



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., November 13, 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 Gina Leichty

Approval of Minutes: October 30, 2023

Approval of Agenda

- 1) Business Request:** Borntrager, Inc. request for four parking spaces at 126 S. Main Street on November 14, 2023
- 2) Business Request:** Reliance Construction Hearing Request Seeking Approval of Sidewalk and Street Closures
- 3) Legal Department request:** Agreement with Barkes, Kolbus, Rife & Schuler, LLP for Provision of Legal Services
- 4) Legal Department request:** Resolution 2023-35: Establishing Rules for Use of the City's Public Recycle Drop-off Site
- 5) Legal Department request:** Agreement with Peerless Midwest, Inc. for the Cleaning of Well 1A, Cleaning and Pump Overhaul of Well 14, and Pump and Motor Overhaul of High Service Pump 1.
- 6) Legal Department request:** Resolution 2023-38, Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment
- 7) Planning Department request:** Community Development Block Grant (CDBG) Conflict of Interest Disclosure
- 8) Planning Department request:** Community Development Block Grant (CDBG) Conflict of Interest Disclosure



9) Planning Department request: Acceptance of Plat for Keystone Square Fifteenth

10) Engineering Department request: Extension of Tenth Street Road Closure and Temporary Parking Restriction (JN: 2022-0037)

11) Engineering Department request: Agreement Amendment for Electrical Maintenance: Traffic Signals, School Flashers, Lighting, Airport, City Buildings (JN: 2024-0005)

12) Engineering Department request: Agreement Amendment for Electrical Maintenance: Municipal Wastewater and Water Utilities (JN: 2024-0006)

Privilege of the Floor

13) Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 114 South 29th Street (Ronald E. Davidhizar, property owner)

Approval of Civil City and Utility Claims

Adjournment



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

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

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

Absent: Mike Landis

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Oct. 16, 2023 Regular Meeting prepared by Clerk-Treasurer Aguirre. **Board Member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board Member Mary Nichols. Motion passed 4-0.**

REVIEW/APPROVE AGENDA: Mayor Leichty presented the meeting agenda as submitted by the Clerk-Treasurer. **Board member Swartley moved to approve the agenda as presented and Board member Nichols seconded the motion. Motion passed 4-0.**

1) Police Department request: Approve the resignation of Officer Tyler D. Smoker, effective Nov. 1, 2023

City Police Chief José Miller asked the Board to approve the resignation of **Officer Tyler D. Smoker**, effective Nov. 1, 2023. Officer Smoker has accepted a position with the Noble County Sheriff's Office.

Chief Miller said Officer Smoker stated that his work schedule for the Noble County Sheriff's Office will be much more conducive for him and his family. Chief Miller thanked Officer Smoker for the time he served our community and wished him only the best in his law enforcement career.

In his letter of resignation, **Officer Hooley** wrote, "I appreciate all that the City of Goshen has provided me and will take the great experience I have gained to further pursue my law enforcement career with a schedule better suiting my family."

Mayor Leichty asked what **Officer Smoker's** work schedule will be. **Chief Miller** said he will work 12-hour shifts. **Swartley/Nichols moved to approve the resignation of Officer Tyler D. Smoker, effective Nov. 1, 2023. The motion passed 4-0.**

2) Police Department request: Approve the retirement of Officer Jeremy Hooley, effective Nov. 17, 2023

City Police Chief José Miller asked the Board to approve the retirement of **Officer Jeremy Hooley**, effective Nov. 17, 2023. Officer Hooley has accepted a position in the private sector in another state.

Chief Miller said Officer Hooley's last working day will be Nov. 16, 2023. He said Officer Hooley started his full-time career at the Goshen Police Department on Oct. 8, 2010. Prior to coming to Goshen, Officer Hooley was a full-time police officer with the Nappanee Police Department.

Chief Miller said Officer Hooley started his career in the patrol division and was later assigned to the Training Department as a Lieutenant. He served the department as a patrol Sergeant and was an instructor for various topics which include, but are not limited to, firearms and defensive tactics. Officer Hooley served on Goshen's tactical team and later on the multijurisdictional S.W.A.T. team.

Chief Miller also said, "The knowledge and abilities Officer Hooley brought to our department are second to none. He has a passion for teaching officers to be the best they can be all while being as safe as possible while performing their duties. I would like to thank Officer Hooley for his service and commitment to this department and our community. I wish him the absolute best in his retirement and in his future endeavors."



In his letter of retirement, **Officer Hooley** wrote, in part, “ This will bring a major shift in my life, and was not a decision made lightly. While certain aspects will be easy to leave behind, there is much that will not. Those officers that have been driven to do better, be better, and to train hard, I will definitely miss ... It is no secret that officer safety and standards have been my focus, even if it was a point of contention. I can say unequivocally that I am comfortable with that being part of my legacy, as my focus has always been improving officers’ ability to be safe as well as their knowledge of the law.”

Mayor Leichty asked **Chief Miller** to extend the Board’s thanks to **Officer Hooley**.

Swartley/Nichols moved to approve the retirement of **Officer Jeremy Hooley**, effective Nov. 17, 2023. The motion passed 4-0.

3) Police Department request: Approve the resignation of Reserve Officer Nicholas McCloughen, effective Oct. 24, 2023

City Police Chief José Miller asked the Board to approve the resignation of **Reserve Officer Nicholas McCloughen**, effective Oct. 24, 2023.

Chief Miller said Officer McCloughen worked as a full-time police officer in Goshen for approximately 15 years and left the profession for the private sector. Although he left full-time status, he wished to remain as a reserve police officer and was sworn in effective November 2022.

On Oct. 24, Chief Miller said Officer McCloughen contacted him and stated that his work schedule has consumed more time than anticipated and that he does not have the time to keep up with the required training. Even though he would love to remain on the department, Chief Miller said Officer McCloughen feels he must resign.

Chief Miller added, “I would like to thank Reserve Officer McCloughen for the time he has served both as a full-time police officer and as a reserve police officer on the Goshen Police Department. I wish him only the best in his career.”

Mayor Leichty asked the number of hours of training a reserve officer is required to have. **Chief Miller** said the state requires that reserve officers have the same number of training hours as regular officers.

Swartley/Nichols moved to approve the resignation of **Reserve Officer Nicholas McCloughen**, effective Oct. 24, 2023. Motion passed 4-0.

4) Legal & Police Departments request: Approve and execute Resolution 2023-34 Approving Transfer of Police Dog from City to the County of Noble at the cost of \$4,500 effective upon the County’s passage of a substantially identical resolution

Brandy Toms, a paralegal with the City Legal Department, told the Board that the City of Goshen and Noble County have negotiated an agreement for the transfer of a police dog (“**Jedi**”) from the City to Noble County.

Toms said Indiana Code §5-22-22-10 allows for the exchange of property between governmental entities for any amount of property or cash upon terms and conditions agreed upon by the governmental bodies as evidenced by adoption of a substantially identical resolution by each entity. As such, Toms said attached to the Board’s meeting packet for the Board’s approval and execution was **Resolution 2023-34**, approving the transfer of Jedi to Noble County effective upon the County’s passage of a substantially identical resolution.

Swartley/Nichols moved to approve and execute **Resolution 2023-34 Approving Transfer of a Police Dog from City to Noble County at the cost of \$4,500 effective upon the County’s passage of a substantially identical resolution**. Motion passed 4-0.

After the vote, **Mayor Leichty** joked, “May the Force be with Jedi.” **Toms** responded, “That is the second time I’ve heard that. I felt it was necessary to put his name in there.” The **Mayor** said, “Totally appropriate.”



5) Legal & Police Departments request: Pass and adopt Resolution 2023-36, Authorizing the Special Purchase of Taser Equipment, Accessories and Training Certification for the Police Department from Axon Enterprise, Inc. at a net purchase price of \$325,799.20 paid over five annual installments of \$65,159.84 each
Brandy Toms, a paralegal with the City Legal Department, told the Board that on behalf of the Goshen Police Department, she was presenting for the Board's approval **Resolution 2023-36, Authorizing the Special Purchase of Taser Equipment, Accessories and Training Certification for the Police Department from Axon Enterprise, Inc.** **Toms** said that due to proprietary issues, this equipment (energy weapons) and certification is only available for purchase from a single source, Axon Enterprise, Inc. **Toms** said the net purchase price will be \$325,799.20, paid in five (5) annual installments of \$65,159.84 starting February 2024 through and including February 2028. The quote and sole source letter were attached to Resolution 2023-36.

According to Resolution 2023-36:

- The Goshen Police Department has tasers and equipment that are outdated and no longer supported.
- The City wishes to purchase new tasers and accessories to replace the outdated equipment from Axon Enterprise, Inc, a sole-source supplier of this equipment.
- The City, through its purchasing agent, may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor.
- Indiana Code § 5-22-10-13 allows the City to make a special purchase when, subject to Indiana Code § 5-22-10-14 and 15, there is only one source for the supply and the purchasing agent determines in writing that there is only one source for the supply.
- The special purchase of tasers and equipment shall be made from Axon Enterprise, Inc under Quote No.: Q-519191-45216.744BW for the total sum of \$325,799.20, to be paid in five annual installments of \$65,159.84 starting February 2024 through and including February 2028.
- The records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk/Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

Swartley/Nichols moved to pass and adopt Resolution 2023-36, Authorizing the Special Purchase of Taser Equipment, Accessories and Training Certification for the Goshen Police Department from Axon Enterprise, Inc., at a net purchase price of \$325,799.20 paid over five (5) annual installments of \$65,159.84 each. The motion passed 4-0.

