



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., June 12, 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: June 5, 2023

Approval of Agenda

- 1) Open bids:** Opening sealed bids for 10th Street Reconstruction Project (Project No. 2022-0037)
- 2) Organization request:** Closure of parking lot adjacent to Goshen Brewing Co. for a pickleball tournament, Aug. 25-26, 2023
- 3) Business Request:** Closure of alley north of E Lincoln between Main and 5th Streets on June 24, 2023
- 4) Business Request:** Sandwich Board request from The Wholesome Tortilla
- 5) Business Request:** Black Squirrel Golf Course Fireworks for July 2, 2023
- 6) Legal Department:** Agreement with Vander Wey & Sons Masons for Tuckpoint Repair of 308 N. 5th Street
- 7) Legal Department:** 2 Contracts with Vanderwey and Sons Masons 111 Jefferson and 308 North 5th Street for tuck pointing wall on Goshen PD
- 8) Legal Department:** Agreement for services with Fire Catt for annual fire hose testing
- 9) Engineering Department:** Abshire Park Parking Lot & Path Survey Agreement (JN: 2023-0028)



10) Engineering Department: Request for Road Closure (West Park)

11) Engineering Department: Wilson Avenue Asphalt Paving Reconstruction (JN: 2023-0002)

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., June 12, 2023

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

Members: Mayor Stutsman, Mike Landis and Mary Nichols

12) Post-Construction Plan Approval for 1773 Ardmore Court New Building (JN: 2018-2074)

13) Post-Construction Plan Approval for Bearcat Corporation Site Drainage Amendment #1 (JN: 2021-2047)

14) Post-Construction Plan Approval for Viewrail Realty Plant 6 – Metal Components (JN: 2021-2019)

15) Post-Construction Plan Approval for Lot#6 – Waterford Commons Business Park North PUD Tract 2 (JN: 2016-2037)

16) Post-Construction Plan Approval for Lot#7 – Waterford Commons Business Park North PUD Tract 2 (JN: 2018-2059)

17) Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 425 N. 9th Street (Christopher Jones, occupant)

18) Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 907½ S. Main Street (Ron Davidhizar, property owner)

Approval of Civil City and Utility Claims

Adjournment



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **10TH STREET RECONSTRUCTION PROJECT
PROJECT NO. 2022-0037**

DATE: June 12, 2023

The Clerk-Treasurer's Office has received bids from contractors today for the 10th Street Reconstruction project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Requested Motion: Open bids received from Contractors for the 10th Street Reconstruction project and read the Total Bid amount.



**City Clerk-Treasurer
CITY OF GOSHEN**

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

To: Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: June 12, 2023
Subject: Sandwich Board and Floor Decal Request from The Wholesome Tortilla

The Clerk-Treasurer's Office received the following request:

June 8, 2023

Thavisak (Tavi) Mounsithiraj

Mr. Richard R. Aguirre, Clerk-Treasurer
Goshen City Hall, 202 S 5th St. Suite 2
Goshen, IN 46528-3714

To: Board of Works & Safety

Subject: Pickleball Tournament in West Washington Street Parking Lot

Narrative: Hello, My name is Thavisak (Tavi) Mounsithiraj, I am an owner and operator of the Goshen Soccer Academy, last year we have a permission from the city to stage a Pickleball tournament at the parking lot by Goshen Brewing Co. and with the blessing of the city in 2022 the tournament was a successful and we are hoping to attract more participate to downtown in this year edition of Cobblestone Pickleball Challenge.

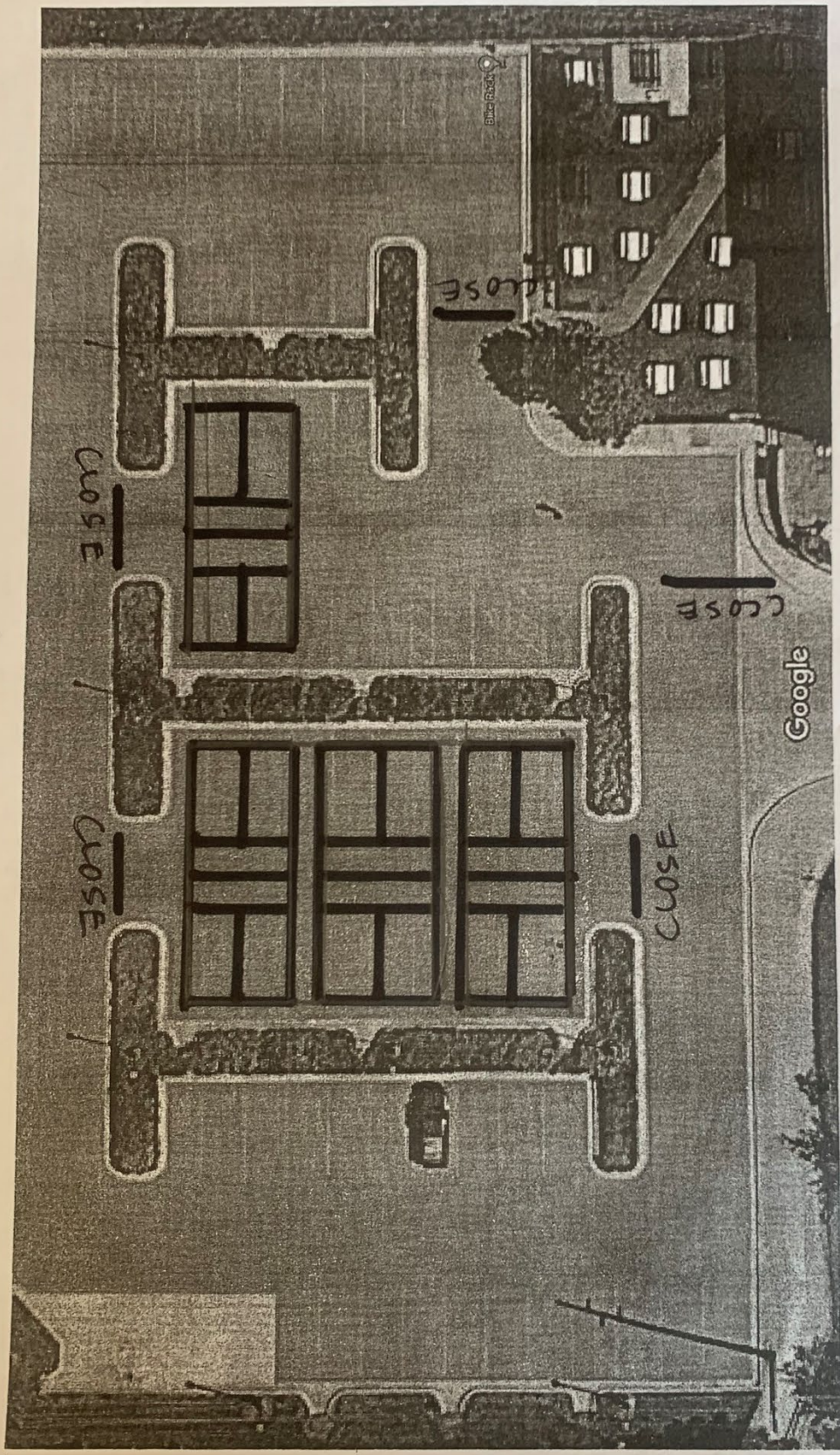
We are again seeking the approval of the Board of Works & Safety to partial closure of the City parking lot on West Washington Street, north of Goshen Brewing Company, on Friday August June 25 - Saturday 26. 2023..

We would like to close and use a portion of the parking lot starting at 8 a.m. on Aug 25 and continuing until 8:00 p.m. on Saturday Aug 26.

Pickleball is a sport that is a combination of Tennis, Badminton and Ping Pong and it is one of the fastest growing sport in the country and the reason we are hosting this event on the Cobblestone parking lot is because we want this to be the toughest pickleball tournament in the country.

Blessing,
Tavi

Suggested Motion: Move to allow Goshen Soccer Academy to close the center portions of the West Washington Street parking lot to stage a pickleball academy from 8 a.m. August 25, 2023 through 8 p.m. August 26, 2023.



Map data ©2021, Map data ©2021 Google 20 ft.



Dear Goshen Board of Public Works & Safety,

As we have done in the past, Common Spirits [Ryan Hawkins] would like to request a temporary closure of the alley North of E Lincoln Ave, in between Main and 5th Streets on Saturday, June 24th 2023 between 3:00pm and 11:00pm (event to take place 4:30pm-10:00pm) to celebrate the 7 year anniversary our business.

Please let me know if there are any questions or concerns.

Thank you for your consideration,

Ryan Hawkins

Common Spirits

111 E Lincoln Ave

Goshen, IN 46528

574-607-7288

ryan@commonspirits.com



City Clerk-Treasurer

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

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clerktreasurer@goshencity.com • www.goshenindiana.org

To: Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: June 12, 2023
Subject: Sandwich Board and Floor Decal Request from The Wholesome Tortilla

The Clerk-Treasurer's Office received the following request:

June 8, 2023
The Wholesome Tortilla
Magali Vergara and Rafael Chavez
121 East Lincoln Avenue
Goshen, Indiana 46528

Mr. Richard R. Aguirre, Clerk-Treasurer
Goshen City Hall, 202 S 5th St. Suite 2
Goshen, IN 46528-3714

To: Board of Works & Safety

Subject: Sandwich Board and Floor Decal Authorization

Narrative:

To Whom It May Concern,

The Wholesome Tortilla opened on April 18, 2023. In order to bring customers to our business, we have continually used social media and word of mouth, however, our customers have shared their difficulty finding us.

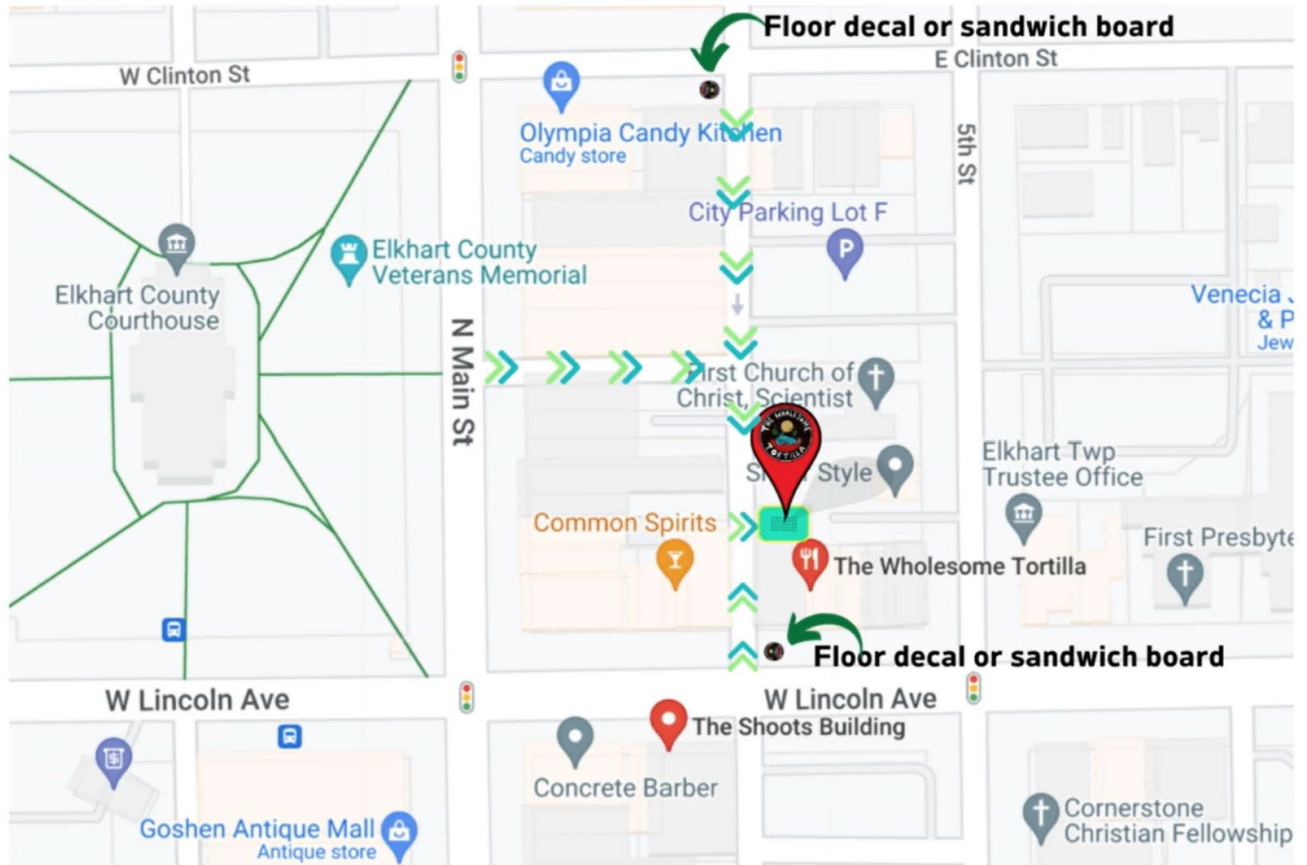
Pedestrians usually walk between Jefferson and Lincoln Avenue. We are just behind Lincoln Avenue, but as you know, we are in a very hidden area.

