December 21, 2022**.



GOSHEN BUILDING DEPARTMENT
204 E. Jefferson St., Suite 5
Goshen, IN 46528
Website: building@goshencity.com

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 518 E. Jefferson St., Goshen, Indiana 46528, was served by sending a copy via certified mail, return receipt requested, and via regular first-class mail to the last known address of the following persons to be notified on **December 21, 2022**.

RON DAVIDHIZAR
203 Middlebury St.
Goshen, IN 46528

OCCUPANT
518 E. Jefferson St.
Goshen, IN 46528



MATT LAWSON
Asst. City Attorney
City of Goshen



Code Enforcement

City of Goshen

204 E Jefferson St ● Goshen, Indiana 46528

574-534-1811 ● ● building@goshencity.com

www.goshenindiana.org/building-department

FINAL NOTICE

September 30, 2022

Ron Davidhizar
203 Middlebury St
Goshen, IN 46528

RE: 518 E Jefferson St, Violation # 22-1251-NHP
201110352006000015

Dear Property Owner:

Our latest inspection revealed that there has been little or no compliance to our first letter dated 9/29/2022 requesting that you make repairs to the above-referenced property.

Therefore, we have no alternative but to turn this matter over to our Legal Department. However, you may still contact me to discuss what more can be done to prevent legal action taken against you.

For your review, the table below shows outstanding violation(s) and the specific code, as set out in the Neighborhood Preservation Ordinance.

6.10.1.4(b)(2)

Accumulation of Materials - Harborage for Rodents

NPO

Allow an accumulation of materials on real estate or on a residential porch or patio if the accumulation creates a harborage for rodents or insects. Such materials include, but are not limited to brush, metals, rubber, concrete, plastics, wood products, cardboard boxes, garbage, litter, trash, refuse and rubbish.

An accumulation of materials, namely wood products and rubbish, on the real estate of the above cited property creates a harborage for rodents or insects. There was roofing materials that had been discarded in the front yard. The materials need to be removed.

6.3.1.8(g)

Smoke Detectors Operable Condition

NPO

At every change of tenant in a rental unit, it shall be the responsibility of the owner, manager or agent to test and ascertain that the approved smoke detectors are in operable condition. It is the tenants' responsibility to replace batteries, as needed, while they occupy the unit, and report to the owner, manager, or agent any repairs needed by any smoke detectors.

There were no working smoke detectors. Batteries and/ or detectors need to be replaced. Detectors need to be replaced every ten years.

6.3.1.1(e)

Stairs and Porches - Exterior

NPO

Every inside and outside stair, every porch, and every appurtenance thereto shall be so

constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be kept in sound condition and good repair. Other than surface rust, metal fire escapes shall be maintained in a rust free condition.

The building has one or more porches that are not capable of supporting the load that normal use may cause to be placed on them. There was soft, deteriorating wood on the front porch. All damaged wood needs to be removed and replaced with like material.

The building has one or more porches that are not capable of supporting the load that normal use may cause to be placed on them.

- 1.) There was soft, deteriorating wood on the front porch. All damaged wood needs to be removed and replaced with like material.
 - 2.) The stairs on the porch were in disrepair. The damaged concrete needs to be removed and stairs replaced.
-

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

NPO

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

The building has not been kept in good repair.

- 1.) There was damage to the downstairs bedroom ceiling. The damaged plaster needs to be repaired and properly re-coated.
 - 2.) There was significant damage to the upstairs closet wall. The missing portion of wall needs to be replaced to make weathertight and rodent proof.
-

6.3.1.1(g) Unpainted Surfaces - Interior

NPO

All wood and metal surfaces, including but not limited to, window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. All painted surfaces shall be properly coated and weather tight.

There was peeling paint/ plaster on the bathroom ceiling. All flaking paint and any loose plaster must be removed and surface properly re-coated.

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

NPO

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

The building's wall has not been kept reasonably weather tight and rodent proof. The building has not been kept in good repair. There was significant damage to the front of the dwelling from a downed tree. All damaged wood siding must be removed and replaced with like material to make weathertight and rodent proof. All surfaces shall be properly re-coated for protection against the elements.