6) Legal Department request: Move to approve and execute the agreement with the Goshen Firefighters Association Local No. 1443, International Association of Firefighters

City Attorney Bodie Stegelmann told the Board that the City and the Goshen Firefighters Association Local No. 1443, International Association of Firefighters, have concluded negotiations of a new agreement.

In a memorandum to the Board, **Stegelmann** provided the following summary of the changes in the agreement:

Effective Dates – The agreement is effective from Jan. 1, 2024, through Dec. 31, 2026.

Wages – The base salaries are increased 7% for 2024, and 3% for 2025 and 2026. Increases for 2025 and 2026 have been estimated and either side may open up the agreement as to wages for those years.

Pension Contribution – The City will not pay 1% of the employee's contribution to the pension plan, as it did during the current contract.

Health Insurance – The City will continue to pay 80% and the employee will continue to pay 20% of the weekly health insurance premium cost. The weekly premium rates are \$507.08 effective Dec. 31, 2023; \$532.40 per week, effective Dec. 29, 2024, and not to exceed \$564.30 per week, effective Jan. 4, 2026.



Holidays – Firefighters shall not be required to engage in training or schooling on any holiday established by the Goshen Common Council in the annual compensation ordinance for civil city and utilities employees.

Working out of Classification – Any member carrying out the duties of a Chief, Assistant Chief, Battalion Chief, or Chief Inspector for an aggregate amount of more than 45 consecutive calendar days in a calendar year shall receive the rank differential of member’s current rank pay and chief officers pay for the days the member carried out the duties of the chief officer.

Sick Leave - All new firefighters shall be assigned sick leave in the amount of 720 hours; however, sick leave shall not accrue during the first 5 years of employment. Firefighters with less than 5 years of experience shall receive 720 hours of sick leave, less sick time already used. After a firefighter has completed 5 years of active employment, all firefighters shall begin earning 12 hours of sick leave for each month of continued active employment.

Tuition Reimbursement – All full-time sworn members may receive tuition reimbursement for successful completion of college undergraduate or graduate courses that will benefit the City, and that the Chief approves.

In his brief presentation to the Board, **Stegelmann** summarized the above changes.

Swartley/Nichols moved to approve and execute the agreement with the Goshen Firefighters Association Local No. 1443, International Association of Firefighters. Motion passed 4-0.

7) Goshen Historical Society request: Permission to block alley for one day and two parking spaces for four months to install an elevator

Dustin Miller, Manager of Project Development for DJ Construction, presented requests for a project underway for the Goshen Historical Society, 124 South Main St. He said the scope of the project is limited to the installation of a new elevator inside the Society’s existing building. Miller requested:

1. Closure of the alley directly behind or to the east of the building for one day. He said this was needed because the hydrovac truck (for elevator pit excavation) is too tall to pull directly behind the Goshen Historical Society due to low power lines. This is expected to happen on Nov. 1, 2023.

2. Two public parking spots to place a dumpster. The parking lot is located directly behind or to the east of building. These spots are needed for the duration of the project (approximately Oct. 30, 2023 to Feb. 29, 2024).

The company presented architectural buildings of the Goshen Historical society and a map showing the location of the building, alley and parking spaces that would be closed for the placement of the dumpster.

In response to a question from **Mayor Leichty**, **Miller** said the Historical Society notified neighbors of the project.

In response to a question from **City Street Commissioner David Gibbs**, **Miller** clarified the dates of the work.

Swartley/Nichols made a motion to close the alley behind the Goshen Historical Society on Nov. 1 and the use of two parking spaces for the placement of a dumpster for four months. Motion passed 4-0.

8) Lacasa Inc. request: Approve the partial closure of Cottage Avenue, immediately north of East Madison Street, for two weeks, between Nov. 6-17, 2023, for a sewer line replacement

Aaron Lehman, Housing Development Manager for Lacasa, Inc., said Lacasa, Inc. asked to temporarily close Cottage Avenue immediately north of East Madison Street for up to two weeks to replace the sewer line from 409 East Madison Street into the sewer main under Cottage Street.

In a written request, **Lehman** wrote that the work is dependent on weather but will take place sometime between Nov. 6 to Nov. 17. He said that depending on which days this work takes place, garage/recycling pick-up may be affected. Lacasa staff have offered to move the garbage/recycling bins to the end of that block to minimize the disruption for the trucks and local residents. Lacasa staff dropped off an information notice and map to all six houses that border the section of South Cottage Avenue from East Madison Street to the alley.

In response to a question from **Board member Swartley**, **Lehman** said he will contact the Street Department after the request is approved by the Board.



Swartley/Nichols made a motion to approve the partial closure of Cottage Avenue, immediately north of East Madison Street, for two weeks, between Nov. 6-17, 2023, for a sewer line replacement. Motion passed 4-0.

9) Legal Department request: Accept the easement from Kropf Family Real Estate, LLC

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, recommended that the Board accept the attached easement from Kropf Family Real Estate, LLC, for Goshen City utility purposes. A drawing attached as Exhibit B to the easement depicted the easement area, which is part of the real estate located on County Road 31, Goshen, and part of Parcel Number 20-I-24-426-010.000-014.

Swartley/Nichols made a motion to accept the easement for Goshen City utility facilities from Kropf Family Real Estate, LLC, and authorize the Mayor to execute the acceptance. Motion passed 4-0.

10) Legal Department request: Approve Resolution 2023-37, Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, said City departments and offices wish to dispose of the personal property that is no longer needed or is unfit for the purpose for which it was intended. The estimated total value of the items is less than \$5,000. Some items are worthless or of no market value.

Marks said Indiana Code § 5-22-22-6 authorizes selling the property at a public or private sale or transferring the property without advertising provided the estimated value of the Surplus Property is less than \$5,000; and Indiana Code § 5-22-22-8 authorizes junking property that is worthless or of no market value.

Resolution 2023-37 would declare the following property as surplus and authorize its disposal:

- Wood laminated, 2-drawer file cabinet
- Metal, 2-drawer file cabinet with wood top
- Cherry wood cabinet with front door access and 2 shelves
- Dark wood, 2-drawer filing cabinet
- Dark wood office desk with 6 drawers and 1 center drawer
- Dark wood credenza desk with 6 drawers
- Wood, 3-legged modified table
- Wood, 4-drawer lateral file cabinet
- Metal, 4-drawer lateral file cabinet
- 12" x 9" HD monitor stand
- 8.5" x 11" black mesh file holder
- 6 slotted compartment black wall file
- Accordion file, numbered 1-31
- 2, Accordion files, Jan-Dec
- Set of 6 coasters
- Metal, 5 tier shelving unit
- High-back, light blue office chair
- Standard, mauve office chair
- 3, High-back, black office chairs
- Coffee maker

Swartley/Nichols made a motion to pass Resolution 2023-37, Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment. Motion passed 4-0.



11) Legal Department: Approve and authorize Mayor Leichty to execute the HVAC maintenance agreement renewals with OJS Building Services, Inc., for \$7,880 for the Police and Courts Building and \$7,300 for the Police Training Facility

Brandy Toms, a paralegal with the City Legal Department, told the Board that attached to the agenda packet for the Board's approval, and to authorize Mayor Leichty to execute, were two amendment agreements with OJS Building Services, Inc. extending for a second year the HVAC Planned Maintenance for the Goshen Police and Courts Building and the Goshen Police Training Facility.

Toms said that OJS Building Services, Inc., will be paid \$7,880 for maintenance of the Goshen Police and Courts Building and \$7,300 for maintenance of the Police Training Facility. This is no increase from the previous year.

Swartley/Nichols made a motion to approve and authorize Mayor Leichty to execute the amendment agreements with OJS Building Services, Inc., for the extension of the HVAC Planned Maintenance Agreement for the Goshen Police and Courts Building and the Police Training Facility for the second year at the same cost of \$7,880 for Police and Courts and \$7,300 Police Training Facility. Motion passed 4-0.

12) Water Utility request: Approve closure of South 8th Street, between East Jackson and Franklin Streets, Oct. 31 through Nov. 2, to repair a sewer main

Kent Holdren, Superintendent of City Water Treatment and the Sewer Department, said the City Water and Sewer Department will be repairing a sewer main in front of 1004 South 8th Street. The work will require excavation of the road, with a trench that will be approximately 10 feet in depth.

For the safety of the work crews and the public, **Holdren** requested permission to close South 8th Street between East Jackson Street and Franklin Street to thru traffic, starting at 8 a.m. Tuesday, Oct. 31 and reopening for traffic on Thursday evening, Nov. 2, 2023. City staff will notify Goshen Schools, EMS and ensure that the garbage is moved to the appropriate location for pick up.