The lights that were authorized by your department will help a little during the night, however, during the day we need something to make people aware of our business.

Our request is to place any of the following items on Lincoln Avenue and on Clinton Street. The dimensions are as follows:

Sandwich board 5 ft x 2 ft

Floor decal 36 x 36 with our logo



Let me know if we need to submit anything else.

Thank you,

Magali Vergara & Rafael Chavez
The Wholesome Tortilla

Suggested Motion: Move to allow The Wholesome Tortilla to set sandwich boards in the alley off East Lincoln Avenue and East Clinton Street according to Goshen's Zoning Ordinance.



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To: Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: June 12, 2023
Subject: Black Squirrel Golf Course Fireworks on July 2, 2023

The Clerk-Treasurer's Office received the following request:

June 9, 2023
Black Squirrel Golf Course
Grant Sassaman, Owner

Mr. Richard R. Aguirre, Clerk-Treasurer
Goshen City Hall, 202 S 5th St. Suite 2
Goshen, IN 46528-3714

To: Board of Works & Safety

Subject: Sandwich Board and Floor Decal Authorization

Narrative: Mr. Sassaman inquired with the City on the process of authorizing a fireworks show at the Black Squirrel Golf Course on July 2, 2023. He provided the attached documents outlining the event plans, event map, and donor options, and has already reached out to a few departments to confirm they can work with the plan.

Suggested Motion: Move to allow Black Squirrel Golf Course to hold a fireworks show on July 2, 2023.

Black Squirrel Fireworks Plan

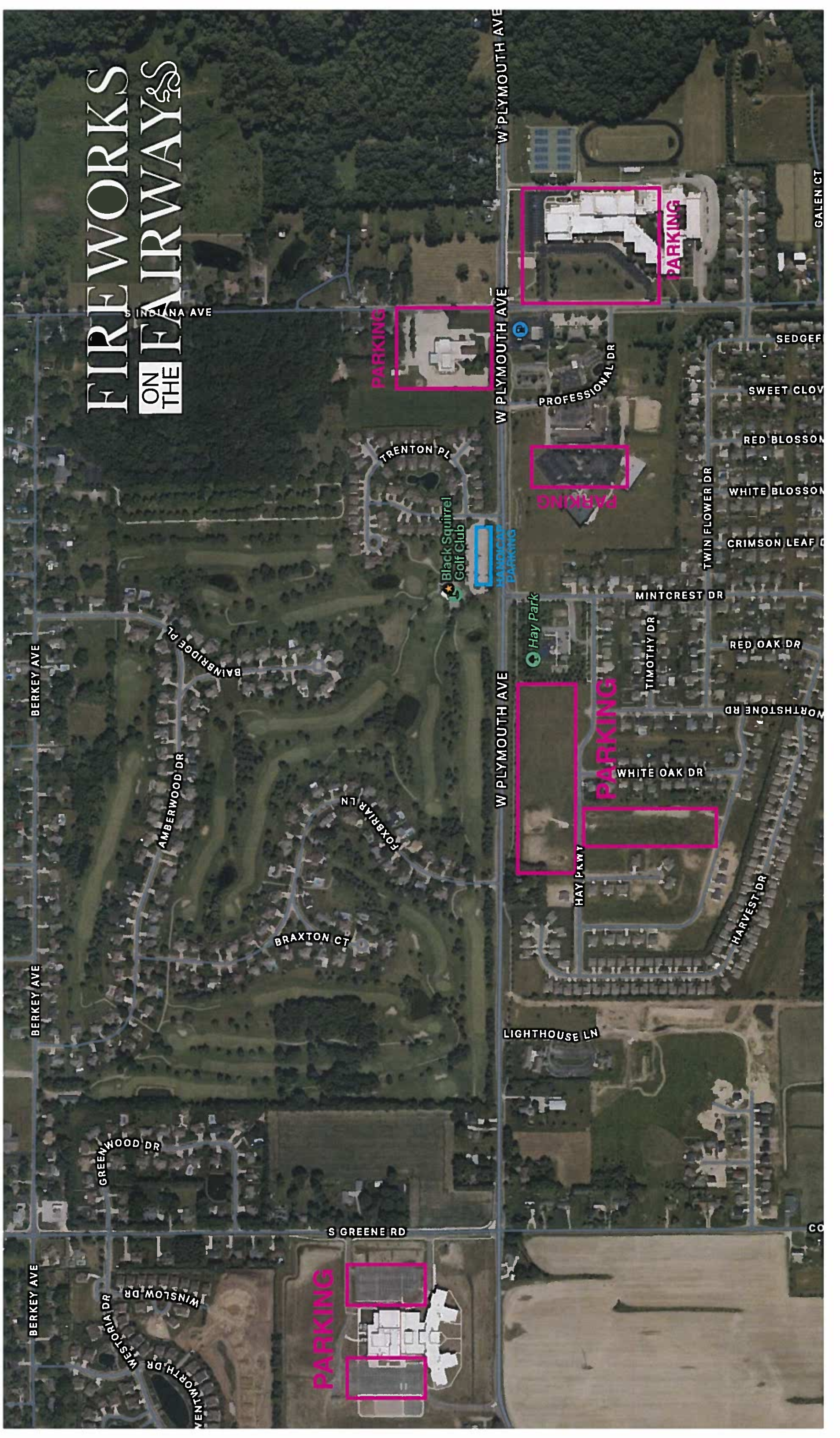
7.2.23

- ~Parking in various parking lots in the area to start at 3:00 pm
- ~Utilize police officers at various intersections as shown on the map starting at 6:30 pm until the crowd is dispersed afterwards. We will bring a map for everyone to see, but basically the two main intersections on either end of the golf course on Plymouth Road and other various intersecting roads. We have worked out all those details with Tommy Steele and he assured us that he would be able to get us all the man power we need.
- ~Utilize 4 police officers to roam the golf course starting at 6:30 pm until after the fireworks for security purposes
- ~Utilize volunteers to clean all parking lots and the golf course grounds
- ~Secured permission to use parking lots for Goshen Junior High School and Intermediate School as well as First Baptist Church, Life Center and two unused portions of land in the housing addition and on the north side of the course on Plymouth Ave.
- ~Fire Department has signed off on the event. They are planning to bring one truck to station near where the fireworks will be staged, on the 16th hole of the course.
- ~We are hoping the city could provide "no parking" signs to put down one side of the streets of the subdivisions that go through the golf course so that emergency vehicles can still access those roads. Those would be Trenton Place, Foxbriar Lane, Amberwood Drive and Bainbridge Place. We would also like no parking signs on the south side of Plymouth Ave. from Green to Indiana. We can allow parking on the north side of Plymouth up against the golf course.
- ~If the city has traffic cones that we could use, we could use about 30 of them.
- ~If the city has "Residents Only" sign, we need 5 of them.

~Fireworks to start at 10:00 pm and end at 10:30 pm.

~We know we are starting late in the game, but we are excited to bring a great fireworks program to our community as we relaunch a much improved golf course for the community to use. If there are any city funds to help pay for the many man hours of police or the other myriad of expenses that go along with this endeavor, that would be very much appreciated. We would also welcome ideas of companies or individuals who would be willing to be a sponsor or contribute financially in some way or even volunteer.

FIREWORKS ON THE FAIRWAYS



PARKING



PARKING



PARKING



PARKING



PARKING





BLACK SQUIRREL
G O L F C L U B

FIREWORKS ON THE FAIRWAY

Sponsorships

Ace Sponsor - \$20,000

1 Available

1 Year Memberships: 5
VIP Seating at event for 8
Multiple media/event mentions
Signage on course before and during event
Non-Profit of choice for donations

Booth Space
BSGC Swag
Mention in post event video
1 Year Hole Sponsorship
Company outing for 40 golfers

Eagle Sponsor - \$10,000

2 Available

1 Year Memberships: 3
VIP Seating at event for 6
2 media/event mentions
Signage on course during event

Booth Space
BSGC Swag
Mention in post event video
1 Year Hole Sponsorship

Birdie Sponsor - \$5,000

3 Available

1 Year Memberships: 2
VIP Seating at event for 4
Media mention
Signage on course during event

Booth Space
Mention in post event video
1 Year Hole Sponsorship

Par Sponsor - \$3,000

4 Available

1 Year Memberships: 1
VIP Seating at event for 2
Signage on course during event

Booth Space
Designated Company seating area

Sponsorships

Clean Sponsor - \$2,000

1 Available

Signage on Trash Cans

Port-a-pottie Sponsor - \$2,000

1 Available

Signage at Port-a-pottie row

Food Vendor - \$500

5 Available

Booth Space
Vendor Parking

Vendor - \$500

5 Available

Booth Space
Vendor parking

Please contact Laura Johnson to secure your sponsorship.
Fireworks@BlackSquirrelGolf.com | 574-361-3919



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

June 12, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Vander Wey & Sons Masons for tuckpoint repair of 308 N. 5th Street

Attached for the Board's approval and authorize Mayor Stutsman to execute is an agreement with Vander Wey and Sons Masons for tuckpointing and waterproofing the east wall of Building D located at 308 N. 5th Street. The cost for labor, all materials, and cost of rental equipment will not exceed \$11,000 for this project and all work will be completed on or before September 15, 2023.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with Vander Wey and Sons Masons, for tuckpointing and waterproofing the east wall of Building D located at 308 N. 5th Street at a cost not to exceed \$11,000.



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www.goshenindiana.org

June 12, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Vander Wey & Sons Masons for tuckpoint repair of 111 E. Jefferson St.

Attached for the Board's approval and authorize Mayor Stutsman to execute is an agreement with Vander Wey and Sons Masons for tuckpoint and seal work to be done at 111 E. Jefferson Street. Vander Wey and Sons will be paid a flat sum of \$2,280 for this project and all work will be completed on or before September 15, 2023.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with Vander Wey and Sons Masons, for tuckpoint and seal work to be done at 111 E. Jefferson Street at a sum of \$2,280.

AGREEMENT

WITH VANDER WEY & SONS MASON FOR TUCKPOINTING AND SEALING AT 111 E. JEFFERSON STREET, GOSHEN, INDIANA

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Vander Wey & Sons Masons** (“Contractor”), whose mailing address is 1709 Mayfield Drive, Goshen Indiana, 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 following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to labor and materials tuckpoint and sealing wall near entrance to rear of Goshen Police and Courts Building at 111 E. Jefferson Street, Goshen, Indiana 46528 (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Grind out mortar
- (B) Cut out and replace approximately 10 bricks to match as close as possible
- (C) Tuckpoint with mortar mix to match existing mortar
- (D) Wash down and seal.
- (E) Clear area daily of any material or debris

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 complete all Duties by September 15, 2023.
- (D) All work to be performed at location Monday-Friday during the hours of 7:00am-5:00 pm unless other prior arrangements are agreed upon or made.

Section 3. Compensation

City agrees to compensate Contractor the sum of Two Thousand Two Hundred Eighty Dollars (\$2,280) 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. Licensing/Certification Standards

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

Section 6. Independent Contractor

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

Section 7. 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 8. 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 9. 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 10. 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 11. 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 work 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 12. 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 13. Default

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

- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 14. 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 work completed 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 15. 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	Contractor:	Vander Wey & Sons Masons
	Attn: Goshen Legal Department		1709 Mayfield Drive
	204 East Jefferson St., Suite 2		Goshen, IN 46526
	Goshen, IN 46528		

Section 16. 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 17. 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 18. 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 19. 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 work. Failure to do so may be deemed a material breach of agreement.

Section 20. 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 21. 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 22. 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 23. Entire Agreement

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

Section 24. Authority to Bind Contractor

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

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

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

VanderWey & Sons Masons

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



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

June 12, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement for services with Fire Catt for annual fire hose testing

Attached for the Board's approval and to authorize Mayor Stutsman to execute is an agreement with Fire Catt for annual fire hose testing for the years 2023-2025. The company will be paid approximately \$6,820.00 annually for these services.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with Fire Catt for annual fire hose testing for the years 2023-2025 at a cost of approximately \$6,820 per year.

AGREEMENT WITH FIRE CATT FOR ANNUAL HOUSE TESTING

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Fire Catt** (“Vendor”), whose mailing address is 3250 W Big Beaver Road, Suite 544, Troy, Michigan 48084, 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

Vendor shall provide City the services for the annual fire hose testing, which services are more particularly described in Vendor’s May 12, 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.