6.3.1.5(h) Extension or Flexible Cords

NPO

Extension or flexible cords shall not be used for permanent wiring. Extension or flexible cords shall not run through doors, under carpets, or concealed within walls, floors or ceilings.

The dwelling unit at the above cited address is using extension or flexible cords for permanent wiring. Extension or flexible cords are running through doors, under carpets. Cords need to be removed to eliminate fire hazard.

6.3.1.1(a)**Safe and Satisfactory Condition of Facility, Equipment, Utility**

NPO

Every supplied facility, piece of equipment, or utility which is required under this Code Article shall be so constructed or installed that it will function safely and effectively, and shall be maintained in satisfactory working condition. All electrical systems, fuel connections, mechanical systems or plumbing systems must be in property working order and maintained in a manner that the systems will work safely.

- 1.) There was an outlet in the upstairs bedroom that was inoperable. The electric needs to be assessed and outlet repaired or replaced so it functions as designed.
- 2.) The basement was flooded with six inches of water due to a possible plumbing malfunction. The plumbing needs to be assessed and repaired. All water shall be removed from the basement..

6.3.1.1(f)**Handrail - Interior**

NPO

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

The building has one or more handrails that have not been firmly fastened and capable of supporting normally imposed loads and have not been maintained in good condition. The basement handrail was loose and needs to be securely fastened to the wall.

6.3.1.1(d)**Windows and Doors**

NPO

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

The building has windows and exterior doors that have not been kept reasonably weather tight and in good repair.

- 1.) The front door had broken windows. The glass needs to be replaced to make weathertight and rodent proof.
- 2.) There were several broken windows. All broken glass needs to be replaced to make weathertight and rodent proof.

6.3.1.8(b)**Smoke Detectors in Rooms**

NPO

Smoke detectors shall be located in each room used for sleeping purposes and in the common living area on each floor, including the basement.

6.3.1.10(c)**Rental Inspection**

NPO

After application for a registration receipt has been submitted to the Building Department, an Inspection Officer shall conduct an inspection of each rental unit to ascertain that the facility conforms to all requirements of this Code Article, any other applicable ordinance, and all applicable laws of the State of Indiana. The owner or the owner's representative shall be entitled to seventy-two (72) hours written notice from the Inspection Officer prior to conducting the inspection. In the event that the owner, or the tenant if occupied, refuses to allow the Inspection Officer to conduct the inspection, the Inspection Officer shall apply for a warrant to make the inspection in accordance with Indiana Code § 36-7-9-16.

Unable to access basement due to high water. Need access to basement to inspect.

6.1.1.7(a)**Building Permit Required**

GCCO

A permit shall be obtained before a person begins to construct, alter, remodel, rehabilitate, or add to any building or structure, or the placement of a mobile home. A permit shall be obtained

before a person begins work on new or altered electrical, mechanical or plumbing systems. The required permits and fees are set forth in the current Building Department Fee Ordinance.

If you are not the owner or manager of this property, please contact us at (574) 534-1811 as soon as possible to correct our records. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Conrad", with a horizontal line underneath it.