Swartley/Nichols made a motion to close South 8th Street between East Jackson Street and Franklin Street to thru traffic, starting at 8 a.m. Tuesday, Oct. 31 and reopening for traffic on Thursday evening, Nov. 2, 2023. The motion passed 4-0.

13) Engineering Department request: Approve an extension of College Avenue closure, near Horn Ditch Bridge, until Nov. 13, 2023

City Director of Public Works & Utilities Dustin Sailor said Niblock Excavating requested permission to extend the closure of College Avenue on either side of Horn Ditch bridge (Bridge No. 410) until Monday, Nov. 13, 2023.

Sailor said Niblock Excavating has experienced delays with underground utility work due to weather. He said the company requested this extension to restore pavement in the College Avenue right-of-way in preparation for the Elkhart County replacement of Bridge No. 410.

Swartley/Nichols made a motion to approve an extension of the road closure of College Avenue near Horn Ditch Bridge until Nov.13, 2023. Motion passed 4-0.

14) Engineering Department request: Approve extending the 10th Street closure from Jackson to Reynolds streets, Oct. 31 to Nov. 14, 2023, for construction work

City Director of Public Works & Utilities Dustin Sailor said Niblock Excavating requested permission to extend the closure of South 10th Street to through traffic from East Jackson Street to East Reynolds Street until Tuesday, Nov.14. He said the road will only be closed when construction work is actively proceeding. He said on-street parking will be restricted during times Niblock is completing removal of tree stumps prior to NIPSCO utility relocations.

Swartley/Nichols made a motion to approve extending the road closure of 10th Street, from Jackson Street to Reynolds Street, from Oct. 31 to Nov. 14, 2023. Motion passed 4-0.



15) Engineering Department request: Approve Change Order No. 8, for \$31,748.26, and provide contractor five additional contract days, for Wilden Avenue reconstruction

City Director of Public Works & Utilities Dustin Sailor said Goshen Engineering was presenting Change Order No. 8 for a contract increase of \$31,748.26, and a contract extension of five (5) days. Because the work is occurring on the sanitary sewer system, it does not qualify for federal funding assistance.

Sailor indicated that during construction, it was determined the north sewer connection from the Moose Lodge was not achievable without lowering the sewer line. A new sanitary structure and drop were required to provide the needed sewer cover. He said with this and previous change orders, representing a total contract increase of 4.91-percent, the amended contract price will be \$7,307,067.18.

Swartley/Nichols made a motion to approve Change Order No. 8 in the amount of \$31,748.26, provide the contractor five (5) additional contract days, and authorize the Mayor to sign the change order. The motion passed 4-0.

16) Engineering Department request: Approve Change Order No. 9, for \$61,098, for the Wilden Avenue reconstruction

City Director of Public Works & Utilities Dustin Sailor said Goshen Engineering was presenting Change Order No. 9 for a contract increase of \$61,098.00, The materials and work associated with this change order were deemed to be participating and non-recoverable; therefore, funding assistance will be requested from the Michiana Area Council of Governments (MAGOG).

Sailor said the contract included a pay item for topsoil. The contractor stockpiled and utilized the material that it could, but much of the soil was determined unsuitable for re-establishment of vegetation. The contract change is \$60,162. He also indicated the contract called for the handrail to be epoxy coated; however, the City has found epoxy coating for exterior metals to be less durable than and oil based primer and paint. The contract change was \$936.

Sailor said with this and previous change orders, representing a total contract increase of 5.33-percent, the amended contract price will be \$7,336,416.92.

Swartley/Nichols made a motion to approve Change Order No. 9 in the amount of \$61,098.00, and authorize the Mayor to sign the change order. Motion passed 4-0.

17) Engineering Department request: Approve agreement with the Michiana Area Council of Governments (MACOG) for \$2,000 for annual traffic counts

City Director of Public Works & Utilities Dustin Sailor said attached to the agenda packet was the annual agreement with the Michiana Area Council of Governments (MACOG) to supply the City of Goshen with Traffic Counts at locations listed in the agreement.

Sailor said MACOG will also complete two intersection analyses of the city's choice, which will include collecting traffic counts at the intersection, turn movements, signal timing data, digital photography, accident data, GPS data and a geometric layout of the intersection. He said Engineering is still determining which intersections the City will ask to be done. He said the agreement is in the amount of \$2,000.

Swartley/Nichols made a motion to approve the agreement with the Michiana Area Council of Governments (MACOG) for \$2,000.00 for annual traffic counts. Motion passed 4-0.

18) Engineering Department request: Award the Elkhart County Courts Consolidation Public Infrastructure Project to Niblock Excavating for a negotiated contract price of \$4,165,762.30



City Director of Public Works & Utilities Dustin Sailor said on Monday, Oct. 16, 2023, the Board of Works and Safety received bids for the Elkhart County Courts Consolidation Public Infrastructure Project, which is required to be substantially completed by Oct. 31, 2024. Four bids were received with the bidders and their bids listed as follows:

Contractor	Bid amount
Niblock Excavating, Inc. of Bristol, Indiana	\$4,159,355.90.
C & E Excavating, Inc. of Elkhart, Indiana	\$4,867,150.00.
Milestone Contractors North, Inc. of South Bend, Indiana	\$5,627,000.00.
Rieth-Riley Construction Co., Inc. of South Bend, Indiana	\$6,678,883.74.

Sailor said bid items were negotiated with the contractor following the bid. As a result, the City and Niblock made \$6,345 in negotiated price changes. He said in review of the bid documentation, the City has found Niblock Excavating to be the lowest responsible and responsive bid.

At the special Redevelopment Commission meeting on Friday, Oct. 20, 2023, the Goshen Redevelopment Commission, as one of the funding entities, moved to fund its portion of the project as outlined in the interlocal agreement with Elkhart County. Per the interlocal agreement, the project will be jointly funded by the Goshen Redevelopment Commission and Elkhart County.

Sailor said Goshen Engineering recommends the Board of Public Works and Safety awarded the "Elkhart County Courts Consolidation Public Infrastructure Improvements" project to Niblock Excavating for a negotiated contract price of \$4,165,762.30.

Mayor Leichty extended her thanks and appreciation to **City Director of Public Works & Utilities Dustin Sailor** and **City Redevelopment Director Becky Hutsell** for their additional work on the project.

Swartley/Nichols made a motion to award the Elkhart County Courts Consolidation Public Infrastructure Improvement Project to Niblock Excavating for a negotiated contract price of \$4,165,762.30. The motion passed 4-0.

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

Mayor Leichty opened Privilege of the Floor at 2:27p.m.

There were no comments from the public, so **Mayor Leichty** closed the public comment period at 2:27 p.m.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty adjourned the Board of Works meeting at 2:27 p.m.



APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer

November 7, 2023

City Of Goshen
202 South 5th St.
Goshen, IN 46528
Clerk-Treasures Office
Attn: Richard Aguirre

Dear Mr. Aguirre,

My name is Derick Yeoman owner of Borntrager, Inc. My company is going to be working on the front slate roof area on the Snyders Men's Shop at 126 S. Main St. Goshen, IN. I would like to block off four of the parking spots that are on Main St. and also the side walk in front of the store, in order for us to work on the front facade using a man-lift.

I would like to block these parking spots and sidewalk on 11/14/2023 from 7:00AM. - 5:00PM. This will allow us to change the slate tiles on the front of the building and repair the front gutter. Our company has barricades/flags/cones to block all of these areas off, we will also remove them as soon as we are finished to get the area opened back up as soon as possible.

Please see attached map of the parking area we are referencing. I have marked the area that I would like to be blocked off. Please let us know if you have any questions or if we can supply any more information to make this happen.

Sincerely,



Derick Yeoman, President

November 7, 2023

Snyder's Men's Shop
126 S. Main Street
Goshen, IN 46526
Attn: Shawn
Phone: 574-536-2302
Email: Shawn@esnyders.com

SCOPE OF WORK: COMPLETE FACADE REPAIR

1. Repair and replace any broken or missing tiles.
2. Repair existing damaged gutter and downspout(s).
3. Adjust existing snow guard.
4. Clean premises of all roofing scraps and debris created by this project.

PRICE.....Time and Material/Lift Rental

TERMS: Due Upon Completion.

Respectfully Submitted,

**Margo Searfoss
Commercial Sales**

Contract and Terms Accepted

Signed _____ **Date** _____

****Price cannot be guaranteed beyond 30 days****

Snyders Men's Shop

S Main St

4 PARKING SPOTS ON 11/19/23 7 AM - 5 PM



Gutierrez Bakery

126 S Main St

Embassy Coffee

Jordan's Pretzels

Legend
📍 126 S Main St

Google Earth

100 ft
Washington St





November 2, 2023

To: Richard R. Aguirre
Clerk-Treasurer
City of Goshen
202 South Fifth St.
Goshen, IN 46528

From: Robert L. Thatcher CRRP, CRE, CDP
Estimator, Reliance Construction, Inc.