Vendor’s Duties under this agreement include:

- (A) Assign an Identification Number using a barcode label on each coupling for each length of hose
- (B) Record the Identification Number on the hose jacket at each end of the hose using a permanent ink marker.
- (C) Inspect each length of hose, both the outer jacket and inner liner.
- (D) Inspect all couplings and threads.
- (E) Inspect all gaskets and replace defective gaskets at no extra cost.
- (F) Supply and apply hose manufacturer approved lubricant for coupling lubrication.
- (G) Tag and removed from service all defective hose and mark, using permanent marker, the defect location on the hose. The tag shall be distinctive and state the reason for removal from service, date, and hose I.D. number. This information will also be documented within the test report.
- (H) Supply and apply “Never Seize” lubricant for lubricating all apparatus connection points so as to reduce galvanic reaction associated with dissimilar metal contact.
- (I) Accurately record all data that will be documented in the final report which shall include: Department I.D.; Station or Apparatus I.D.; Contractor’s hose I.D.; Goshen Fire Department hose I.D.; Manufacturer; Date of Manufacture; Date in Service; Size; Length; Pressure; Pass/Fail; Reason for Failure; and Tread Type.
- (J) Provide City a hard copy of the Test Report within 1 week of test completion documented on a per Department basis.
- (K) Provide internet web access to an electronic copy of the test record within 1 week of test completion. Information shall be protect using a unique login and password Access to the test records will be for a minimum of 7 years from date of the most recent test

Section 2. Effective Date; Term

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

- (B) This agreement shall be effective for a period of three (3) years and will include the years 2023, 2024, and 2025.
- (C) Vendor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Vendor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Section 3. Compensation

The City agrees to compensate Vendor for the services in this agreement in accordance with Vendor's unit price of Thirty-One Cents (\$0.31) per foot for approximately twenty-two thousand feet (22,000') of hose for the approximate sum of Six Thousand Eight Hundred Twenty Dollars (\$6,820.00) per year for a total three (3) year contract price of approximately Twenty Thousand Four Hundred Sixty Dollars (\$20,460.00).

Section 4. Payment

- (D) Payment shall be upon City's receipt of a detailed invoice from Vendor. 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 Fire Department, Central Station
209 N. 3rd Street
Goshen, IN 46528

- (E) 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.
- (F) Vendor 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. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. Force Majeure

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

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

Section 14. Default

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

Section 15. Termination

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

Section 16. Notice

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

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

Contractor: Fire Catt
Attention: Joanne Dennington
3250 Bid Beaver Road, Ste 544
Troy, MI 48084

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that

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

- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Execute

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

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

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

Fire Catt

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



Electronic Delivery

May 12, 2023

Danny Sink
Fire Chief
Goshen Fire Department
209 North Third Street
Goshen, IN 46526

Chief Sink:

Per your request, we are pleased to submit this proposal for your annual fire hose and ground ladder testing.

Background

FireCatt is proud to have revolutionized the fire hose testing industry. FireCatt is the sole source supplier and owner of a patented method that incorporates computerized testing technology and a software program designed to incorporate the testing standards and guidelines of NFPA 1962.

FireCatt is now testing over 20 million feet of fire hose per year in 48 States. We have been testing fire hose for more than 16 years. Customers that have come to trust FireCatt's precision testing service include: fire departments; oil refineries; nuclear power plants; and industrial operations.

We trust you will take the time to understand the value FireCatt creates by using the best technology, people and processes available to provide your critical annual services testing. FireCatt will save you manpower time, reduce liability and injuries, and create repeatable, valid test results with advanced technology and professional service.

Our testing team is structured with a team leader, an assistant leader and four hose technicians, all formally trained by FireCatt. We believe in a professionally run hose testing process starting with pre-test planning, meticulous attention to detail during the testing process and documented repacking of your equipment to the standard you require.

Who Is the FireCatt Customer?

FireCatt customers are the leaders within the fire service. They don't settle for "good enough" when it comes to the safety of their people and equipment. They want the most accurate testing

option available, while receiving the most professional service. They want the most reliable and defensible third party validation. They want peace of mind, and that's what FireCatt delivers. FireCatt will provide annual service pressure testing per the **NFPA 1962, 2018 Edition Standard** for Hose and **NFPA 1932, 2010 Edition Standard** for Ladders using patented technology test equipment designed for safety, accuracy and efficiency.

Sole Source FireCatt Specifications:

- ❑ Electronic and computerized pressure transducers shall be used to monitor and regulate pressures.
- ❑ Software controls the entire test process to ensure NFPA 1962 Standard is followed. One item to note is that during pressurization, hose will only be pressurized at 15 psi per second. Our system will meet this standard each and every test, ensuring that the fire hose will not be subjected to a shock pressure which can lead to shorter hose life expectancy.
- ❑ Air actuated and computerized valves shall be used to eliminate manual control of all valves at high pressure and provide emergency automated shut-off/shut-down capability. The use of manual valves that are less than 100% repeatable and expose personnel to unnecessary risk will not be permitted.
- ❑ Pressure release at the end of each test shall be accomplished through air actuated and computer controlled valves operated remotely. This will eliminate the need to release pressure at the end of each hose and eliminate the risk associated with exposing personnel to potential catastrophic failure while hose is fully pressurized.
- ❑ Hydrant pressure shall be monitored through the use of electronic and computerized pressure transducers. Hydrant pressure will be regulated to meet the NFPA requirement of 45 PSI at the beginning of the test.
- ❑ An amber warning beacon shall be illuminated at all times when the hose is pressurizing or at high pressure.
- ❑ Ten manifolds shall be used, each with their own computerized pressure transducer and valve so that ten separate pressures can be tested simultaneously.
- ❑ Up to 3,000 feet of hose shall be tested per test cycle.
- ❑ Multiple diameter hoses shall be tested simultaneously.
- ❑ Air relief valves shall be used at the end of each hose lay per manifold.
- ❑ Computerized digital pressure readouts shall be used in order to eliminate subjective "needle bounce" of analog gauges.
- ❑ Computerized timing of tests shall be used to eliminate subjective timing devices such as manual stop watches prone to operator error.
- ❑ Heavy Duty Bar Code labels will be used on each hose for ease of Identification and Inventory Control.

NFPA Fire Hose Testing Standards

1. Each length of hose will be assigned an Identification Number using a barcode label on each coupling. That I.D. number shall also be recorded on the hose jacket at each end of the hose using a permanent ink marker.
2. Each length of hose will be inspected, both the outer jacket and inner liner.
3. All couplings and threads will be inspected.
4. All gaskets will be inspected, defective gaskets will be replaced at no extra cost.
5. FireCatt will supply hose manufacturer approved lubricant for coupling lubrication.
6. All defective hose will be tagged and removed from service and the defect location on the hose will be marked using a permanent marker. The tag will be distinctive and state the reason for removal from service, date, and hose I.D. number. This information will also be contained within the test report.
7. FireCatt will supply "Never Seize" lubricant for lubricating all apparatus connection points so as to reduce galvanic reaction associated with dissimilar metal contact.
8. FireCatt will accurately record all data that will be contained in the final report which will include, Department I.D., Station or Apparatus I.D., FireCatt hose I.D., Fire Department hose I.D., Manufacturer, Date of Manufacture, Date in Service, Size, Length, Pressure, Pass/Fail, Reason for Failure, and Tread Type.
9. FireCatt will provide a hard copy of the Test Report within 1 week of test completion. The Hose Test Report is documented on a per Department basis. If you require your hose documentation broken down per apparatus or station, this service is available and must be pre-arranged.
10. FireCatt will provide internet web access to your electronic test record and protect this information using a unique login and password within 1 week of test completion. Access to the test records will be for a minimum of 7 years from the date of the most recent test.
11. FireCatt will be licensed and insured to meet the State, City and Department requirements.

Pricing

Option(s)	Quantity in Feet	Price per Foot	TOTAL
1 Fire Hose Testing FireCatt provides all Labor	22,000 (approximate)	\$0.41 \$0.38	\$9,020.00 \$8,360.00*
2 Fire Hose Testing Fire Department provides labor to reload apparatus only	22,000 (approximate)	\$0.33 \$0.31	\$7,260.00 \$6,820.00*
3 Ground Ladder Testing FireCatt provides all Labor	700 (approximate)	\$2.95	\$2,065.00

Minimum Charge- Fire Departments with under 5,200' of hose to test will be subject to a minimum charge of \$1,957.00.

Option 1 - FireCatt will provide ALL labor to unload apparatus, lay out test, couple/uncouple, roll hose and reload apparatus. The Fire Department will provide labor only to drive apparatus to and from the test site.

Option 2 - FireCatt will provide labor to unload apparatus, lay out test, couple/uncouple, and roll hose. The Fire Department will provide labor to reload apparatus. Note: If you choose Option 2, we suggest utilizing two fire department crews/companies to reload. The crew whose apparatus is being reloaded and the crew whose apparatus is next to be unloaded.

Option 3 - FireCatt will provide all labor to perform precision ground ladder testing via digital load cell technology that will meet NFPA1932, 2010 edition standards. FireCatt incorporates a load cell that is UL Certified to NFPA 1983, general use. There are no other charges! Heat sensor labels are included in our per foot price.

Hard Suction Hose: If utilized will be vacuum tested at the same price per foot as all other hoses.

Logistics:

Prior to testing FireCatt will work with your Department to formulate and tailor a logistics plan that will work best for you. The following is an example of a typical logistics plan:

When FireCatt begins testing we will start with your *rack/auxiliary* hose then your *reserve* apparatus(s). Your tested *rack/auxiliary* hose will be ready to replace any failed hose from your apparatus(s). Once the *reserve apparatus(s)* are tested your company can take the tested reserve to replace a front-line apparatus prior to testing. Thus, we eliminate any downtime in your Department for hose testing and we keep your companies in the district. That way the public that you serve will not see an increase in response time during hose testing.

The Department will be responsible for providing a suitable test a location 300' in length x 100' wide, a water supply via Fire Hydrant (preferably), standpipe, or tender, a driver to move your apparatus and a single point of contact.

Contract Term

Pricing in BLACK is for a 1-year contract. *Pricing in RED is for a 3-year service agreement. **NOTICE:** Due to the unpredictability of energy, travel, & labor expenses post COVID-19, pricing is subject to annual cost of living adjustments or an appropriate surcharge.

Completion

Testing will take approximately 2-3 day(s) annually (weather, total feet, & test site dependent).

Summary of Benefits Received from Choosing FireCatt

- Use the best technology the industry has to offer and fully trained technicians.
- Longer life of hose due to ensuring NFPA 1962 is followed every test cycle.
- Assurance hose is tested to prescribed pressures, if not, either false positives results or premature stress and loss of hose life are the results (especially the unnecessary cost of replacing LDH – Supply Lines)
- Workers compensation injuries resulting from testing accidents, either immediate or develops after, such as back / knee strain from re-loading hose (conveyor system and turntables)
- Reduction of any overtime hours used for testing and or training, freeing up man-hours from faster re-loading and the use of two mobile test labs.
- Proven Professional Operation - experience in testing large departments.

I believe you would agree that the issues of safety, time, technology and tracking are the most important to you and your department. Our patented method, and the unique features listed above allow for the NFPA 1962 Standards to be met in the most “objective” manner possible. In comparison, other testing companies will provide you with “subjective” test results. We have designed our testing and reporting technology to meet the requirements and future needs of the industry.

Our issued and pending patents are strong evidence of the exclusive nature of our solutions. In short, we believe that no other company in the nation can match or exceed the accuracy or safety of the fire hose testing services that FireCatt can provide to your department. We have yet to encounter another hose testing company in the nation deploying a similar state-of-the-art computerized testing technology.

We are pleased to offer our services to your department and believe the investment in FireCatt generates the peace of mind for everyone that we are all creating the safest environment for the firefighter and citizens of your community.

We look forward to creating a mutually beneficial and successful long-term relationship, and believe in 100% customer satisfaction. If you have any questions or comments, feel free to contact us at any time.

Respectfully submitted,

Sarah Jordan
Sales Representative



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering Department

RE: **ABSHIRE PARK PARKING LOT & PATH SURVEY AGREEMENT
(JN: 2023-0028)**

DATE: June 12, 2023

On May 10, 2023, we received quotes for the survey of Abshire Park. The existing parking lot will be surveyed, the proposed path location and a portion of the park around the cabin. The lowest responsive quoter was The Abonmarche Group with a quote of \$19,500.00.

A & Z Engineering	\$25,000.00
The Abonmarche Group	\$19,500.00
Jones Petrie Rafinski Corp.	No quote received

Requested Motion: Motion to approve Mayor Jeremy Stutsman signing the agreement with The Abonmarche Group for \$19,500.00 for the survey of Abshire Park.

**AGREEMENT WITH ABONMARCHE GROUP FOR PROFESSIONAL
SURVEYING SERVICES OF ABSHIRE PARK PARKING LOT AND PATH
INCLUDING TOPOGRAPHICAL SURVEY**

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Abonmarche Group, Inc.** (“Consultant”), whose mailing address is 303 River Race Drive, Unit 206, Goshen, Indiana 46526, 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

Consultant shall provide City the services for the professional surveying services of Abshire Park Parking Lot and Path Topographical Survey which services are more particularly described in Consultant’s May 10, 2023 proposal and work plan attached and made a part of 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.

Consultant’s Duties under this agreement include:

Performing a topographic survey in accordance with the requirements set forth in the survey request attached to this proposal.

Boundary work shall be performed along the southerly line of the parcels as specified in the survey request in order to establish and mark the property line(s).