Ryan Conrad
Rental Inspector
5745373822
ryanconrad@goshencity.com



9/14/2022: 9:16:09 AM



9/14/2022: 9:15:27 AM



9/14/2022: 9:13:58 AM





















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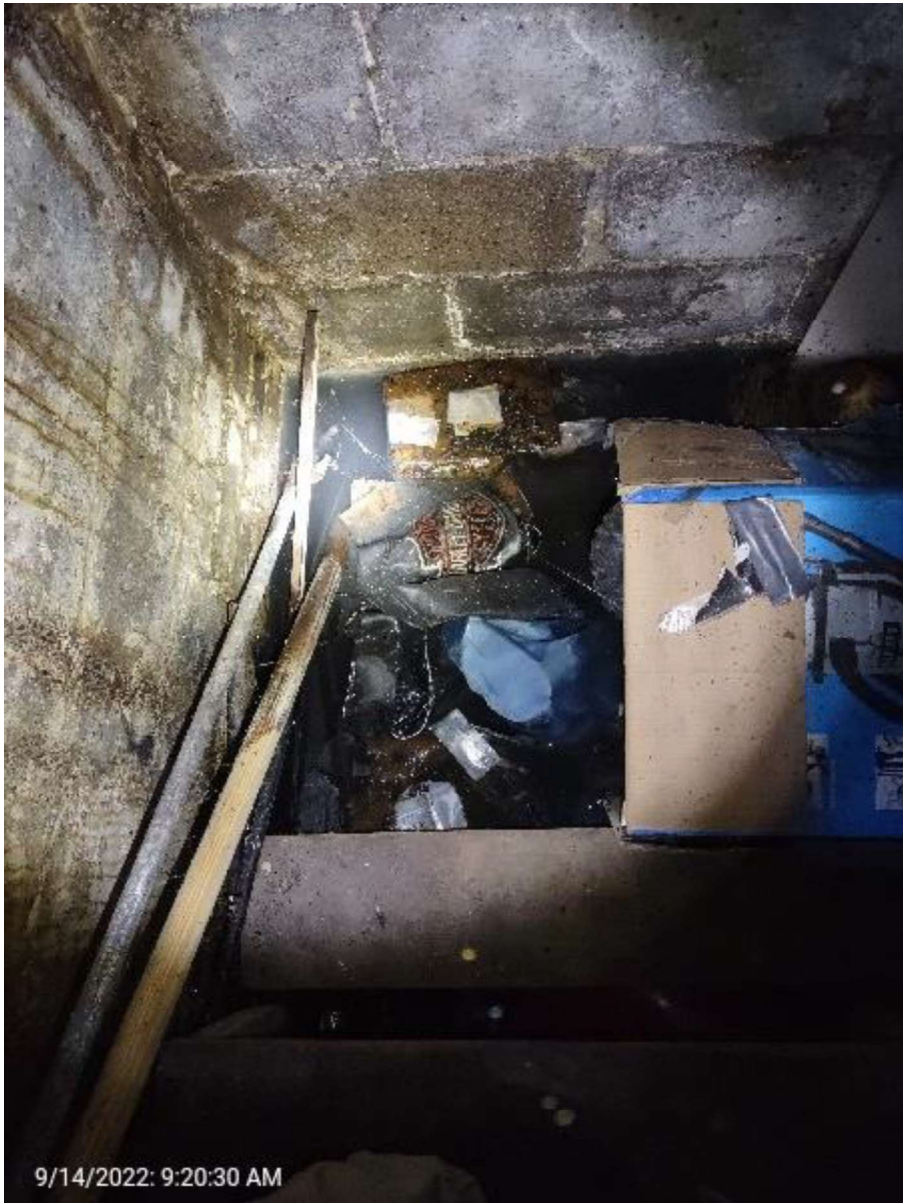
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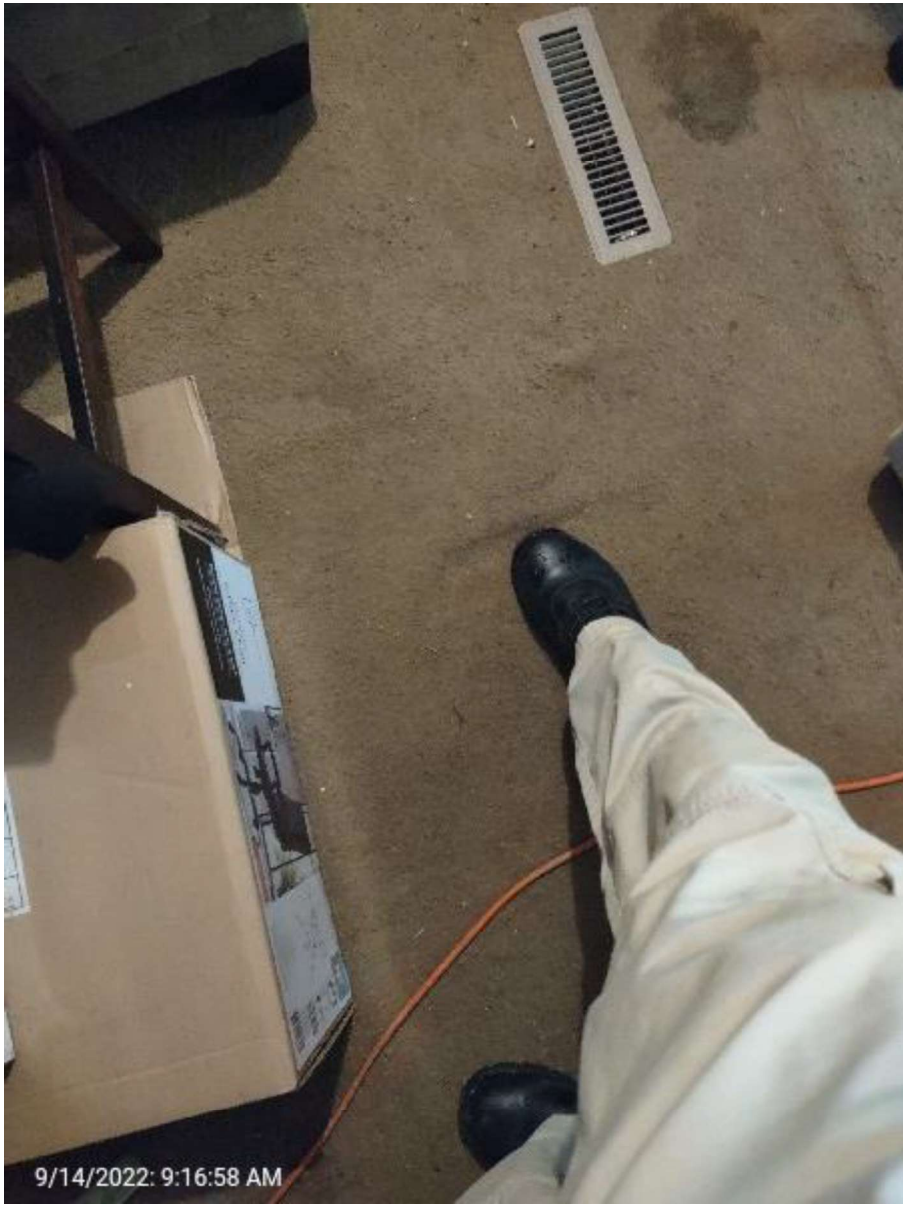