Re: Hearing Request Seeking Approval of Sidewalk & Street Closure(s)

Greetings,

Reliance Construction is well underway with a major redevelopment project to the Kyle & Amanda Stiffney residence located at **702 South 6th Street in Goshen, IN**

This project has included the demolition of a major portion of three levels of above grade space, the entire garage and portions of the existing basement level. A major new addition to the home has recently commenced including the excavation and pouring the new concrete foundation walls & the installation of precast Stress-core structural concrete flooring spanning the new basement. Next phases include framing the new improvements, setting roof trusses, decking, etc.

Given the scope and scale of this ambitious redevelopment project and the urban environment, Reliance Construction strongly believes that the closure of the sidewalks on S. 6th Street and especially E. Douglas St. is vital from a public safety perspective. Large trucks, excavators and other equipment are regularly active on this construction site. In addition, roof trusses and long span materials are staged in advance around the perimeter of this unique property

As set forth in the aerial photograph Reliance is closing the sidewalks from the outer line inward, toward the project work site. We have erected wood stanchion's and attached snow fence to define the perimeter barrier. We have also attached Danger-Warning Signage giving public notice.

Please be assured that Reliance Construction and the homeowners are conscious of the impact on the neighborhood and do actively manage this matter to mitigate that impact. For instance, the barrier was moved and the sidewalks were re-opened on Halloween. With that said, the immediate area has full public access to the streets & sidewalks adjacent to this rather small area of closure(s) providing the public with full and easy ingress/egress.

Thank you for giving us the opportunity to serve you!

We respectfully seek approval to maintain these safety features through the conclusion of this significant regentrification project in Goshen, IN. We forecast completion potentially in August of 2024.

Many Thanks & Regards, RLT

Aerial View: The Kyle & Amanda Stiffney Residence – 702 S. 6th Street, Goshen Indiana











CITY OF GOSHEN LEGAL DEPARTMENT
Bodie J. Stegelmann, City Attorney

City Annex
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Goshen, Indiana 46528-3405

bodiestegelmann@goshencity.com • www.goshenindiana.org
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MEMORANDUM

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Agreement with Barkes, Kolbus, Rife & Shuler, LLP
Date: November 13, 2023

Attached for the Board's approval and execution is an agreement with Barkes, Kolbus, Rife & Shuler, LLP for attorney services for the calendar year 2024.

For 2024, the bi-weekly salary paid to Jim Kolbus to act as Planning and Zoning Attorney is increased to \$341.38, and the hourly rate paid to Don Shuler to act as Assistant City Attorney is \$51.97 (as provided in the City's 2024 Salary Ordinance). Shuler is expected to work twenty (20) hours per week, on average. Beginning 2024, the firm will be paid \$214.00 per hour for all other services rendered on behalf of the City or its departments, provided such services are not covered by the compensation paid to Jim Kolbus as Planning and Zoning Attorney, or the compensation paid to Don Shuler. The firm will be compensated \$267.00 per hour for projects where City's legal fees are paid from a non-City funding source.

Suggested Motion: Approve and execute the agreement with Barkes, Kolbus, Rife & Shuler, LLP for 2024 attorney services.

AGREEMENT

With Barkes, Kolbus, Rife & Shuler, LLP For Provision of Legal Services

THIS AGREEMENT is made and entered into on November _____, 2023, between the City of Goshen, hereinafter referred to as "City", and the law firm of Barkes, Kolbus, Rife & Shuler, LLP, hereinafter referred to as "BKRS".

Section 1. EMPLOYMENT

City agrees to employ and BKRS agrees to accept employment upon the terms and conditions of this agreement.

Section 2. TERM

The term of this agreement shall begin on January 1, 2024, and shall terminate on December 31, 2024. The agreement shall be automatically renewed for an additional one (1) year period under the same terms and conditions unless written notice of the intent to terminate the contractual relationship is delivered by either party to the other sixty (60) days before anniversary date. In the event the agreement automatically renews for a subsequent calendar year, the bi-weekly salary paid to James W. Kolbus under Section 3A, the hourly rate paid to Donald R. Shuler under Section 3B, and the hourly rates paid to BKRS set forth in Section 3C shall increase the same percentage as the increase in wages paid to full-time City of Goshen employees in the subsequent calendar year.

Section 3. COMPENSATION

- A. City will pay a bi-weekly salary to James W. Kolbus, a partner in the law firm of BKRS, to act as Planning and Zoning Attorney. The bi-weekly salary shall be the amount as set forth in the annual ordinance adopted establishing the compensation for civil city and utilities employees. As additional compensation for James W. Kolbus, City will provide James W. Kolbus with medical insurance on the same terms and conditions as medical insurance is provided to full-time employees of the City of Goshen and agrees to pay for James W. Kolbus's membership in the Indiana Municipal Lawyers Association.
- B. City will pay wages to Donald R. Shuler, a partner in the law firm of BKRS, to act as Assistant City Attorney. The hourly rate paid to Shuler to perform the services rendered by him under Section 4, Paragraph B of this Agreement shall be the amount set forth in the annual ordinance adopted establishing the compensation for civil city and utilities employees. Shuler will typically work twenty (20) hours per week in the Legal Department portion of the City Annex Building, on average, and provide the services described in Section 4, Paragraph B during such time.

C. BKRS will be paid at the rate of Two Hundred Fourteen Dollars (\$214.00) per hour for all services rendered on behalf of the City or its departments, provided such services are not covered by the salary paid to James W. Kolbus pursuant to Section 4, Paragraph A, nor covered by the hourly rate paid to Donald R. Shuler pursuant to Section 4, Paragraph B of this Agreement.

BKRS will be paid at the rate of Two Hundred Sixty-seven Dollars (\$267.00) per hour for projects where City's legal fees are paid from a non-City funding source.

BKRS will be reimbursed for all expenses incurred in rendering services to the City, including, but not limited to filing fees, long distance telephone calls, deposition costs, and other costs which are reasonably incidental to the rendering of legal services on behalf of the City.

BKRS will be reimbursed for expenses to attend any seminar or training session, including the costs of the seminar, meals, lodging and transportation if attendance is approved by the Board of Public Works and Safety or Mayor.

Section 4. DUTIES

A. In exchange for the salary paid to James W. Kolbus, he or another full-time attorney of BKRS will on his behalf render the following services:

1. Attend meetings of the City Plan Commission.
2. Attend meetings of the Board of Zoning Appeals ("BZA").
3. Give general legal advice to the members of the City Planning Commission and members of the BZA on matters before the Plan Commission or BZA.
4. Attend two (2) days of seminars or training sessions if requested or approved by the Mayor or Board of Public Works and Safety.

B. In exchange for the wages paid to Donald R. Shuler, he will provide legal services as follows:

1. Provide legal representation and services to the Redevelopment Commission and Redevelopment Department.
2. Provide legal services for Civil City, Utilities, and other departments as assigned by the City Attorney.
3. The expectation is that these services will require twenty (20) hours a week on average.
4. These services do not include any services described in Section 5 of this Agreement.

Section 5. HOURLY BILLED SERVICES

In addition to the duties covered in Section 4, BKRS may be assigned the following duties for which additional compensation will be paid on an hourly basis in accordance with this agreement, provided that such services are not covered under Section 4 of this Agreement.

- A. Prosecution of violations of city ordinances.
- B. Examine title searches, and abstracts, prepare documents, negotiate and draft real estate contracts and leases and attend real estate closings to the extent that such are required in any public work, including opening, closing or changing any street, alley or public place.
- C. Prepare ordinances requested or authorized by Mayor or a board of the City.
- D. Review newly enacted state legislation and update any affected ordinance.
- E. Represent the City in litigation, threatened or filed, on behalf or against the City or a board of the City.
- F. Any legal work rendered on behalf of a board of the City other than attendance at regular meetings, including, but not limited to attendance and work related to administrative hearings of the board.
- G. Participate in the negotiation of the employment or union contracts of City employment if requested to do so by Mayor.
- H. The collection of monies owed to the City.
- I. Trips made outside the city on the City's behalf and at the request of the Mayor, City Attorney, or a board of the City.
- J. Services performed in litigation and administration of City water and sewage utilities, including rate change requests.
- K. Legal services rendered in connection to the issue or sale of general obligation bonds or revenue bonds for City utilities or other entities.
- L. Services rendered to the Board of Zoning Appeals or Planning Commission other than attending regular meetings, including rendering general legal opinions and preparation and/or review of ordinances affecting planning and zoning.
- M. Draft contracts for execution by City or its various departments.
- N. Attend meetings of the Aviation Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
- O. Attend meetings of the Cemetery Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.

P. Attend meetings of the Park Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.

Q. A matter assigned or authorized by a Board of the City, the Mayor, or the City Attorney.

Section 6. NOTICES

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and sent by regular United States mail to City at City of Goshen, 202 South Fifth Street, Goshen, Indiana 46528, and Barkes, Kolbus, Rife & Shuler, LLP at Barkes, Kolbus, Rife & Shuler, LLP, 118 North Main Street, Goshen, Indiana 46526, or such other place as the parties may designate from time to time in writing.