Completion of all deliverables listed in the proposal marked as Exhibit A incorporated herein and made a part of this agreement.

Section 2. Effective Date; Term

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

Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Consultant shall commence the Duties as soon as practical after receiving a notice to proceed from City.

Consultant shall complete all Duties within 45 calendar days of the date of the notice to proceed.

Section 3. Compensation

City agrees to compensate Consultant the sum of Nineteen Thousand Five Hundred Dollars (\$19,500) for performing all Duties.

Section 4. Payment

City shall pay Consultant for Duties satisfactorily completed under this agreement.

Payment shall be upon City's receipt of a detailed invoice from Consultant. 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 Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

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.

Consultant 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. Independent Contractor

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

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

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

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

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Force Majeure

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

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

Section 14. Default

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

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

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

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

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

Section 15. Termination

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

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

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

Section 16. Notice

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

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

Contractor: Abonmarche Group, Inc.
Attention: Bradley E. Mosness, PE
303 River Race Drive, Unit 206
Goshen, IN 46526

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

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

Section 21. Miscellaneous

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

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

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

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Execute

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

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

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

Abonmarche Group, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

May 10, 2023

Mr. Jason Hoffman, Technician
City of Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528-3405

RE: **PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES**

Abshire Park Parking Lot and Path Topo Survey

City of Goshen, Indiana
City Project No. 2023-0028

Dear Mr. Hoffman:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional surveying services for the proposed project referenced above. We have tailored our scope of services based upon your Request for Survey Quotes dated April 26, 2023.

This proposal includes our Work Plan, which consists of our Scope of Services, Fees for Services, and Anticipated Schedule.

I will be the primary contact and can be reached at the office at (574) 314-1024 or by email at bmosness@abonmarche.com.

We appreciate the opportunity to submit our proposal and look forward to working with you. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President / Goshen Office Director

WORK PLAN

PROJECT UNDERSTANDING

The City of Goshen's current need is a topographic survey of Abshire Park, Dykstra Park, and a connecting route between both parks as identified in the survey request attached to this proposal.

SCOPE OF SERVICES

We have tailored our scope of services based upon your survey request, and our experience with these types of surveys. A brief listing of services we expect to deliver for this project are listed below.

Task #1: Survey Services

This task includes performing a topographic survey in accordance with the requirements set forth in the survey request attached to this proposal. In addition, boundary work shall be performed along the southerly line of the parcels as specified in the survey request in order to establish and mark the property line(s).

DELIVERABLES

Deliverables shall be in accordance with the survey request.

FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount listed below unless a supplement is executed by the parties which increases the maximum amount payable. All services below are firm for 90 days.

Task #1 Survey Services \$ 19,500

ANTICIPATED PROJECT TIMELINE

If a signed contract is furnished by May 23, 2023, ABONMARCHE proposes to complete and deliver the requested survey by the end of day on June 28, 2023 (weather permitting and subject to utility locates).

INFORMATION TO BE PROVIDED BY CITY, IF AVAILABLE

1. Existing surveys, plans, construction records, and rights-of-way records
2. Existing utility maps and as-builts of survey area
3. Existing sanitary lateral and water service cards
4. Field locates of existing City utilities (sanitary/water) and conduits





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FOR ROAD CLOSURE
(JN: STREETS BY NAME – WEST PARK)**

DATE: June 12, 2023

NIPSCO has requested the closure of West Park between Greene Rd and Greenway Dr on Monday, June 12th for work on a valve. The lane restrictions will follow MUTCD guidance. The proposed detour route is shown on the attached exhibit.

Requested Motion: Approve the road closure of West Park on June 12th for NIPSCO to complete valve work.

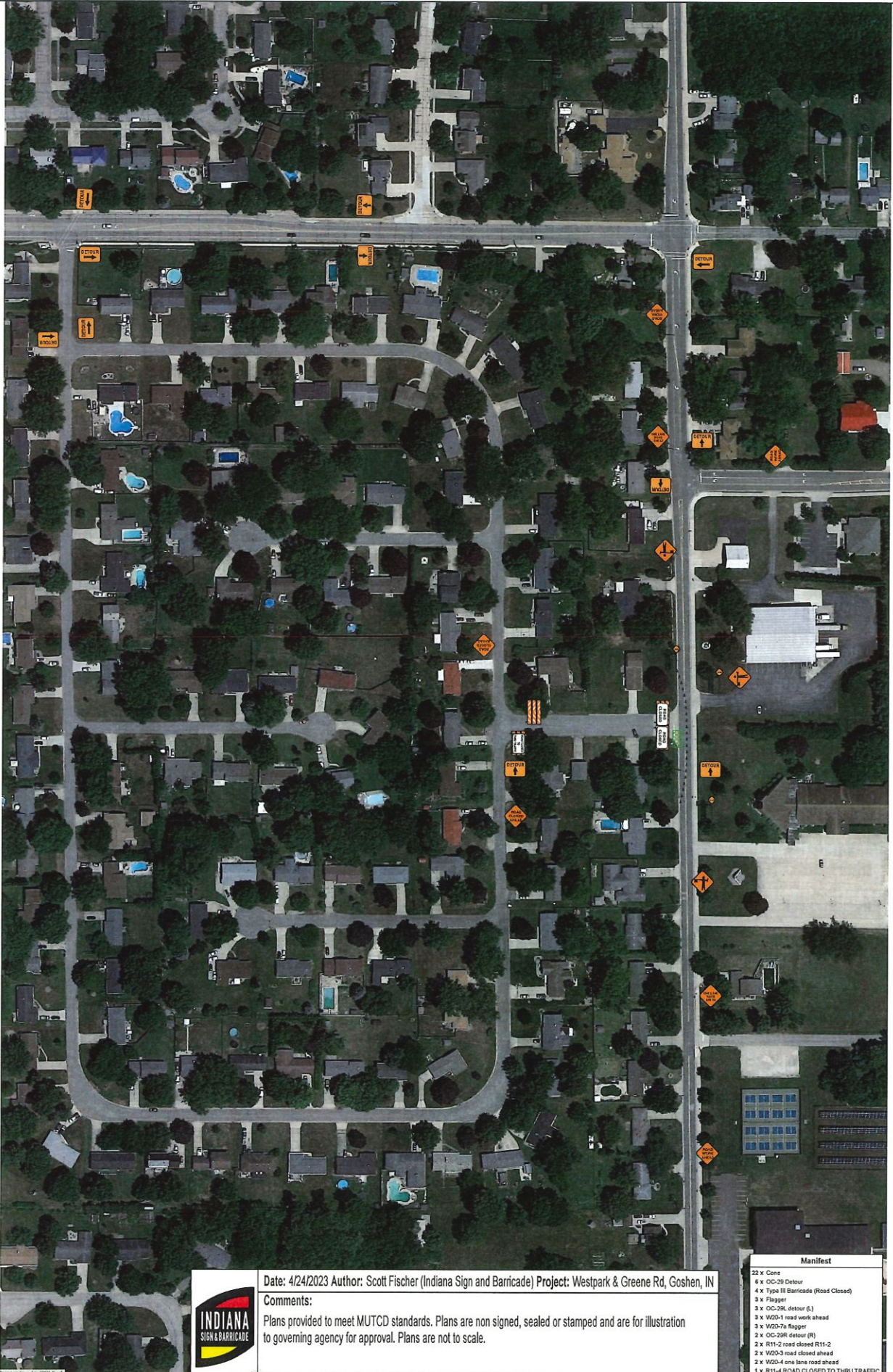
City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member

Barb Swartley, Board Member



Date: 4/24/2023 Author: Scott Fischer (Indiana Sign and Barricade) Project: Westpark & Greene Rd, Goshen, IN
 Comments:
 Plans provided to meet MUTCD standards. Plans are non signed, sealed or stamped and are for illustration to governing agency for approval. Plans are not to scale.

- Manifest**
- 22 x Cone
 - 6 x OC-29 Detour
 - 4 x Type III Barricade (Road Closed)
 - 3 x Flagger
 - 3 x OC-29L detour (L)
 - 3 x W20-1 road work ahead
 - 3 x W20-7a flagger
 - 2 x OC-29R detour (R)
 - 2 x R11-2 road closed R11-2
 - 2 x W20-3 road closed ahead
 - 2 x W20-4 one lane road ahead
 - 1 x R11-4 ROAD CLOSED TO THRU TRAFFIC



**Engineering Department
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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **(WILSON AVENUE) ASPHALT PAVING RECONSTRUCTION
(JN: 2023-0002)**

DATE: June 12, 2023

Niblock Excavating will be performing work to remove full depth asphalt and install new asphalt pavement on Wilson Avenue and W. Lafayette Street. While working in the area, Niblock will overlay the side streets including W. Jackson Street., Burdick Street, and Murray Street. The work will require partial lane restrictions along Wilson Avenue and the side streets, with Niblock providing traffic control. Niblock will maintain open access for Janus Motorcycle and the residents in the neighborhood. The partial lane restrictions will occur between June 19, thru July 7, 2023.

Requested motion: Move to approve the Wilson Avenue, W. Jackson St., Burdick St., Murray St., and W. Lafayette St. asphalt paving lane restrictions from June 19 thru July 7, 2023.

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

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

Michael Landis, Member



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

RE: **POST-CONSTRUCTION PLAN APPROVAL**
1773 ARDMORE COURT NEW BUILDING (JN: 2018-2074)

DATE: June 12, 2023

The developer of the 1773 Ardmore Court New Building project, affecting one (1) or more acres of land, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for 1773 Ardmore Court New Building as it has been found to meet the requirements of City Ordinance 4329.



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
BEARCAT CORPORATION SITE DRAINAGE AMENDMENT #1 (JN: 2021-2047)**

DATE: June 12, 2023

The developer of the Bearcat Corporation Site Drainage project (JN: 2016-2041), affecting one (1) or more acres of land and located at 2431 East Kercher Road, submitted a sufficient post-construction plan found to be compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management" on May 30, 2017. However, the drainage improvements were never constructed and due to excess topsoil in the location of one of the stormwater basins the drainage improvements had to be redesigned resulting in a post-construction plan amendment, which has been submitted and found to be compliant with Ordinance 4329.

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Bearcat Corporation Site Drainage Amendment #1 as it has been found to meet the requirements of City Ordinance 4329.



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
VIEWRAIL REALTY PLANT 6 – METAL COMPONENTS (JN: 2021-2019)**

DATE: June 12, 2023

The developer of the Viewrail Realty Plant 6 – Metal Components (also known as Stair Supplies 1815 Ardmore Court) project, affecting one (1) or more acres of land and located at 1815 Ardmore Court, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, “Uniform Requirements for Post-Construction Stormwater Management.”

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Viewrail Realty Plant 6 – Metal Components as it has been found to meet the requirements of City Ordinance 4329.



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

RE: **POST-CONSTRUCTION PLAN APPROVAL**
LOT #6 – WATERFORD COMMONS BUSINESS PARK NORTH PUD TRACT 2
(JN: 2016-2037)

DATE: June 12, 2023

The developer of the Lot #6 – Waterford Commons Business Park North PUD Tract 2 (also known as Ardmore Court Enterprises, LLC) project, affecting one (1) or more acres of land and located at 1755 Ardmore Court, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, “Uniform Requirements for Post-Construction Stormwater Management.”

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Lot #6 – Waterford Commons Business Park North PUD Tract 2 as it has been found to meet the requirements of City Ordinance 4329.



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
LOT #7 – WATERFORD COMMONS BUSINESS PARK NORTH PUD TRACT 2
(JN: 2018-2059)**

DATE: June 12, 2023

The developer of the Lot #7 – Waterford Commons Business Park North PUD Tract 2 (also known as Ardmore Court Enterprises II, LLC) project, affecting one (1) or more acres of land and located at 1725 Ardmore Court, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, “Uniform Requirements for Post-Construction Stormwater Management.”

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Lot #7 – Waterford Commons Business Park North PUD Tract 2 as it has been found to meet the requirements of City Ordinance 4329.



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: May 25, 2023
RE: Building Commissioner Order – 425 N. 9th St., Goshen, Indiana 46528 (Chris Jones)

A hearing will be held before the Goshen Board of Public Works and Safety on **Monday, June 12, 2023 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 425 N. 9th St., Goshen, Indiana 46528. The February 16, 2022 and August 9, 2022 Notices 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 Demolition 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
REGARDING THE PROPERTY LOCATED AT 425 N. 9TH ST., GOSHEN, INDIANA 46528**

APRIL 13, 2023

VIA U.S. REGULAR & CERTIFIED MAIL, RETURN RECEIPT REQUESTED:

TO: CHRISTOPHER JONES 425 N. 9 th St. Goshen, IN 46528	TO: OCCUPANT 425 N. 9 th St. Goshen, IN 46528
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VIA PUBLICATION IN THE GOSHEN NEWS TO ANY AND ALL HOLDERS OF SUBSTANTIAL INTEREST IN THE REAL ESTATE COMMONLY KNOWN AS 425 N. 9TH ST., GOSHEN, INDIANA 46528, INCLUDING, BUT NOT LIMITED TO, UNKNOWN HEIRS AND DEVISEES OF THE FOLLOWING DECEASED INDIVIDUALS:

TO: REBECCA S. CURTIS, Deceased (DOD: 12/16/2009)
RONALD R. CURTIS, Deceased (DOD: 01/04/2009)
DONNA J. VEITENHEIMER, Deceased (DOD: 08/22/2019)

RE: Premises at 425 N. 9th St., Goshen, Indiana 46528

You are notified as a person holding a substantial property interest in the real estate at **425 N. 9th 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 **December 28, 2021**. Violations of the Accumulation of Materials, Building Code, and Neighborhood Preservation Ordinance code sections were cited. The real estate was reinspected on **February 16, 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 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, is vacant, and is not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Indiana’s Unsafe Building Law (“UBL”) (I.C. §36-7-9-1, *et seq.*) and the City’s Neighborhood Preservation Ordinance (“NPO”) (Goshen City Code §§6.1.1.1, *et seq.*).