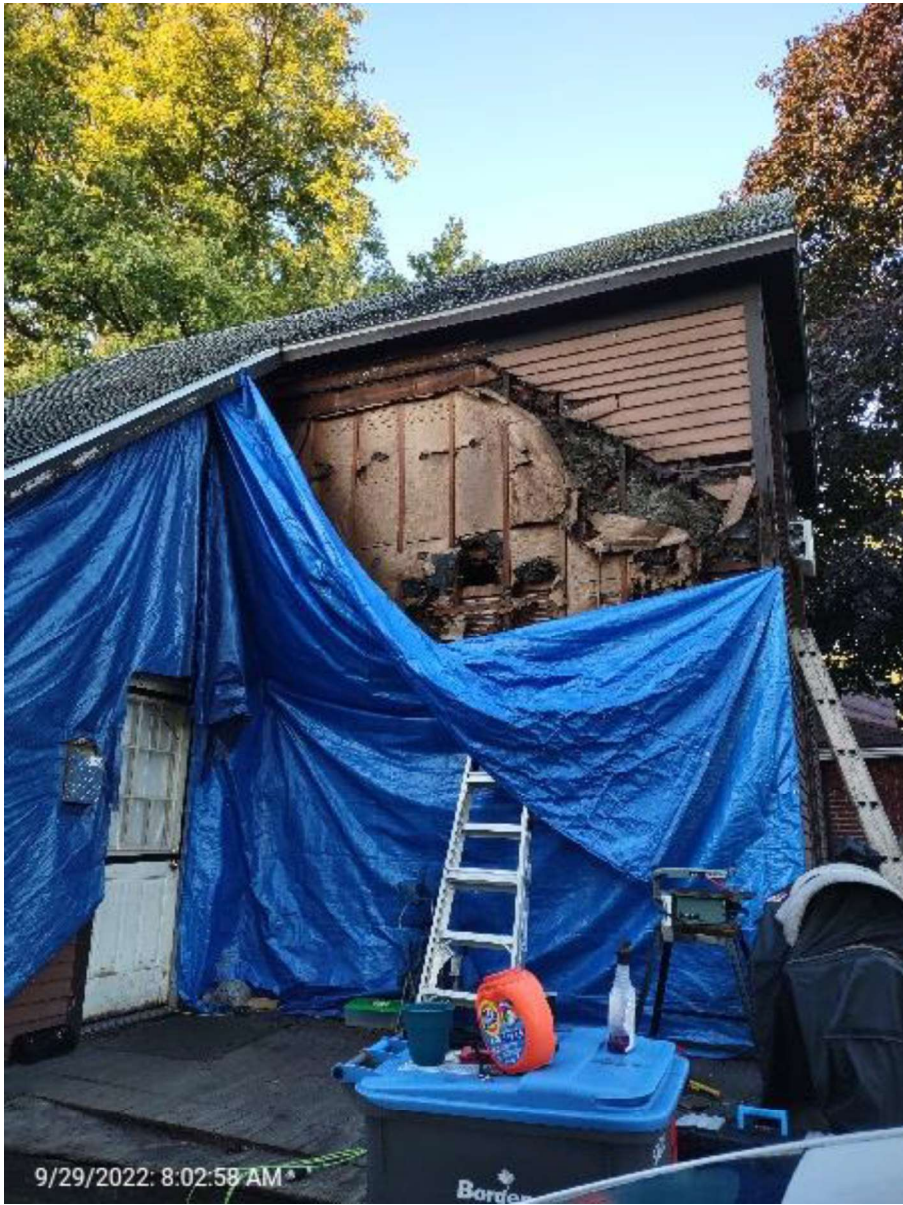




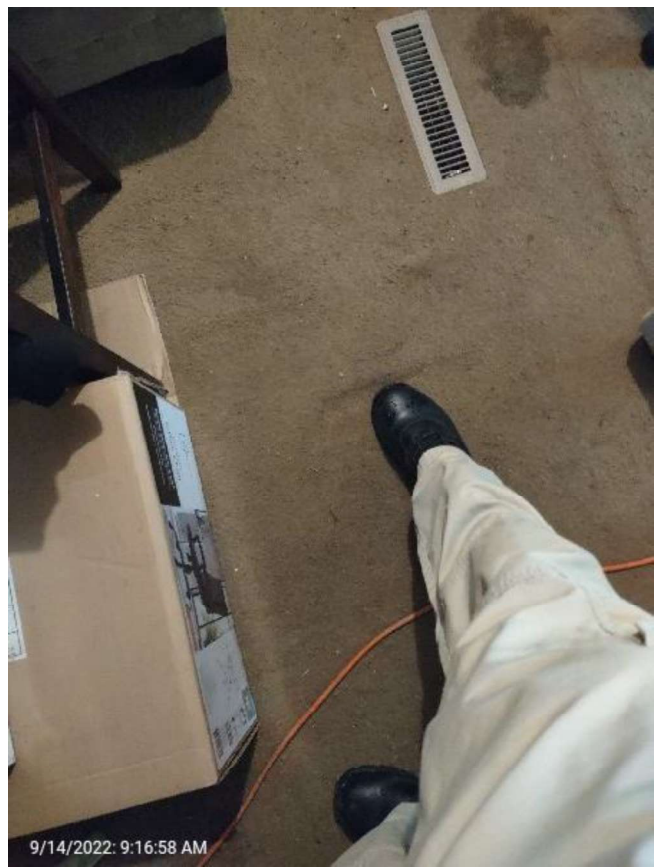