Section 7. WAIVER OF BREACH

No waiver of a breach under this agreement shall operate to be considered a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

Section 8. CONFLICTS

BKRS agrees not to accept any other employment if that employment would put BKRS in a position to be in conflict with the interests of the City without the written consent of City. When such conflict first becomes apparent, BKRS agrees to advise the City of the conflict immediately upon discovery.

Section 9. ASSIGNMENT

Neither party can assign or delegate its duties or obligations under this agreement without the written consent of the other party.

Section 10. MODIFICATIONS

The terms of this agreement may not be altered except in writing signed by the party against whom enforcement of the waiver, modification or extension is sought.

Section 11. EMPLOYEE ELIGIBILITY VERIFICATION

BKRS shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. BKRS shall not knowingly employ or contract with an unauthorized alien. BKRS shall not retain an employee or continue to contract with a person that BKRS subsequently learns is an unauthorized alien. BKRS shall require any subcontractor, who performs work under this contract to certify to BKRS 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. BKRS agrees to maintain this certification throughout the duration of the term of a contract with any subcontractor. BKRS affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Section 12. NON-DISCRIMINATION

Pursuant to Indiana Code § 22-9-1-10, Contractor and its subcontractors, if any, shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

Section 13. TERMINATION OF AGREEMENT

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

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

Barkes, Kolbus, Rife & Shuler, LLP

City of Goshen, Indiana
Board of Public Works and Safety

James W. Kolbus, Partner

Gina M. Leichty, Mayor

Donald R. Shuler, Partner

Michael A. Landis, Member

Date: November ____, 2023

Michael A. Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

Date: November ____, 2023



CITY OF GOSHEN LEGAL DEPARTMENT
Bodie J. Stegelmann, City Attorney

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MEMORANDUM

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Re: Recycling Site Rules
Date: November 13, 2023

The Common Council adopted Ordinance 5156 restricting a person from leaving, placing, throwing, or depositing solid waste of any kind at the City's recycling drop-off site unless the person reasonably believes that the Solid Waste is in fact a recyclable material and the solid waste is placed in containers provided by the City. Ordinance 5156 also requires persons depositing recyclable materials at a public recycling drop-off site to follow all rules for use of the public facility adopted from time to time by the Goshen Board of Public Works and Safety. City staff now seeks to have the Board approve the rules attached to Resolution 2023-35, provided herewith.

Suggested Motion: Move to approve Resolution 2023-35 Establishing Rules for Use of the City's Public Recycle Drop-off Site.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2023-35**

Establishing Rules for Use of the City's Public Recycle Drop-off Site

WHEREAS, the City of Goshen operates a public recycling drop-off site along Indiana Avenue, in the City of Goshen, State of Indiana;

WHEREAS, the City of Goshen Common Council adopted Ordinance 5156 on April 17, 2023, restricting a person from leaving, placing, throwing, or depositing Solid Waste of any kind in, upon, or at the City's recycling drop-off site unless the person reasonably believes that the Solid Waste is in fact a recyclable material and the solid waste is placed in containers provided by the City, or the City's agent, for collection of recyclable materials;

WHEREAS, Ordinance 5156 may be enforced in the City's Ordinance Violations Bureau or by filing a lawsuit for violation in a court of competent jurisdiction in Elkhart County, Indiana;

WHEREAS, Ordinance 5156 requires persons depositing recyclable materials at a public recycling drop-off site to follow all rules for use of the public facility adopted from time to time by the Goshen Board of Public Works and Safety;

WHEREAS, the City contracts for transport and management of collected recyclable material;

WHEREAS, the City's contract with the hauler identifies loads contaminated with non-recyclable material can be denied transport and become the City's disposal responsibility;

WHEREAS, the City has posted signs in English and Spanish at the City's public recycling drop-off site identifying the materials that are suitable for entry into the recycling containers;

WHEREAS, the City has posted signs in English and Spanish identifying the site is video monitored and video cameras are in place to document use of the site; and

WHEREAS, the Board of Public Works and safety seeks to adopt rules for the use of the City's public recycling drop off site, under the authority delegated to it by Ordinance 5156.

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

1. The Rules for Use of Public Recycling Drop-off Site Adopted by Goshen Board of Public Works and Safety Resolution 2023-35, attached hereto and made a part hereof, are hereby adopted.
2. The rules adopted by this resolution shall be posted at the public recycling drop off site operated by the City in a manner that substantially communicates the rules adopted.

3. The City may enforce Ordinance 5156 and these rules through City staff and the use of video surveillance, as well as any other reasonable means. City staff may exercise discretion and provide a written warning to persons violating ordinance 5156 for these rules, prior to Seeking enforcement through the ordinance violations Bureau action in court.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on November _____, 2023.

Gina M. Leichty, Mayor

Michael A. Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

**Rules for Use of the City of Goshen's Public Recycling Drop-off Site
Adopted by the Board of Public Works and Safety Resolution 2023-35**

1. A person may leave solid waste materials at the City's public recycling drop-off site only if the person reasonably believes that the solid waste is in fact a recyclable material and the solid waste is placed into containers provided by the City, or the City's agent, for collection of recyclable materials.

2. Only the following Solid Waste materials shall be considered recyclable, and subject to disposal at the City's public recycling drop-off site, under ordinance 5156:

- a. Cardboard, paperboard, newspaper, magazines/catalogs, copy paper, mail, and other paper products;
- b. Glass products (clear and colored bottles and jars);
- c. Clean plastic containers labeled as #1 through #7;
- d. Household metal containers (aluminum, steel, tin, and bi-metal).

3. The following solid waste materials may not be deposited at the City's public recycling drop-off site:

- a. Clothing;
- b. Construction materials;
- c. Auto parts;
- d. Plastic bags, chip bags, and medical items;
- e. Styrofoam, paper cartons, paper towels, napkins, and diapers;
- f. Electric cords, televisions, electronics, tarps, furniture, and light bulbs;
- g. Fluids of any type;
- h. Any solid waste that may be considered hazardous;
- i. Any solid waste identified on signs posted at a City public recycling drop-off site as not being allowed for deposit at the public recycling drop-off site;
- j. Items that contain recyclable materials, but are combined with metals, fabrics, or other non-recyclable materials.

4. No person may remove Solid Waste materials deposited at a City public recycling drop-off site without the approval of the City's Department of Environmental Resilience.



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

November 13, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Peerless Midwest, Inc for the Cleaning of Well 1A, Clean and Pump Overhaul of Well #14, and Pump and Motor Overhaul of Pump 1

Attached for the Board's approval and authorization for Mayor Leichty to execute is an agreement with Peerless Midwest, Inc. The City of Goshen Water and Sewer Department, wishes to enter into this agreement with Peerless-Midwest, Inc for the cleaning of Well 1A, cleaning and pump overhaul of Well #14, and pump and motor overhaul of Pump 1. The cost of this work will be \$134,795.

Suggested Motion:

Move to approve and authorize Mayor Leichty to execute the Agreement with Peerless Midwest, Inc. for the cleaning of Well 1A, cleaning and pump overhaul of Well #14, and pump and motor overhaul of Pump 1 at a cost of \$134,795.

AGREEMENT

With Peerless Midwest, Inc. for the Cleaning of Well 1A, Cleaning and Pump Overhaul of Well 14, and Pump and Motor Overhaul of High Service Pump 1.

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Peerless-Midwest, Inc.**, (“Contractor”), whose mailing address is 55860 Russell Industrial Parkway, Mishawka, IN 46545, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

1. Contractor shall perform a five (5) day conventional cleaning of Well #1A utilizing surge tank and existing pump.
2. Contractor shall clean Well #14 utilizing the “Armour Method”, whereby six (6) shots will be used over the course of three (3) weeks. Following the cleaning, the pump will be pulled and the well will be video inspected. The pump and motor will be torn down and overhauled.
3. High Service Pump #1 will be pulled, torn down and inspected by Contractor. Following the inspection, the pump and motor will be overhauled and reinstalled.
4. Contractor agrees that any pumps pulled for an overhaul will be inspected and any results of the inspection will be communicated to City and no repairs shall be made without prior approval from City.

Attached to this Agreement, marked as Exhibit A, and incorporated herein is the quote from Contractor.

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. Parties acknowledges that work on the project will commence as soon as project can be scheduled upon execution of this agreement and the cleaning process will take approximately three (3) weeks to complete.

Section 3. Compensation

City agrees to compensate Contractor the sum of One Hundred Thirty-Four Thousand, Seven Hundred Ninety-Five Dollars (\$134,795.00) for performing all Duties.

Section 4. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Water and Sewer
308 N. 5th Street
Goshen, IN 46528

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

Section 5. Ownership of Documents

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

Section 6. Licensing/Certification Standards

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

Section 7. Warranty

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

Section 8. Independent Contractor

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

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

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by

Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 14. Insurance

Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

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

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

Section 15. Force Majeure

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 16. 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 17. 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 18. Notice

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

City: City of Goshen, Indiana
 Attention: Water & Sewer Department
 308 N. 5th Street
 Goshen, IN 46528

Contractor: Peerless- Midwest, Inc
Attention: Adam L. Gerstbauer
55860 Russell Industrial Parkway
Mishawaka, IN 46545

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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 maybe deemed a material breach of agreement.