The following fifteen (15) 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 3 - NEIGHBORHOOD PRESERVATION ORDINANCE (“NPO”)			
#	DESCRIPTION	CODE SECTION VIOLATED	CORRECTIVE ACTION ORDERED
1	The building or structure shall not, because of obsolescence, dilapidated condition, deterioration, damage, lack of sufficient fire resistive construction, electrical wiring, gas connection, or heating apparatus, become a fire hazard.	§6.3.1.1(x) Unsafe Structure(s) – Fire Hazard	Due to the damage from the fire, all the exposed wiring, space heaters and lack of gas connection the property has become unsafe and in danger of another fire occurring

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

2	<p>The building or structure shall not have less than sixty-six percent (66%) of the strength, fire resisting qualities or characteristics, or weather resisting qualities or characteristics required by law in the case of newly constructed building of like area, height or occupancy in the same location.</p>	<p>§6.3.1.1(u) Unsafe Structure(s) – Less Than 66%</p>	<p>Due to extensive damage from the fire throughout the property the entire structure's strength has been compromised. The rafters, floors ceiling and wall construction have all been damaged and the structural integrity is severely compromised.</p> <p>The attempted construction being done on the property since the fire has been done without any permits or inspections prior to this inspection. The wrong materials have been used throughout including but not limited to structural members, nails and flooring and must all be removed.</p> <p>With the extent of damage from the fire and lack of resistive qualities it is the Building Department's recommendation that the structure be demolished. The cost of repair exceeds the value of the property.</p> <p>If choosing to repair all permits need to be pulled by licensed contractors and owner of the property, and proper inspections completed by the Building Department. If choosing to demolish a demolition permit will need to be pulled.</p>
3	<p>Any portion, member or appurtenance of a building shall not be likely to fail, to become detached, dislodged or to collapse and thereby injure persons or damage property.</p>	<p>§6.3.1.1(p) Unsafe Structure(s) – Interior</p>	<p>Due to the extent of damage from the fire the structural integrity has been compromised and the structure is in danger of collapse.</p>
4	<p>The building or structure, exclusive of the foundation, shall not show thirty-three percent (33%) or more damage or deterioration of its supporting member or members or fifty percent (50%) damage or deterioration of its non-supporting members, enclosings, or outside walls or coverings.</p>	<p>§6.1.3.1(t) Unsafe Structure(s) – 33% Support / 50% Non-Support</p>	<p>Entire roof assembly has been compromised from fire damage. More than half of the load bearing walls have been compromised from the fire and attempted repairs are wrong and add no structural strength.</p> <p>Multiple exterior walls have been stripped down to the studs, exposing fire/smoke damaged wood beams which will need to be replaced if choosing to repair.</p> <p>There is no fire separation between floors.</p>
5	<p>At least one flush toilet, bathroom sink, and bathtub or shower properly connected to the water and sewer systems of the City and in good working condition shall be supplied for every eight (8) persons, or fractions thereof, residing within a hotel or rooming house, including members of the operator's family whenever they share the use of such facilities; provided, that in a hotel or rooming house where rooms are let to males, flush urinals may be substituted for not more than one-half the required number of toilets. All other facilities shall be so located within the building as to be reasonably accessible from the common hall or passageway to all persons sharing such facilities. Every bathroom sink, and bathtub or shower shall be supplied with hot water at all times.</p>	<p>§6.3.1.7(a) Plumbing</p>	<p>No running water at the property.</p> <p>No working plumbing system at the property. A tenet was living there prior to the fire with no running water or properly working plumbing system. If choosing to repair the plumbing system needs to be assessed and repaired/replaced by a licensed plumber, permits pulled and coinciding inspections completed.</p>
6	<p>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.</p>	<p>§6.3.1.1(b) Privacy, Weather Tight, Good Repair – Interior</p>	<p>There are no proper ceilings and no proper floors throughout the property. All have been removed and replaced with loose plywood or other loose wood pieces. No doors to any bedrooms or bathroom to afford someone the proper privacy needed.</p> <p>All wall coverings have been removed.</p>
7	<p>All electrical equipment, wiring and appliances shall be properly and safely installed in accordance with the provisions of any applicable Building, Plumbing or Electric Code adopted by the City of Goshen or the State of Indiana and thereafter properly maintained.</p>	<p>§6.3.1.4(g) Properly and Safely Installed Electrical Equipment</p>	<p>Fire damaged wires throughout property, exposed wires throughout property.</p> <p>An electrical panel has been installed without a permit or inspection. A permit will need to be pulled by a licensed electrician for the panel and also wiring if choosing to repair.</p>

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

8	Every dwelling shall have heating facilities which are properly installed, maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and rooms in every dwelling unit located therein to a temperature of at least sixty-five (65) degrees Fahrenheit, and whenever the outside winter conditions are at least zero (0) degrees Fahrenheit. Unvented fuel burning space heaters shall not be used to provide primary heating.	§6.3.1.3(e) Heat Supply	The only source of heat are from space heaters that are next to blankets and foam bedding. The entire heating system from the furnace and duct work will need to be assessed by a licensed mechanical contractor. Permits will need to be pulled by a licensed mechanical contractor for any duct work and any replacement of furnace/AC water heater.
9	The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property.	§6.3.1.3(c) Roof	The roof is showing signs of deterioration. Missing shingles, and possible hole in the roof. Roof decking has all been damaged by fire and will need to be removed and replaced.
10	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.	§6.3.1.1(d) Windows and Doors	All cracked and broken windows need to be replaced. All broken and missing doors need to be replaced.
11	Every occupant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he or she occupies and controls.	§6.3.1.6(b)(1) Clean and Sanitary Dwelling Unit – Exterior	All trash and debris and excess materials on the exterior and interior of property need to be removed and property maintained in a sanitary manner. All outside storage needs to be removed and stored elsewhere
12	Every occupant of a dwelling or dwelling unit shall dispose of all his or her solid waste, appliances, furniture and bulky items in a sanitary manner. This provision does not relieve the owner of the responsibility to maintain his or her property in a clean and sanitary condition.	§6.3.1.6(b)(5) Furniture/Appliances/ Bulky Items	All bulky items, cars parked on grass, storage materials and appliances need to be removed from property.
13	Every dwelling unit shall be supplied with adequate solid waste disposal facilities and storage containers as required by the City’s Accumulation of Materials ordinance as may be amended from time to time.	§6.3.1.2(g) Containers Supplied	Every dwelling unit shall be supplied with adequate solid waste disposal facilities and storage containers as required by the City’s Accumulation of Materials ordinance as may be amended from time to time.
14	The building or structure shall not be in such a condition that it is likely to partially or completely collapse due to: (1) dilapidation, deterioration, or decay; (2) faulty construction; (3) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; or (4) the deterioration, decay or inadequacy of its foundation.	§6.3.1.1(r) Unsafe Structure(s)	Due to extensive fire damage throughout entire property compromising the structural integrity and faulty construction the property is in danger of collapse. The Building Department recommends that the structure be demolished.
15	The building or structure shall not be so damaged by fire, wind, earthquake or flood that it has become so dilapidated and deteriorated as it becomes freely accessible to persons.	§6.3.1.1(w) Unsafe Structure(s) – Dilapidated/Deteriorated/ Free Access	The building or structure shall not be so damaged by fire, wind, earthquake or flood that it has become so dilapidated and deteriorated as it becomes freely accessible to persons.

These violations make the premises at **425 N. 9th St., Goshen, Indiana 46528** unsafe and the general condition of the building warrants removal.

You are therefore **ORDERED** to demolish and remove the unsafe building to bring it into compliance with Title 6 of the Goshen City Code by **May 19, 2023**.

In the event that you fail to comply with this Order, the City of Goshen may take action to demolish the property 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, May 22, 2023 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, 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 **April 12, 2023**.

City of Goshen Building Department



A handwritten signature in cursive script that reads "Myron Grise".

MYRON GRISE
Building Commissioner

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

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing *Order of the City of Goshen Building Commissioner* for the premises at 425 N. 9th St., Goshen, Indiana 46528 was published in the Goshen News consistent with Indiana Code §36-7-9-28 and was served by sending a copy via certified mail, return receipt requested, via regular first-class mail to the last known address of the following persons to be notified on **April 13, 2023**.

CHRISTOPHER JONES

425 N. 9th St.

Goshen, IN 46528

OCCUPANT

425 N. 9th St.

Goshen, IN 46528

The undersigned further certifies that the foregoing *Order of the City of Goshen Building Commissioner* for the premises at 425 N. 9th St., Goshen, Indiana 46528 was published in the Goshen News consistent with Indiana Code §36-7-9-25 for notification and service on any and all holders of substantial interest in the real estate, including, but not limited to, unknown heirs and devisees of the following deceased individuals:

REBECCA S. CURTIS (*Deceased*, December 16, 2009)

RONALD R. CURTIS (*Deceased*, January 4, 2009)

DONNA J. VEITENHEIMER (*Deceased*, August 22, 2019)



MATT LAWSON

Asst. City Attorney

City of Goshen



Building Department

City of Goshen

204 E Jefferson St ● Goshen, Indiana 46528

Phone: 574-534-1811 ● Fax:

building@goshencity.com ● www.goshenindiana.org/building-department

February 16, 2022

Glendon & Shirley Jones
22457 Briarhill Dr
Goshen, IN 46526

RE: Unsafe Vacant Property at 425 N 9th St

Dear Glendon & Shirley Jones:

The City of Goshen inspected the vacant property at 425 N 9th St on 12/28/2021. As a result of the inspection, the building has been determined to be unsafe because it is not maintained in a manner that allows human habitation. The inspection identified numerous code violations that must be corrected to bring the property into compliance with the Goshen Neighborhood Preservation Ordinance.

The following repairs need to be completed by .

6.3.1.1(x)

Unsafe Structure(s) - Fire Hazard

NPO

The building or structure shall not, because of obsolescence, dilapidated condition, deterioration, damage, lack of sufficient fire resistive construction, electrical wiring, gas connection, or heating apparatus, become a fire hazard.

Due to the damage from the fire, all the exposed wiring, space heaters and lack of gas connection the property has become unsafe and in danger of another fire occurring

6.3.1.1(u)

Unsafe Structure(s) - Less Than 66%

NPO

The building or structure shall not have less than sixty-six percent (66%) of the strength, fire resisting qualities or characteristics, or weather resisting qualities or characteristics required by law in the case of newly constructed building of like area, height or occupancy in the same location.

Due to extensive damage from the fire throughout the property the entire structure's strength has been compromised. The rafters, floors ceiling and wall construction have all been damaged and the structural integrity is severely compromised.

The attempted construction being done on the property since the fire has been done without any permits or inspections prior to this inspection. The wrong materials have been used

throughout including but not limited to structural members, nails and flooring and must all be removed.

With the extent of damage from the fire and lack of resistive qualities it is the Building Department's recommendation that the structure be demolished. The cost of repair exceeds the value of the property.

If choosing to repair all permits need to be pulled by licensed contractors and owner of the property, and proper inspections completed by the Building Department. If choosing to demolish a demolition permit will need to be pulled.

6.3.1.1(p)**Unsafe Structure(s) - Interior**

NPO

Any portion, member or appurtenance of a building shall not be likely to fail, to become detached, dislodged or to collapse and thereby injure persons or damage property.

Due to the extent of damage from the fire the structural integrity has been compromised and the structure is in danger of collapse.

6.3.1.1(t)**Unsafe Structure(s) 33% Support/50% Non-Support**

NPO

The building or structure, exclusive of the foundation, shall not show thirty-three percent (33%) or more damage or deterioration of its supporting member or members or fifty percent (50%) damage or deterioration of its non-supporting members, enclosings, or outside walls or coverings.

Entire roof assembly has been compromised from fire damage. More than half of the load bearing walls have been compromised from the fire and attempted repairs are wrong and add no structural strength.

Multiple exterior walls have been stripped down to the studs, exposing fire/smoke damaged wood beams which will need to be replaced if choosing to repair.

There is no fire separation between floors.