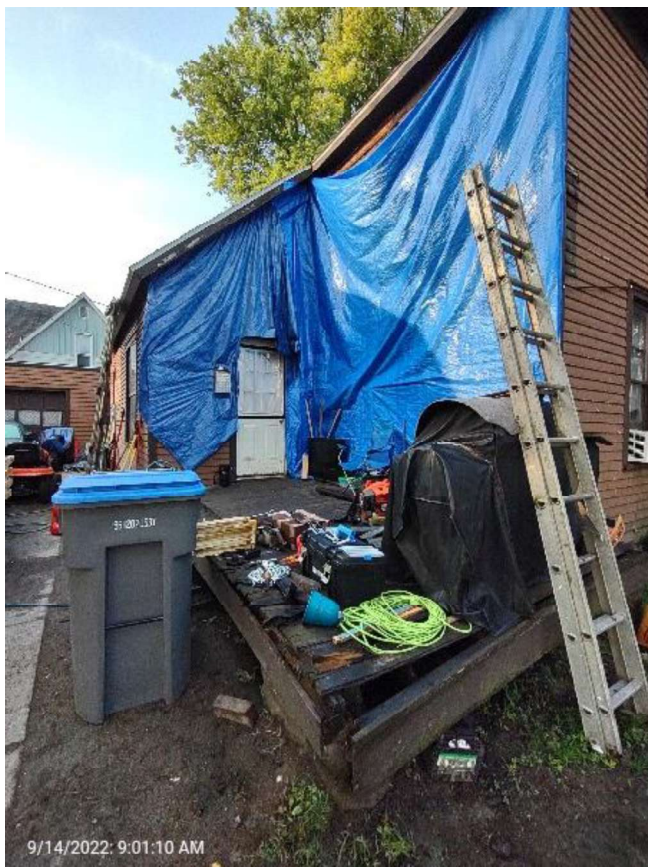
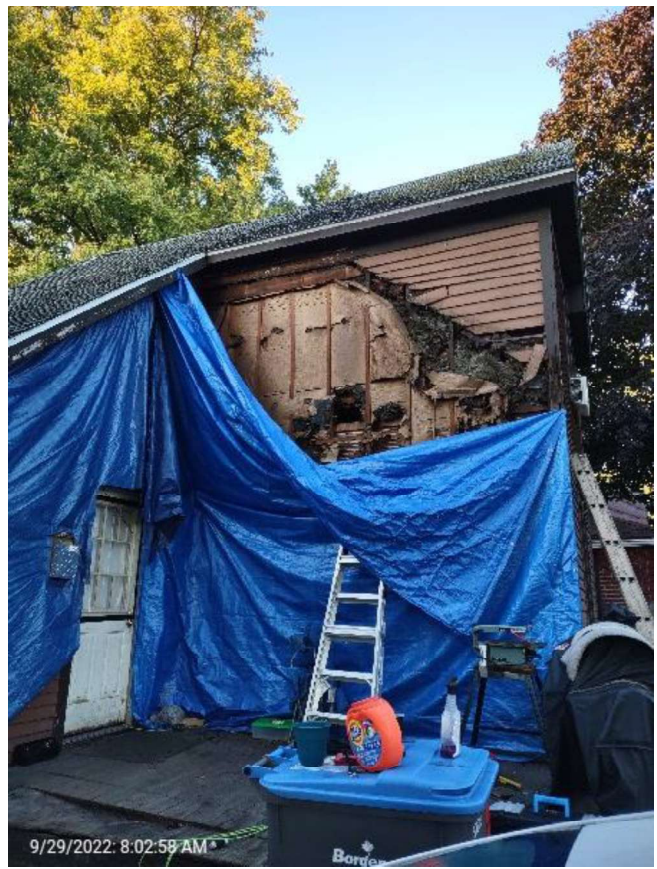
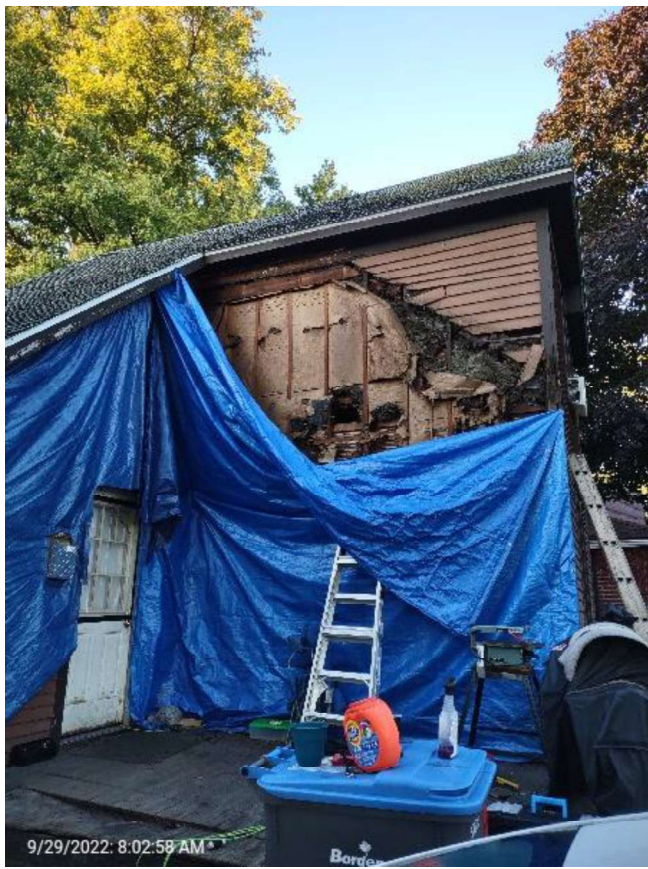