Section 23. 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 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Bind Contractor

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

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

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

Peerless-Midwest, Inc.

Gina Leichty, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

PEERLESS-MIDWEST, INC.

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



**PEERLESS
MIDWEST**
An Employee Owned Company

Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Kent Holdren

Our No: ALG-102923

Date: October 29, 2023

REFERENCE

Not To Exceed Quotation

QUANTITY	DESCRIPTION	PRICE
	Well 1A - Clean: Five (5) day conventional cleaning, utilizing surge tank and existing pump.	\$23,890.00
	Well 14 - Clean and Pump Overhaul: Clean utilizing the "Armour Method", six (6) shots will be used over the course of three (3) weeks. Following the cleaning the pump will be pulled and the well will be video inspected. The pump and motor will be torn down and overhauled.	\$78,830.00
	High Service Pump #1 - Pump and Motor Overhaul: The pump will be pulled then torn down and inspected. Following the inspection the pump and motor will be overhauled and reinstalled.	\$32,075.00
	***When any pump is pulled for a overhauled it will be inspected and results of the inspection will be communicated to the City of Goshen. We will seek the approval before proceeding with the repairs.	
	STATE SALES TAX, IF APPLICABLE, IS NOT INCLUDED	

TERMS NET-30

NOT TO EXCEED PRICE: \$134,795.00

START

COMPLETE

PEERLESS-MIDWEST, INC.

ACCEPTED BY

BY *Adam L. Gerstbauer*
Adam L. Gerstbauer



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

November 13, 2023

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2023-38, Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment

The Police Department and City Court wish to dispose of personal property that is no longer needed or is unfit for the purpose for which it was intended. The estimated total value of the items is less than \$5,000, some items of which are worthless or of no market value. Indiana Code § 5-22-22-6 authorizes selling the property at a public or private sale or transferring the property without advertising provided the estimated value of the Surplus Property is less than \$5,000; and Indiana Code § 5-22-22-8 authorizes junking property that is worthless or of no market value. Resolution 2023-38 is to declare the property as surplus and authorize its disposal accordingly.

Suggested Motion:

Move to pass Resolution 2023-38, Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment.

**Goshen Board of Public Works and Safety
Resolution 2023-38**

Declaring Surplus and Authorizing the Disposal of Miscellaneous Furniture and Equipment

WHEREAS City of Goshen departments and offices have personal property that is no longer needed or is unfit for the purpose for which it was intended, and wishes to dispose of the personal property.

WHEREAS the estimated total value of the items is less than \$5,000, some items of which are worthless or of no market value.

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

- 1) The personal property set forth in Exhibit A is declared as surplus property, hereinafter collectively referred to as “Surplus Property.”
- 2) City staff is authorized to determine the best method(s) to dispose of the Surplus Property in accordance with Indiana Code § 5-22-22 et seq., based on the nature of the property, the number of items to be disposed, and the estimated total value of the property. Disposal may include:
 - a) Selling the Surplus Property at a public or private sale or transferring the Surplus Property without advertising in accordance with Indiana Code § 5-22-22-6, provided the estimated value of the Surplus Property is less than \$5,000.
 - b) Demolishing or junking Surplus Property that is worthless or of no market value in accordance with Indiana Code § 5-22-22-8.

PASSED by the Goshen Board of Public Works and Safety on November ____, 2023.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

EXHIBIT A

Surplus Property (Resolution 2023-38)

6 wooden frame/brown fabric guest chairs
24 metal frame/blue fabric stacking chairs
2 fabric task chairs
1 Copystar copy machine
3 wood L-shape desks with drawers
1 wood bookcase
2 metal mobile file drawer cabinets
1 metal stationary cabinet
1 wood 2-shelf cabinet
11 cubical wall panels



Theresa Cummings, Community Development Specialist
PLANNING & ZONING DEPT., CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

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theresacummings@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Theresa Cummings, Community Development Specialist

DATE: November 13, 2023

RE: Community Development Block Grant (CDBG) Conflict of Interest Disclosure

Megan Peel (f/k/a Eichorn), elected City Council Member, began employment with Lacasa on October 9, 2023 as the Development and Communications Manager. Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2023.

Megan's role of employment at Lacasa is in communications, marketing and fundraising and is independent from contracts or activities related to CDBG. Her position is not in leadership or decision-making with Lacasa. Furthermore, Megan has agreed that in her role as a Council Member, she will recuse herself in all matters between the City and Lacasa to avoid a perceived conflict of interest.

A public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually, as long as Ms. Peel is serving in both capacities as council member and as an employee of Lacasa. This annual disclosure is to cover the time period of employment, October 9 through December 31, 2023. The disclosure is attached, to be acknowledged by the Board of Public Works and Safety.

Suggested motion: To acknowledge the Conflict of Interest Disclosure.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Megan Peel (f/k/a Eichorn)

2. **Title or Position With Governmental Entity:** Common Council Member

3. a. **Governmental Entity:** City of Goshen

b. **County:** Elkhart

4. **This statement is submitted (check one):**

a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** Lacasa Inc.

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*

Lacasa Inc. is a sub-recipient of the Community Development Block Grant. Lacasa entered into agreements with the City of Goshen's CDBG program for three activities for program year 2023 (July 1, 2023 - June 30, 2024). The activities are Neighborhood Outreach, Owner Occupied Rehabilitation and a Solar Improvement Project to Multi-Family Units. Ms. Peel is an new employee of Lacasa and serves in the role of Development & Communications Manager since October 9, 2023. We are requesting an annual exception for the beginning of her employment, October 9, 2023 - December 31, 2023 and will renew annually.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

I, Megan Peel, being a new employee of Lacasa, a CDBG subrecipient and CBDO, could be seen as potentially benefiting from my position as an elected City Council member and/or employee of Lacasa Inc. Because of the perception of a conflict of interest and in the interest of full transparency, I am disclosing my interests relative to Lacasa. Let it be known that my job at Lacasa is not in leadership nor in a decision making capacity and is independent from contracts and activities in relation to CDBG. Furthermore, in my duties as a council member, I will recuse myself from any and all matters that are relative to my employer, Lacasa and the City, to avoid any appearance of partiality and a potential conflict of interest.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

11/13/2023
Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: Megan Peel
(Signature of Public Servant)

Date: 11/8/2023
(month, day, year)

Printed Name: Megan Peel
(Please print legibly.)

Email Address: megan.peel@lacasainc.net

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



Theresa Cummings, Community Development Specialist
PLANNING & ZONING DEPT., CITY OF GOSHEN
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theresacummings@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Theresa Cummings, Community Development Specialist

DATE: November 13, 2023

RE: Community Development Block Grant (CDBG) Conflict of Interest Disclosure

Brett Weddell, elected Common Council Member, serves as Chair on Lacasa, Inc.'s Board of Directors. Lacasa is a subrecipient and CBDO of Community Development Block Grant (CDBG) funds for Program Year 2023.

In the interest of full transparency, Brett is disclosing his service relative to Lacasa, noting that it is a volunteer position. Brett has agreed that in his role as a Council Member, he will recuse himself in all matters between the City and Lacasa to avoid a perceived conflict of interest.

A public disclosure and application to HUD for a waiver are required under the regulations which govern the CDBG program. This disclosure will be done annually, as long as Mr. Weddell is serving in both capacities as council member and as a board member of Lacasa. This annual disclosure is to cover this year, 2023. The disclosure is attached, to be acknowledged by the Board of Public Works and Safety.

Suggested motion: To acknowledge the Uniform Conflict of Interest Disclosure.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Brett Weddell

2. **Title or Position With Governmental Entity:** Common Council Member

3. a. **Governmental Entity:** City of Goshen, Indiana

b. **County:** Elkhart

4. **This statement is submitted (check one):**

a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** LaCasa Inc.

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*

Lacasa Inc. is a sub-recipient of the Community Development Block Grant. Lacasa entered into agreements with the City of Goshen's CDBG program for three activities for program year 2023 (July 1, 2023 - June 30, 2024). The activities are Neighborhood Outreach, Owner Occupied Rehabilitation, and a Solar Improvement Project to Multi-Family Units. Brett Weddell serves as Chair of Lacasa's Board of Directors.

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: 
(Signature of Public Servant)

Date: 11-2-2023
(month, day, year)

Printed Name: Brett Weddell
(Please print legibly.)

Email Address: brettweddell@goshencity.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405
Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

To: Board of Public Works & Safety
From: Rhonda L. Yoder, Planning & Zoning Administrator
Date: November 13, 2023
RE: Acceptance of Plat for Keystone Square Fifteenth

The secondary subdivision has been submitted for Keystone Square Fifteenth (Lot 19). The subject property is generally located on the north side of Keystone Drive, west of Lincolnway East, and is zoned Commercial B-3 PUD (Planned Unit Development), part of Keystone Square commercial subdivision that was granted primary approval by the Plan Commission on July 18, 2000.