6.3.1.7(a)**Plumbing**

NPO

At least one flush toilet, bathroom sink, and bathtub or shower properly connected to the water and sewer systems of the City and in good working condition shall be supplied for every eight (8) persons, or fractions thereof, residing within a hotel or rooming house, including members of the operator's family whenever they share the use of such facilities; provided, that in a hotel or rooming house where rooms are let to males, flush urinals may be substituted for not more than one-half the required number of toilets. All other facilities shall be so located within the building as to be reasonably accessible from the common hall or passageway to all persons sharing such facilities. Every bathroom sink, and bathtub or shower shall be supplied with hot water at all times.

No running water at the property.

No working plumbing system at the property. A tenet was living there prior to the fire with no running water or properly working plumbing system.

If choosing to repair the plumbing system needs to be assessed and repaired/replaced by a licensed plumber, permits pulled and coinciding inspections completed.

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.

There are no proper ceilings and no proper floors throughout the property. All have been removed and replaced with loose plywood or other loose wood peices. No doors to any bedrooms or bathroom to afford someone the proper privacy needed.

All wall coverings have been removed.

6.3.1.4(g)**Properly and Safely Installed Electrical Equipment**

NPO

All electrical equipment, wiring and appliances shall be properly and safely installed in accordance with the provisions of any applicable Building, Plumbing or Electric Code adopted by the City of Goshen or the State of Indiana and thereafter properly maintained.

Fire damaged wires throughout property, exposed wires throughout property.

An electrical panel has been installed without a permit or inspection. A permit will need to be pulled by a licensed electrician for the panel and also wiring if choosing to repair.

6.3.1.3(e)**Heat Supply**

NPO

Every dwelling shall have heating facilities which are properly installed, maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and rooms in every dwelling unit located therein to a temperature of at least sixty-five (65) degrees Fahrenheit, and whenever the outside winter conditions are at least zero (0) degrees Fahrenheit. Unvented fuel burning space heaters shall not be used to provide primary heating.

The only source of heat are from space heaters that are next to blankets and foam bedding.

The entire heating system from the furnace and duct work will need to be assessed by a licensed mechanical contractor.

Permits will need to be pulled by a licensed mechanical contractor for any duct work and any replacement of furnace/AC water heater.

6.3.1.1(c)**Roof**

NPO

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property.

The roof is showing signs of deterioration. Missing shingles, and possible hole in the roof.

Roof decking has all been damaged by fire and will need to be removed and replaced.

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.

All cracked and broken windows need to be replaced.

All broken and missing doors need to be replaced.

6.3.1.6(b)(1)**Clean and Sanitary Dwelling Unit - Exterior**

NPO

Every occupant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he or she occupies and controls.

All trash and debris and excess materials on the exterior and interior of property need to be removed and property maintained in a sanitary manner.

All outside storage needs to be removed and stored elsewhere

6.3.1.6(b)(5)**Furniture/Appliances/Bulky Items**

NPO

Every occupant of a dwelling or dwelling unit shall dispose of all his or her solid waste, appliances, furniture and bulky items in a sanitary manner. This provision does not relieve the owner of the responsibility to maintain his or her property in a clean and sanitary condition.

All bulky items, cars parked on grass, storage materials and appliances need to be removed from property.

6.3.1.2(g)**Containers Supplied**

NPO

Every dwelling unit shall be supplied with adequate solid waste disposal facilities and storage containers as required by the City's Accumulation of Materials ordinance as may be amended from time to time.

Every dwelling unit shall be supplied with adequate solid waste disposal facilities and storage containers as required by the City's Accumulation of Materials ordinance as may be amended from time to time.

6.3.1.1(r)**Unsafe Structure(s)**

NPO

The building or structure shall not be in such a condition that it is likely to partially or completely collapse due to:

- (1) dilapidation, deterioration, or decay;
- (2) faulty construction;
- (3) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; or
- (4) the deterioration, decay or inadequacy of its foundation.

Due to extensive fire damage throughout entire property compromising the structural integrity and faulty construction the property is in danger of collapse.

The Building Department recommends that the structure be demolished.

6.3.1.1(w)

Unsafe Structure(s) - Dilapidated/Deteriorated/Free Access

NPO

The building or structure shall not be so damaged by fire, wind, earthquake or flood that it has become so dilapidated and deteriorated as it becomes freely accessible to persons.

The building or structure shall not be so damaged by fire, wind, earthquake or flood that it has become so dilapidated and deteriorated as it becomes freely accessible to persons.

If addition, if the property is intended to be used as a rental, it will require registration with the Building Department.

Thank you for your cooperation in allowing the City of Goshen to conduct this inspection.

Respectfully.

Travis Eash
Code Compliance Officer



Building Department

City of Goshen

204 E Jefferson St ● Goshen, Indiana 46528

Phone: 574-534-1811 ● Fax:

building@goshencity.com ● www.goshenindiana.org/building-department

August 9, 2022

Glendon & Shirley Jones
22457 Briarhill Dr
Goshen, IN 46526

RE: Unsafe Vacant Property at 425 N 9th St

Dear Glendon & Shirley Jones:

The City of Goshen inspected the vacant property at 425 N 9th St on 12/28/2021. As a result of the inspection, the building has been determined to be unsafe because it is not maintained in a manner that allows human habitation. The inspection identified numerous code violations that must be corrected to bring the property into compliance with the Goshen Neighborhood Preservation Ordinance.

The following repairs need to be completed by .

6.3.1.1(x)

Unsafe Structure(s) - Fire Hazard

NPO

The building or structure shall not, because of obsolescence, dilapidated condition, deterioration, damage, lack of sufficient fire resistive construction, electrical wiring, gas connection, or heating apparatus, become a fire hazard.

Due to the damage from the fire, all the exposed wiring, space heaters and lack of gas connection the property has become unsafe and in danger of another fire occurring

6.3.1.1(u)

Unsafe Structure(s) - Less Than 66%

NPO

The building or structure shall not have less than sixty-six percent (66%) of the strength, fire resisting qualities or characteristics, or weather resisting qualities or characteristics required by law in the case of newly constructed building of like area, height or occupancy in the same location.

Due to extensive damage from the fire throughout the property the entire structure's strength has been compromised. The rafters, floors ceiling and wall construction have all been damaged and the structural integrity is severely compromised.

The attempted construction being done on the property since the fire has been done without any permits or inspections prior to this inspection. The wrong materials have been used

throughout including but not limited to structural members, nails and flooring and must all be removed.

With the extent of damage from the fire and lack of resistive qualities it is the Building Department's recommendation that the structure be demolished. The cost of repair exceeds the value of the property.

If choosing to repair all permits need to be pulled by licensed contractors and owner of the property, and proper inspections completed by the Building Department. If choosing to demolish a demolition permit will need to be pulled.

6.3.1.1(p)

Unsafe Structure(s) - Interior

NPO

Any portion, member or appurtenance of a building shall not be likely to fail, to become detached, dislodged or to collapse and thereby injure persons or damage property.

Due to the extent of damage from the fire the structural integrity has been compromised and the structure is in danger of collapse.

6.3.1.1(t)

Unsafe Structure(s) 33% Support/50% Non-Support

NPO

The building or structure, exclusive of the foundation, shall not show thirty-three percent (33%) or more damage or deterioration of its supporting member or members or fifty percent (50%) damage or deterioration of its non-supporting members, enclosings, or outside walls or coverings.

Entire roof assembly has been compromised from fire damage. More than half of the load bearing walls have been compromised from the fire and attempted repairs are wrong and add no structural strength.

Multiple exterior walls have been stripped down to the studs, exposing fire/smoke damaged wood beams which will need to be replaced if choosing to repair.

There is no fire separation between floors.

6.3.1.7(a)

Plumbing

NPO

At least one flush toilet, bathroom sink, and bathtub or shower properly connected to the water and sewer systems of the City and in good working condition shall be supplied for every eight (8) persons, or fractions thereof, residing within a hotel or rooming house, including members of the operator's family whenever they share the use of such facilities; provided, that in a hotel or rooming house where rooms are let to males, flush urinals may be substituted for not more than one-half the required number of toilets. All other facilities shall be so located within the building as to be reasonably accessible from the common hall or passageway to all persons sharing such facilities. Every bathroom sink, and bathtub or shower shall be supplied with hot water at all times.

No running water at the property.

No working plumbing system at the property. A tenet was living there prior to the fire with no running water or properly working plumbing system.

If choosing to repair the plumbing system needs to be assessed and repaired/replaced by a licensed plumber, permits pulled and coinciding inspections completed.

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.

There are no proper ceilings and no proper floors throughout the property. All have been removed and replaced with loose plywood or other loose wood peices. No doors to any bedrooms or bathroom to afford someone the proper privacy needed.

All wall coverings have been removed.

6.3.1.4(g)**Properly and Safely Installed Electrical Equipment**

NPO

All electrical equipment, wiring and appliances shall be properly and safely installed in accordance with the provisions of any applicable Building, Plumbing or Electric Code adopted by the City of Goshen or the State of Indiana and thereafter properly maintained.

Fire damaged wires throughout property, exposed wires throughout property.

An electrical panel has been installed without a permit or inspection. A permit will need to be pulled by a licensed electrician for the panel and also wiring if choosing to repair.

6.3.1.3(e)**Heat Supply**

NPO

Every dwelling shall have heating facilities which are properly installed, maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and rooms in every dwelling unit located therein to a temperature of at least sixty-five (65) degrees Fahrenheit, and whenever the outside winter conditions are at least zero (0) degrees Fahrenheit. Unvented fuel burning space heaters shall not be used to provide primary heating.

The only source of heat are from space heaters that are next to blankets and foam bedding.

The entire heating system from the furnace and duct work will need to be assessed by a licensed mechanical contractor.

Permits will need to be pulled by a licensed mechanical contractor for any duct work and any replacement of furnace/AC water heater.

6.3.1.1(c)**Roof**

NPO

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property.

The roof is showing signs of deterioration. Missing shingles, and possible hole in the roof.

Roof decking has all been damaged by fire and will need to be removed and replaced.

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.

All cracked and broken windows need to be replaced.

All broken and missing doors need to be replaced.

6.3.1.6(b)(1)**Clean and Sanitary Dwelling Unit - Exterior**

NPO

Every occupant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he or she occupies and controls.

All trash and debris and excess materials on the exterior and interior of property need to be removed and property maintained in a sanitary manner.

All outside storage needs to be removed and stored elsewhere

6.3.1.6(b)(5)**Furniture/Appliances/Bulky Items**

NPO

Every occupant of a dwelling or dwelling unit shall dispose of all his or her solid waste, appliances, furniture and bulky items in a sanitary manner. This provision does not relieve the owner of the responsibility to maintain his or her property in a clean and sanitary condition.

All bulky items, cars parked on grass, storage materials and appliances need to be removed from property.

6.3.1.2(g)**Containers Supplied**

NPO

Every dwelling unit shall be supplied with adequate solid waste disposal facilities and storage containers as required by the City's Accumulation of Materials ordinance as may be amended from time to time.

Every dwelling unit shall be supplied with adequate solid waste disposal facilities and storage containers as required by the City's Accumulation of Materials ordinance as may be amended from time to time.

6.3.1.1(r)**Unsafe Structure(s)**

NPO

The building or structure shall not be in such a condition that it is likely to partially or completely collapse due to:

- (1) dilapidation, deterioration, or decay;
- (2) faulty construction;
- (3) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; or
- (4) the deterioration, decay or inadequacy of its foundation.

Due to extensive fire damage throughout entire property compromising the structural integrity and faulty construction the property is in danger of collapse.

The Building Department recommends that the structure be demolished.

6.3.1.1(w)

Unsafe Structure(s) - Dilapidated/Deteriorated/Free Access

NPO

The building or structure shall not be so damaged by fire, wind, earthquake or flood that it has become so dilapidated and deteriorated as it becomes freely accessible to persons.

The building or structure shall not be so damaged by fire, wind, earthquake or flood that it has become so dilapidated and deteriorated as it becomes freely accessible to persons.

If addition, if the property is intended to be used as a rental, it will require registration with the Building Department.

Thank you for your cooperation in allowing the City of Goshen to conduct this inspection.

Respectfully.

Travis Eash
Code Compliance Officer



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: May 24, 2023
RE: Building Commissioner & Board of Works Orders –
907 ½ S. Main St. Goshen, Indiana 46528 (Ron Davidhizar)

A hearing will be held before the Goshen Board of Public Works and Safety on **Monday, June 12, 2022 at 2:00 p.m.**, or soon thereafter, for the purpose of reviewing the attached Orders of the City of Goshen Building Commissioner and Board of Public Works and Safety regarding the property located at 907 ½ S. Main St., Goshen, Indiana 46528. The following documents are attached for the Board's review:

- December 22, 2022 — Notice of Violation and corresponding inspection photographs
- March 8, 2023 — Order of the City of Goshen Building Commissioner
- April 10, 2023 — Order of the City of Goshen Board of Public Works & Safety

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. The Board also needs to decide whether to move forward with repairs at the owner's expense.