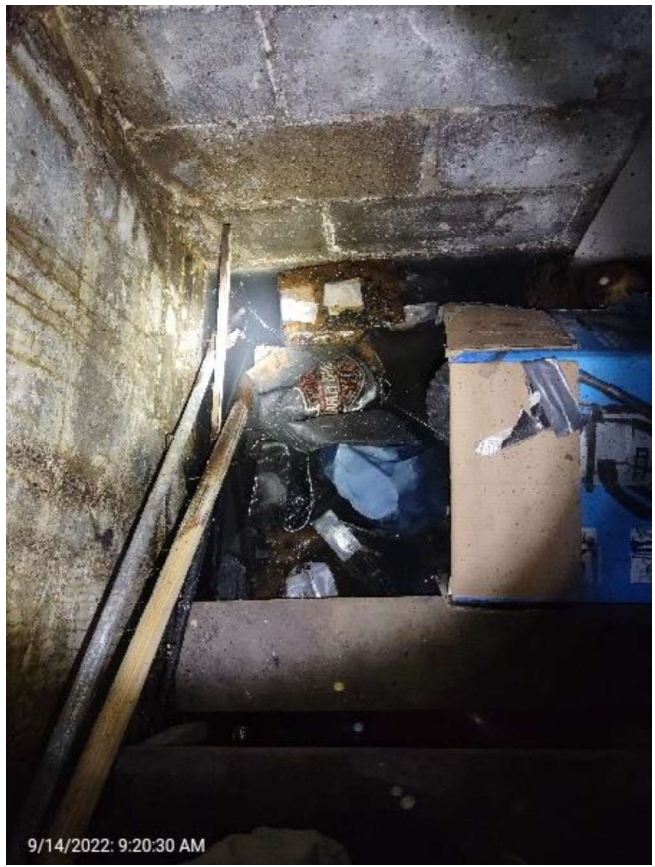
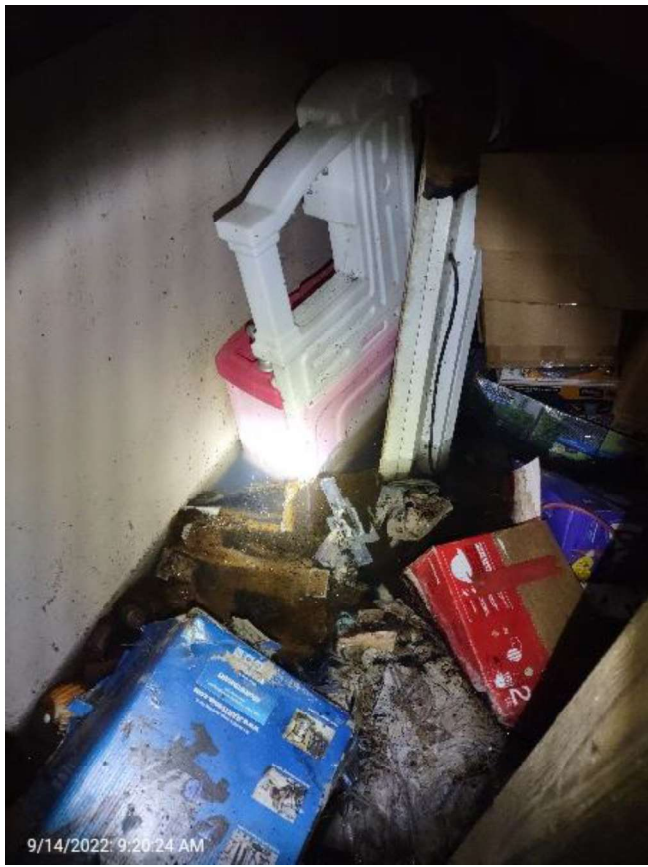
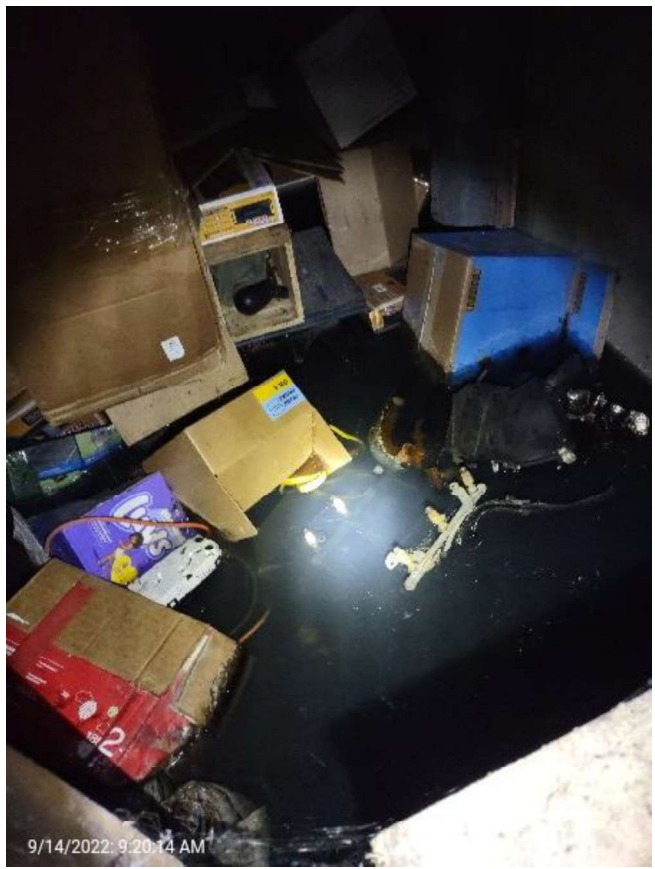