Following primary subdivision approval, secondary subdivision approval has been granted for 14 phases, including Lots 1-12, Lots 13A and B, Lots 15-18 and various rights of way. Keystone Square Fifteenth includes one lot, Lot 19.

The subdivision meets the Keystone Square PUD and Zoning and Subdivision Ordinance (SO) requirements.

The subdivision drainage plan was accepted by the Board of Works on October 16, 2023.

No surety/performance bond is required, as all public infrastructure is existing.

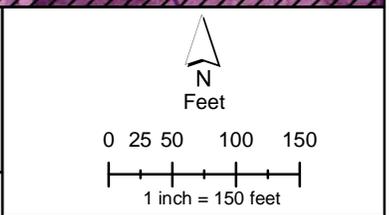
The plat does not include dedication of right of way, but does include a number of easements.

Please accept the Keystone Square Fifteenth plat with easements and sign the plat.

Requested Motion: Move to accept the Keystone Square Fifteenth plat with easements.



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.



Keystone Square 15th

Zoning Map & 2021 Aerial
Printed November 6, 2023

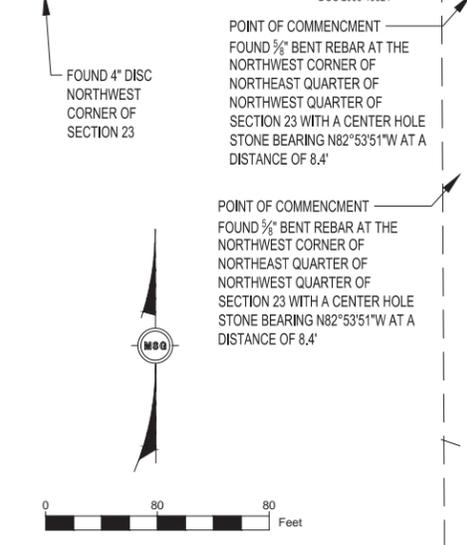
The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8626

KEYSTONE SQUARE FIFTEENTH A PLANNED UNIT DEVELOPMENT

A PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 6 EAST,
ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA.

NORTH LINE NORTHEAST QUARTER, NORTHWEST QUARTER
SECTION 23 T36N R6E N89° 21' 33"E (M) N89° 47' 12"E (R) 937.88'

NORTH QUARTER
CORNER SECTION 23



KEYSTONE SQUARE SEVENTH
COMMON AREA
EXCEPTION 13
DOC 2005-19324

POINT OF COMMENCEMENT
FOUND 5/8" BENT REBAR AT THE
NORTHWEST CORNER OF
NORTHEAST QUARTER OF
SECTION 23 WITH A CENTER HOLE
STONE BEARING N82°53'51"W AT A
DISTANCE OF 8.4'

POINT OF COMMENCEMENT
FOUND 5/8" BENT REBAR AT THE
NORTHWEST CORNER OF
NORTHEAST QUARTER OF
SECTION 23 WITH A CENTER HOLE
STONE BEARING N82°53'51"W AT A
DISTANCE OF 8.4'

FOUND 5/8-INCH IRON PIN W/CAP
"BRAD8-KO #0041"

12' ELECTRICAL EASEMENT
DOCUMENT # 2021-01095

COMMON AREA

12' VACATED ALLEY

S43°59'34"E (R)
S44° 25' 13"E (M)
250.64'

DIERDOFFS 1ST ADDITION
PBV 3, PAGE 31

8

PROPOSED SANITARY SEWER EASEMENT

N65° 34' 47"E 282.23'
S45° 34' 47"W 282.24'

CURVE DATA

NUMBER	ARC LENGTH	RADIUS	TANGENT	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	90.82	982.50	45.44'	05°17'44" (M) 05°17'47" (R)	S41°23'42"E	90.78'
C2	93.65'	1018.50'	46.88'	05°16'04" (M) 05°16'05" (R)	N41°23'05"W	93.61'

LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	N49°03'27"E (M) N48°43'06"E (R)	30.18'
L2	S18°40'22"W (M) S18°54'24"W	23.08'
L3	N18°55'33"E (M) N18°54'14"E (R)	27.09'
L4	N48°43'06"E (M & R)	48.72'
L5	N51°08'54"E (M) N51°08'12"E (R)	36.00'
L6	N51°08'54"E (M) N51°08'12"E (R)	8.47'
L7	N45°33'06"E (M) N45°58'45"E (R)	18.59'
L8	N42°41'06"W (M & R)	42.07'

M = MEASURED
R = RECORD

12
KEYSTONE SQUARE SEVENTH
PLAT BOOK 30, PAGE 25

EXISTING ACCESS EASEMENT
DOC 2005-19324

EXISTING UTILITY EASEMENT
DOC 2005-19324

EXISTING UTILITY EASEMENT
DOC 2007-14506

POINT OF BEGINNING PROPOSED
SANITARY SEWER EASEMENT

MAG NAIL FOUND
0.4' SOUTHWEST

19
2.38 ACRES
103,594 SQ. FT.

DELTA=26°04'20" RIGHT
LENGTH=122.86'
RADIUS=270.00'

CHORD BEARING (R)=N84°06'51"W
CHORD BEARING (M)=N84°32'30"W
CHORD DISTANCE=121.81'

DELTA=03°53'40" LEFT
LENGTH=68.07'
RADIUS=1001.50'
CHORD BEARING=S42°04'25"E (R)
CHORD BEARING=S42°30'05"E (M)
CHORD DISTANCE=68.06'

16
KEYSTONE SQUARE ELEVENTH
DOC 2007-14506

EXISTING INGRESS-EGRESS
AND UTILITY EASEMENT
DOC 2007-14506

DELTA=36°52'25" RIGHT
LENGTH=109.41'
RADIUS=170.00'

CHORD BEARING (R)=S64°24'58"W
CHORD BEARING (M)=S63°59'18"W
CHORD DISTANCE=107.53'

KEYSTONE DRIVE (60' RW)

KEYSTONE DRIVE (84.5' RW)

KEYSTONE DRIVE (RW VARIES)

LEGEND

	SECTION CORNER
	FOUND IRON
	SET IRON
	FOUND MAG NAIL
	SET MAG NAIL
	CONTROL POINT

NO.	DATE	BY	DESCRIPTION
1	JANUARY 17, 2023	JMA	PER CITY OF GOSHEN
2	OCTOBER 5, 2023	JMA	PER CITY OF GOSHEN

2365 HAGGERTY ROAD SOUTH
CANTON, MI 48188
TEL: 734-397-3100
FAX: 734-397-3131

PROJECT DATE: 6/17/2022
PROJECT NO.: A2380002
DRAWN BY: MTS
CHECKED BY: BAB

PREPARED FOR:
WINDSHIRE CORP.

SUBDIVISION
PLAT

KEYSTONE SQUARE
FIFTEENTH

2





**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 and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF TENTH STREET ROAD CLOSURE AND TEMPORARY
PARKING RESTRICTION (JN: 2022-0037)**

DATE: November 13, 2023

Niblock Excavating has requested an additional extension for the closure of South 10th Street to through traffic from East Jackson Street to East Reynolds Street until Friday, December 1. Due to unexpected changes in crew availability, Niblock was not able to complete removal of tree stumps last week. This work is necessary to prepare for NIPSCO gas main relocation and road reconstruction.

The road will only be closed when construction work is actively proceeding. On-street parking will be restricted during these times.

Requested motion: Move to approve extending the road closure of 10th Street from Jackson Street to Reynolds Street, from November 14 to December 1, 2023.

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

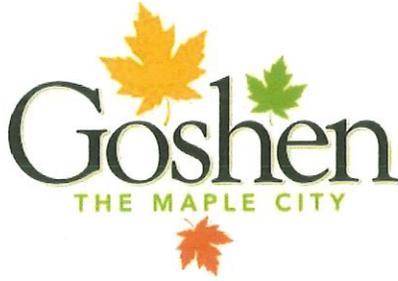
Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **AGREEMENT AMENDMENT FOR ELECTRICAL MAINTENANCE
Traffic Signals, School Flashers, Lighting, Airport, City Buildings
JN: 2024-0005**

DATE: November 13, 2023

Attached is an Agreement Amendment with L&M Electric for the Electrical Maintenance of Traffic Signals, School Flashers, Lighting, City Buildings and the Airport. The Amendment extends the Agreement from January 1, 2024, through December 31, 2024, under the same terms and conditions as the February 15, 2021, contract.

Suggested Motion: Authorize Mayor Leichty to execute the agreement amendment with L&M Electric to extend by one (1) year through December 31, 2024 for Civil City Electrical Maintenance.

AMENDMENT NO. 3

**Contract for Electrical Maintenance Service for the
City's Traffic Signals, School Flashers, Lighting, City Buildings and Airport
Project No. 2021-0005**

THIS AMENDMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **L & M Electric, Inc.**, whose mailing address is 2702 Elkhart Road, 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").