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

Final Notice of Violation



City of Goshen

Ryan Conrad
Rental Inspector
5745373822
ryanconrad@goshencity.com

FINAL NOTICE

December 22, 2022

Ron Davidhizar
203 Middlebury St
Goshen, IN 46528

RE: 907 S Main St 1, Violation # 22-0938-NHP
201116280013000015

Dear Property Owner:

Our latest inspection revealed that this violation is not in full compliance after our last letter dated 7/5/2022 relative to the above-referenced property.

For your review, the table below shows outstanding violation(s) and the specific code, as set out in the Goshen City Code.

6.3.1.1(c)

Roof

NPO

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property.

- 1.) The roof and flashing on the building are not sound. There was damage to the roof at the rear of the structure from a previous storm. The roof needs to be assessed for damage and repaired or replaced.
- 2.) Roof drainage in the building is not adequate to prevent dampness or deterioration in the walls or interior portion of the building.

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 walls have not been kept reasonably weather tight and rodent proof. The building has not been kept in good repair. There was damage to the siding at the rear of the dwelling that needs to be repaired.

6.3.1.2(b) Bathroom - Sink and Toilet

NPO Every dwelling unit, except as otherwise permitted under Subsection (d), shall contain a room which affords privacy to a person within said room, and which is equipped with a flush toilet and a bathroom sink in good working condition, properly connected to a water and sewer system if available; if no sewer is available, to a septic system approved by the City of Goshen.

The dwelling unit at the above cited property does not contain a room which is equipped with a flush toilet and a bathroom sink in good working condition.

- 1.) The faucet on the bathroom sink was leaking. The plumbing needs to be assessed and faucet repaired or replaced.
- 2.) The toilet was loose and needs to be firmly anchored to the floor.

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.

There were two exterior light fixtures that were not properly covered. The wiring needs to be concealed and globes installed for protection from the elements.

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 rubbish, on the real estate of the above cited property creates a harborage for rodents or insects. There was trash, junk, and debris at the side and rear of the property that needs to be removed.

6.3.1.1(ff) Vacant Property to be Secured

NPO If a building, garage, accessory or structure is vacant, all exterior doors, exterior windows, exterior basement entrances and any other points of entry shall be locked and secured from intrusion by unauthorized persons.

The windows and exterior door on vacant unit need to be properly secured.

Commented [CR1]:

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.

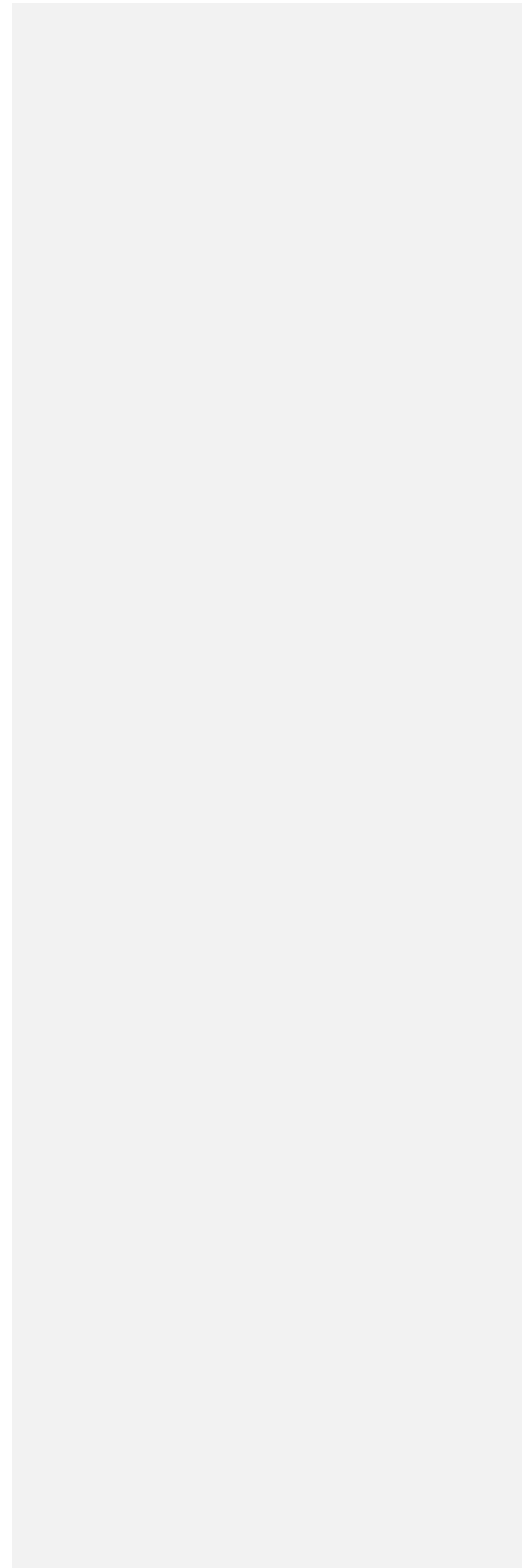
The building has windows that have not been kept reasonably weather tight and in good repair. Glazing materials have not been maintained free from cracks and holes. All broken windows must be repaired or replaced to make weather tight.

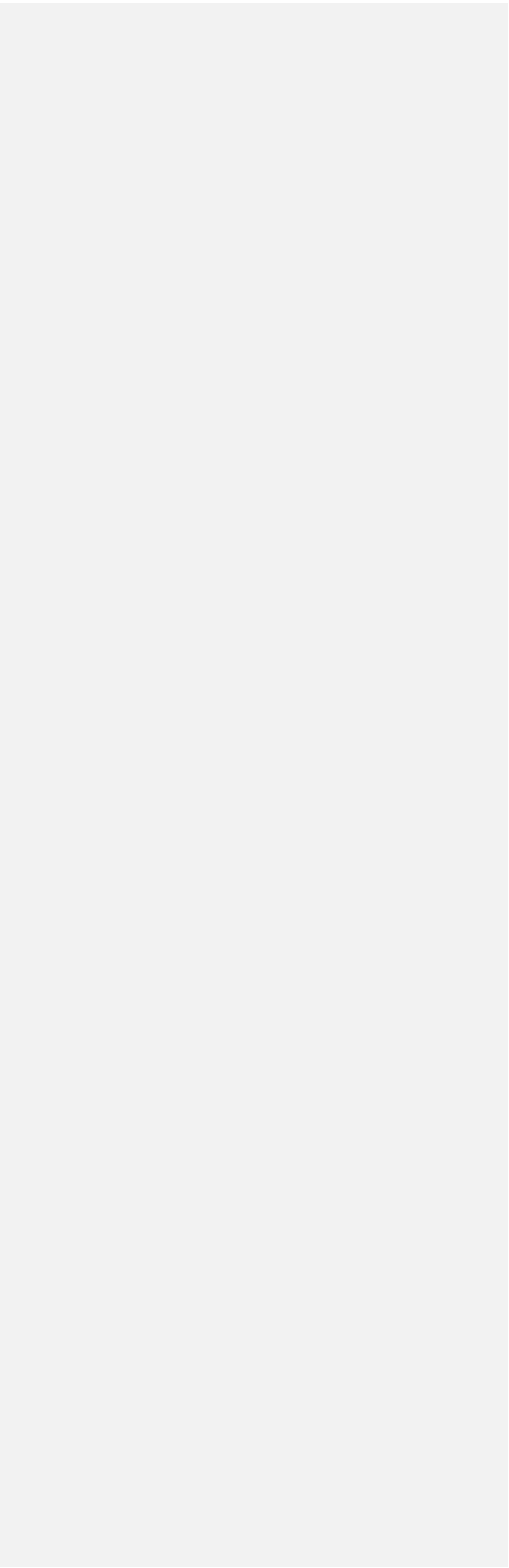
If you are not the owner or manager of this property, please contact us at 5745373822 as soon as possible to correct our records. Thank you for your cooperation in this matter.

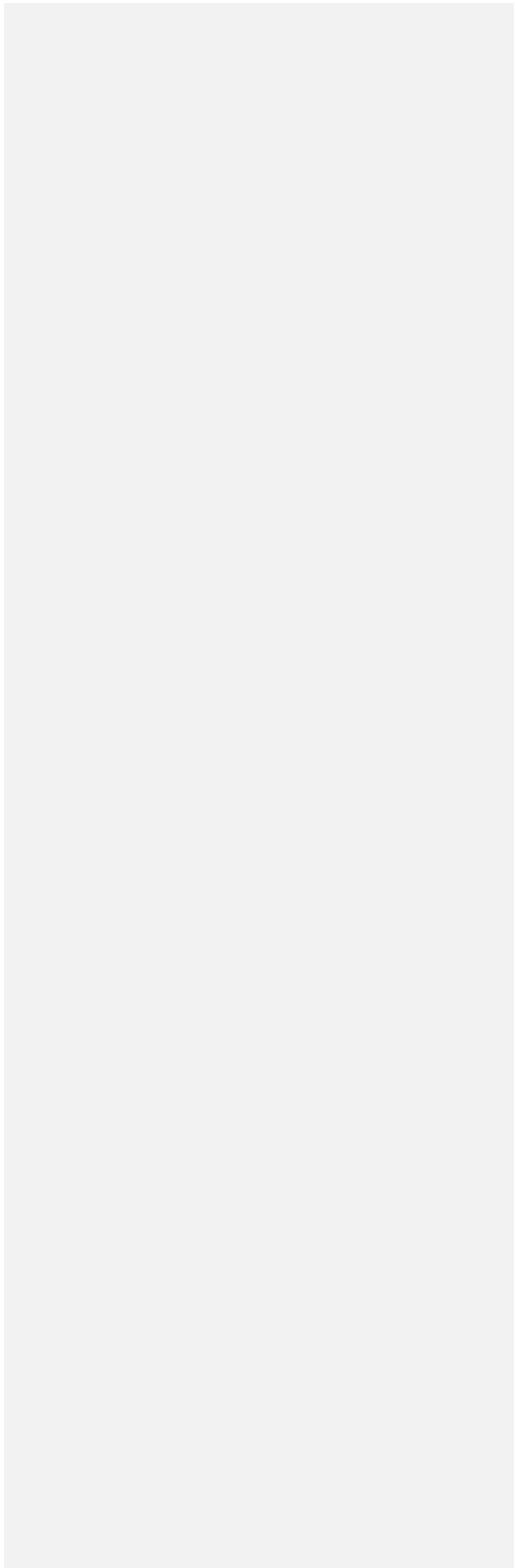
Sincerely,

A handwritten signature in black ink, appearing to read 'Ryan Conrad', written over a horizontal line.