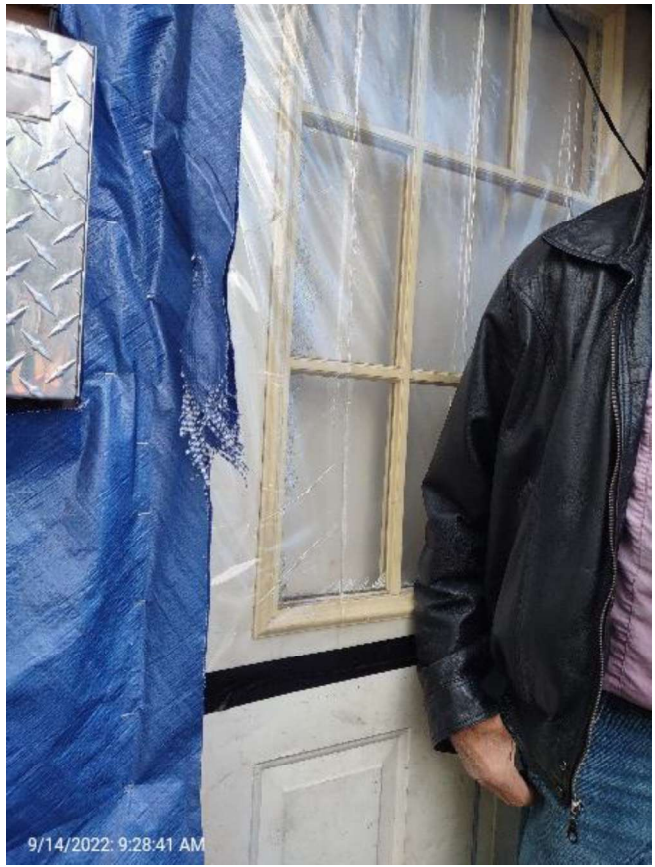








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