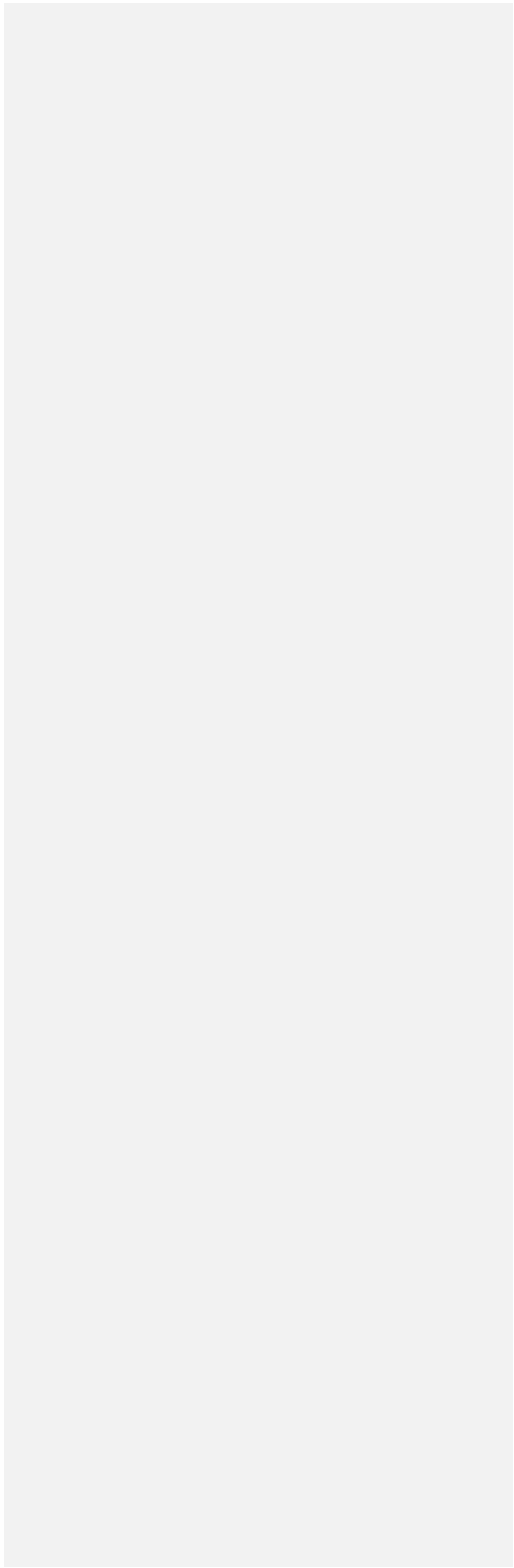
Ryan Conrad
Rental Inspector





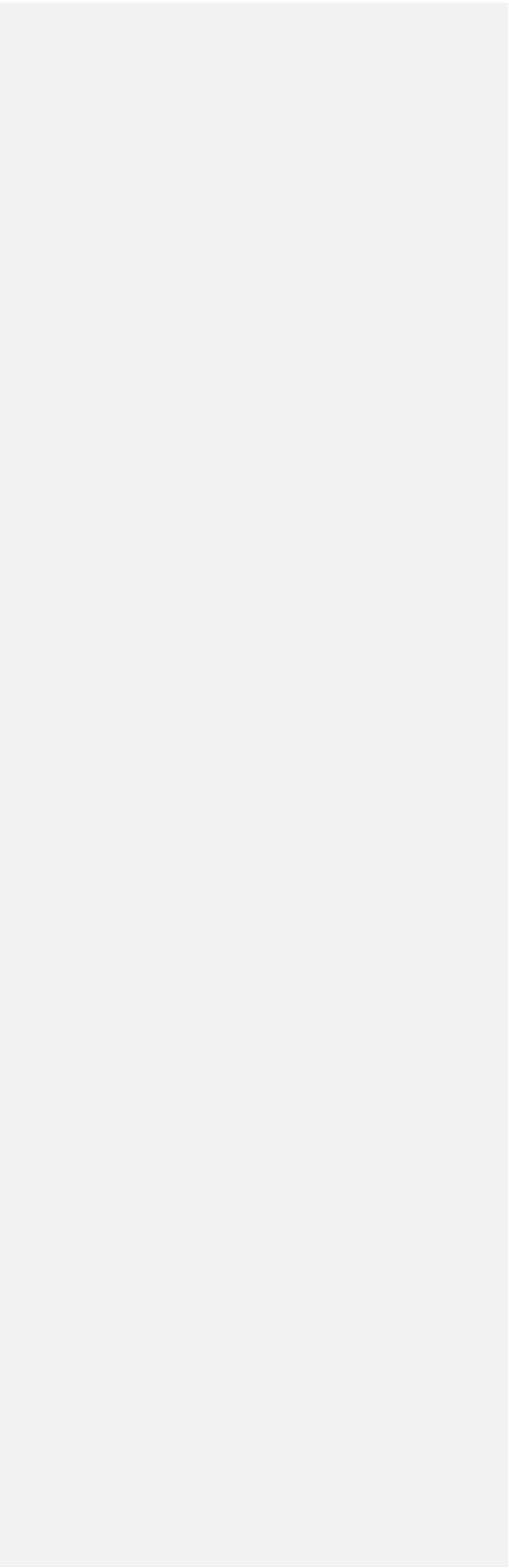












ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

March 8, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

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

OCCUPANT
907 ½ S. Main St.
Goshen, IN 46528

RE: Premises at 907 ½ S. Main St., Goshen, Indiana 46528

You are notified as a person holding a substantial property interest in the real estate at **907 ½ S. Main 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 **July 5, 2022**. Violations of the Accumulation of Materials, Building Code, and Neighborhood Preservation Ordinance code sections were cited. The real estate was reinspected on **November 7, 2022, December 19, 2022**, and again on **January 19, 2023**, 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 seven (7) 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 & CORRECTIVE ACTION ORDERED			
#	DESCRIPTION	CODE SECTION VIOLATED	CORRECTIVE ACTION ORDERED
1	The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property.	6.3.1.1(c) Roof	1.) The roof and flashing on the building are not sound. There was damage to the roof at the rear of the structure from a previous storm. The roof needs to be assessed for damage and repaired or replaced. 2.) Roof drainage in the building is not adequate to prevent dampness or deterioration in the walls or interior portion of the building.
2	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.	6.3.1.1(b) Privacy, Weather Tight, Good Repair - Exterior	The building's walls have not been kept reasonably weather tight and rodent proof. The building has not been kept in good repair. There was damage to the siding at the rear of the dwelling that needs to be repaired.
3	Every dwelling unit, except as otherwise permitted under Subsection (d), shall contain a room which affords privacy to a person within said room, and which is equipped with a flush toilet and a bathroom sink in good working condition, properly connected to a water and sewer system if available; if no sewer is	6.3.1.2(b) Bathroom - Sink and Toilet	The dwelling unit at the above cited property does not contain a room which is equipped with a flush toilet and a bathroom sink in good working condition. 1.) The faucet on the bathroom sink was leaking. The plumbing needs to be assessed and faucet repaired or replaced.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

	available, to a septic system approved by the City of Goshen.		2.) The toilet was loose and needs to be firmly anchored to the floor.
4	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.	6.3.1.1(a) Safe and Satisfactory Condition of Facility, Equipment, Utility	There were two exterior light fixtures that were not properly covered. The wiring needs to be concealed and globes installed for protection from the elements.
5	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.	6.10.1.4(b)(2) Accumulation of Materials - Harborage for Rodents	An accumulation of materials, namely rubbish, on the real estate of the above cited property creates a harborage for rodents or insects. There was trash, junk, and debris at the side and rear of the property that needs to be removed.
6	If a building, garage, accessory or structure is vacant, all exterior doors, exterior windows, exterior basement entrances and any other points of entry shall be locked and secured from intrusion by unauthorized persons.	6.3.1.1(ff) Vacant Property to be Secured	The windows and exterior door on vacant unit need to be properly secured.
7	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.	6.3.1.1(d) Windows and Doors	The building has windows that have not been kept reasonably weather tight and in good repair. Glazing materials have not been maintained free from cracks and holes. All broken windows must be repaired or replaced to make weather tight.

These violations make the premises at 907 ½ S. Main 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 **April 7, 2023.**

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, April 10, 2023 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, 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 **March 8, 2023**.

City of Goshen Building Department



GOSHEN BUILDING DEPARTMENT

204 E. Jefferson St., Suite 5

Goshen, IN 46528

Website: building@goshencity.com

/s/ Myron Grise

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 907 ½ S. Main 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 **March 8, 2023**.

RON DAVIDHIZAR

203 Middlebury St.

Goshen, IN 46528

OCCUPANT

907 ½ S. Main St.,

Goshen, Indiana 46528

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

MATT LAWSON

Asst. City Attorney

City of Goshen

**ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY
Regarding the Property Located at 907 ½ S. Main St., Goshen, Indiana 46528**

APRIL 10, 2023

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

OCCUPANT
907 ½ S. Main St.
Goshen, IN 46528

This Order is being served on you as a person holding a substantial property interest in the real estate at **907 ½ S. Main St., Goshen, Indiana 46528 (the "Property")**.

A hearing was held before the City of Goshen Board of Public Works and Safety (the "Board") on **April 10, 2023** to review compliance with the Order of the City of Goshen Building Commissioner issued on **March 8, 2023** (the "Order"). Notice of the hearing was provided to occupants of the Property and to all persons holding a substantial property interest, including Ron Davidhizar.

Ryan Conrad, Rental Housing Inspector, appeared before the Board representing the City of Goshen Building Department.

Ron Davidhizar did not appear despite receiving notice of the hearing via certified mailing on **March 22, 2023**.

Evidence was presented to the Board which now finds as follows:

The Goshen Building Department inspected the Property on **July 5, 2022**, at which time a total of seven (7) Violations of the Neighborhood Preservation Ordinance (the "NPO") code sections were cited.

The Property was reinspected on **November 7, 2022, December 22, 2022**, and again on **January 19, 2023**, which showed no significant improvement to the real estate.

The Goshen Building Department re-inspected the Property the week before the hearing (i.e. the week of April 3rd) and determined that no improvements had been made to the Property and that the following seven (7) NPO code violations still existed from the original Order:

VIOLATIONS OF TITLE 6, ARTICLE 3 - NEIGHBORHOOD PRESERVATION ORDINANCE ("NPO")			
#	DESCRIPTION	CODE SECTION VIOLATED	CORRECTIVE ACTION ORDERED
1	The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property.	6.3.1.1(c) Roof	1.) The roof and flashing on the building are not sound. There was damage to the roof at the rear of the structure from a previous storm. The roof needs to be assessed for damage and repaired or replaced. 2.) Roof drainage in the building is not adequate to prevent dampness or deterioration in the walls or interior portion of the building.
2	Every foundation, floor, wall, ceiling, and roof shall be reasonably weather tight and rodent proof; shall be capable	6.3.1.1(b)	The building's walls have not been kept reasonably weather tight and rodent proof. The

	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.	Privacy, Weather Tight, Good Repair - Exterior	building has not been kept in good repair. There was damage to the siding at the rear of the dwelling that needs to be repaired.
3	Every dwelling unit, except as otherwise permitted under Subsection (d), shall contain a room which affords privacy to a person within said room, and which is equipped with a flush toilet and a bathroom sink in good working condition, properly connected to a water and sewer system if available; if no sewer is available, to a septic system approved by the City of Goshen.	6.3.1.2(b) Bathroom - Sink and Toilet	The dwelling unit at the above cited property does not contain a room which is equipped with a flush toilet and a bathroom sink in good working condition. 1.) The faucet on the bathroom sink was leaking. The plumbing needs to be assessed and faucet repaired or replaced. 2.) The toilet was loose and needs to be firmly anchored to the floor.
4	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.	6.3.1.1(a) Safe and Satisfactory Condition of Facility, Equipment, Utility	There were two exterior light fixtures that were not properly covered. The wiring needs to be concealed and globes installed for protection from the elements.
5	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.	6.10.1.4(b)(2) Accumulation of Materials - Harborage for Rodents	An accumulation of materials, namely rubbish, on the real estate of the above cited property creates a harborage for rodents or insects. There was trash, junk, and debris at the side and rear of the property that needs to be removed.
6	If a building, garage, accessory or structure is vacant, all exterior doors, exterior windows, exterior basement entrances and any other points of entry shall be locked and secured from intrusion by unauthorized persons.	6.3.1.1(ff) Vacant Property to be Secured	The windows and exterior door on vacant unit need to be properly secured.
7	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.	6.3.1.1(d) Windows and Doors	The building has windows that have not been kept reasonably weather tight and in good repair. Glazing materials have not been maintained free from cracks and holes. All broken windows must be repaired or replaced to make weather tight.

It is therefore **ORDERED** by the Board of Public Works and Safety as follows:

Due to the ongoing violations set forth above, the building or structure located at **907 ½ S. Main St., Goshen, Indiana 46528** is unsafe within the meaning of Indiana Code §36-7-9-4 in that it is: (1) in an impaired structural condition that makes it unsafe to a person or property; (2) a fire hazard; (3) a hazard to the public health; (4) a public nuisance; (5) dangerous to a person or property because of violations of the City’s Neighborhood Preservation Ordinance (“NPO”) (Goshen City Code §§6.1.1.1, *et seq.*) and Indiana’s Unsafe Building Law (“UBL”) (I.C. §36-7-9-1, *et seq.*); and/or (6) vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the NPO and/or UBL.

The Board affirms the previous Order of the City of Goshen Building Commissioner issued **March 8, 2023**, and finds that there are seven (7) ongoing violations of the NPO, as listed in the table above, that continue to exist at the Property.

You are ordered to complete all repairs set forth in the “Corrective Action Ordered” section of the table above so that the Property is in compliance with Title 6 of the Goshen City Code by **May 8, 2023**.

This matter shall be set for a continuous enforcement hearing on **May 8, 2023 at 2:00pm**, at which time the Board will consider additional enforcement action for any non-compliance with this Order.

In the event that you fail to comply with this Order, the City of Goshen may take action to complete the Ordered repairs 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 consistent with the provisions of Indiana Code §36-7-9-10 (“Action to enforce orders”) and Indiana Code §36-7-9-11 (“Liability for costs for performance of work required by orders”). Furthermore, if the Board finds that you have willfully failed to comply with the Order the City may impose a civil penalty of up to Five Thousand Dollars and 00/100 (\$5,000) pursuant to Indiana Code §36-7-9-7(e). Such amounts can become a lien upon the Property and can ultimately be enforced in the same manner as any other judgment.

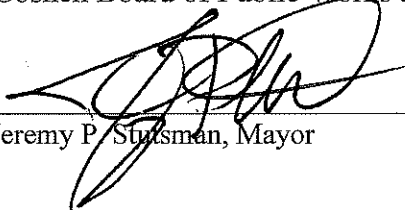
You are further notified that a continuous enforcement hearing will be held before the Board on **Monday, May 8, 2023 at 2:00 p.m.**, or soon thereafter, for the purpose of reviewing compliance with this Order. The hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana 46528.

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 on the day and time set forth above, 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.

Pursuant to Indiana Code §36-7-9-27, if you transfer or agree to transfer your interest or any portion of your interest in the Property to another person, you must supply the other person with details regarding this Order prior to transferring or agreeing to transfer that substantial interest. Within five (5) days after transferring or agreeing to transfer a substantial interest in the Property, you must supply the Goshen Building Commissioner, Myron Grise, with: (1) full name; (2) mailing address; and (3) 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 Board of Public Works and Safety is issued on **April 10, 2023**.

City of Goshen Board of Public Works and Safety



Jeremy P. Stutsman, Mayor