RECITALS

- (A) City and L & M Electric, Inc. entered into a Contract on February 15, 2021 for on-call electrical and associated equipment repair and maintenance service for the City's traffic signals, school zone flashers, lighting at signalized intersections, ornamental street lighting, City buildings and airport lighting.
- (B) The parties wish to renew the Contract dated February 15, 2021 for an additional one (1) year period under the same terms and conditions.
- (C) Any modification or amendment to the terms and conditions of the Contract shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Contract, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

SECTION 1. Effective Date; Renewal

- (A) This Amendment shall become effective on the day of execution and approval by both parties.
- (B) The Contract dated February 15, 2021 shall be renewed for an additional one (1) year period under the same terms and conditions. The term of this renewal shall be from January 1, 2024 through December 31, 2024.

SECTION 2. Original Contract

In all respects, all other provisions of the original Contract not affected by this Amendment shall remain in full force and effect.

SECTION 3. Authority to Execute

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

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

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

L & M Electric, Inc.

Gina M. Leichty, Mayor

Cory Fowler, President

Mary Nichols, Member

Date Signed: _____

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

Date Signed: _____



**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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **AGREEMENT AMENDMENT FOR ELECTRICAL MAINTENANCE
MUNICIPAL WASTEWATER AND WATER UTILITIES
JN: 2024-0006**

DATE: November 13, 2023

Attached is an Agreement Amendment with Middlebury Electric for the Electrical Maintenance for the Wastewater and Water Utilities. The Amendment extends the Agreement from January 1, 2024, through December 31, 2024, under the same terms and conditions as the February 17, 2021, contract.

Suggested Motion: Authorize Mayor Leichty to execute the agreement amendment with Middlebury Electric to extend by one (1) year through December 31, 2024 for Utilities Electrical Maintenance.

AMENDMENT NO. 3

Contract for Electrical Maintenance Service for the City's Wastewater & Water Utilities Project No. 2021-0006

THIS AMENDMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Middlebury Electric, Inc.**, whose mailing address is 65725 US 33, 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").

RECITALS

- (A) City and Middlebury Electric, Inc. entered into a Contract on February 17, 2021 for on-call electrical and associated equipment repair and maintenance service for the City's Wastewater and Water utilities.
- (B) The parties wish to renew the Contract dated February 17, 2021 for an additional one (1) year period under the same terms and conditions.
- (C) Any modification or amendment to the terms and conditions of the Contract shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Contract, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

SECTION 1. Effective Date; Renewal

- (A) This Amendment shall become effective on the day of execution and approval by both parties.
- (B) The Contract dated February 17, 2021 shall be renewed for an additional one (1) year period under the same terms and conditions. The term of this renewal shall be from January 1, 2024 through December 31, 2024.

SECTION 2. Original Contract

In all respects, all other provisions of the original Contract not affected by this Amendment shall remain in full force and effect.

SECTION 3. Authority to Execute

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

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

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

Middlebury Electric, Inc.

Gina M. Leichty, Mayor

Jason Wogoman, President

Mary Nichols, Member

Date Signed: _____

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

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) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

November 8, 2023

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 114 South 29th Street, Goshen, Indiana 46528

An unsafe building hearing is scheduled for the property located at 114 South 29th Street, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner dated October 10, 2023 concerning the property. The Board of Public Works and Safety needs to conduct the hearing; affirm, rescind, or modify the Building Commissioner Order; and determine what action it will order concerning the property. The form of the Continuous Enforcement Order that may be issued by the BOW following the hearing for this Property is attached.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

October 10, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 462528

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-11-176-009.000-015; commonly known as 114 South 29th Street, Goshen, Indiana 46528, and more particularly described as follows:

Part of the West Half (1/2) of the West Half (1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 11, Township 36 North, Range 6 East, situate in Elkhart Township, Elkhart County, State of Indiana, and being more particularly described as follows:

Beginning at an iron stake on the West line of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Said Section 11, said iron stake being 770 feet North of the Southwest corner of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 11; thence North along the West line of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 11 a distance of 175 feet to a railroad spike in the pavement; thence Eastwardly with a deflection angle of 89 degrees 26 minutes to the right a distance of 168.84 feet to an iron stake, said iron stake being 170 feet West (measured at right angles) of the East line of the West Half (W1/2) of the West Half (W1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Said Section 11; thence Southwardly with a deflection angle of 90 degrees 16 minutes to the right and parallel with the East line of the West Half (W1/2) of the West Half (W1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 11 a distance of 100 feet to an iron stake; thence Eastwardly with a deflection angle of 90 degrees 16 minutes to the left a distance of 0.63 of a foot to an iron stake, said iron stake being 170 feet East (measured at right angles) of the West line of the Southeast Quarter (SE1/4) of the Northwest Quarter (1/4) of said Section 11; thence Southwardly with a deflection angle of 90 degrees 34 minutes to the right and parallel with the West line of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 11 a distance of 75 feet to an iron stake thence Westwardly with a deflection angle of 89 degrees 26 minutes to the right a distance of 170 feet. to the place of beginning. Containing 0.68 acre of Land.

Section 2.

The Goshen Building Department first inspected the subject real estate and the vacant residential structure located thereon on March 27, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was re-

inspected on June 20, 2023, which showed no significant improvement to the vacant residential structure at the real estate.

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

1. The residential structure has been severely damaged by fire so that it is easily accessible to persons and animals, a violation of Section 6.3.1.1(w). There are open doors and multiple broken windows allow access, and graffiti, drug paraphernalia, food products, trash, and other materials inside the residential structure demonstrate the residential structure's accessibility.
2. The fire damage to the structure has impacted the structural strength of exterior load bearing walls; interior walls have been compromised; multiple ceilings have collapsed; a floor has begun to collapse; and the roof assembly has severe fire and smoke damage and has lost its structure integrity; the roof has holes permitting weather to enter; all of which are violations of Section 6.3.1.1(u).
3. The structural strength of the entire house has been compromised due to fire and is in danger of collapse, a violation of Section 6.3.1.1(p).
4. Multiple areas of the foundation have cracks and holes, a violation of Sections 6.3.1.1(b) and (j).
5. The front steps are in disrepair and in danger of collapse, a violation of Sections 6.3.1.1(e) and (j).
6. The residential structure's chimney is beginning to pull away from the house, putting it at risk of falling, a violation of Section 6.3.1.1(z).
7. Multiple windows and doors are broken are not working properly, a violation of Section 6.3.1.1(d).
8. Multiple areas of siding are damaged due to fire and weather, a violation of Section 6.3.1.1(bb).
9. The electrical system is damaged and likely needs replacement due to fire, a violation of Section 6.3.1.1(a).
10. The plumbing system is damaged and likely needs replacement due to fire and lack of usage, a violation of Section 6.3.1.1(a).
11. The heating and mechanical systems at the residential structure are damaged due to fire and lack of usage, a violation of Section 6.3.1.1(a).

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1) through (6). The lack of structural integrity renders it in an impaired structural condition that makes it unsafe to person or property. The unsecured nature of the residential structure as evidenced by graffiti and the presence of drug paraphernalia renders it a fire hazard, a hazard to public health, and a public nuisance. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning its structural integrity of load bearing walls, leaking roof, chimney, and foundation cracks. The residential structural is vacant and not maintained in manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

The condition of the residential structure warrants removal. In its present condition, as detailed above, the residential structure is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before November 9, 2023.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete demolition and bill you for the costs of such work, including, the actual costs 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.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, November 13, 2023 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held 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.

Section 6.

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.

2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
 - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
 - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

Section 7.

You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

Section 8.

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on October 10, 2023.

City of Goshen Building Department

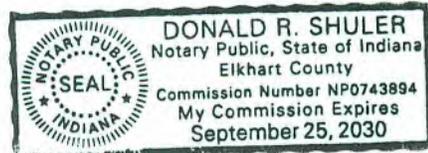

 Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this 10th day of October, 2023, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



 Notary Public



Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 114 South 29th Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on October 11, 2023:

Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46526



Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

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

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.

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

November 13, 2023

To: Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46526

IN RE: Violation of Goshen City Code

Property located at: 114 South 29th Street, Goshen, Indiana 46528

Property Tax Code: 20-11-11-176-009.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Ronald E. Davidhizar

Substantial property of interest of record: None

The Order of the City of Goshen Building Commissioner dated October 10, 2023 (hereinafter "Order") concerning the real estate located at 114 South 29th Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on November 13, 2023, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said Order requiring:

Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before November 9, 2023.

The following specific violations of Goshen City Code were identified in the Order:

1. The residential structure has been severely damaged by fire so that it is easily accessible to persons and animals, a violation of Section 6.3.1.1(w). There are open doors and multiple broken windows that allow access, and graffiti, drug paraphernalia, food products, trash, and other materials inside the residential structure demonstrate the residential structure's accessibility.
2. The fire damage to the structure has impacted the structural strength of exterior load bearing walls; interior walls have been compromised; multiple ceilings have collapsed; a floor has begun to collapse; and the roof assembly has severe fire and smoke damage and has lost its structural integrity; the roof has holes permitting weather to enter; all of which are violations of Section 6.3.1.1(u).
3. The structure strength of the entire house has been compromised due to fire and is in danger of collapse, a violation of Section 6.3.1.1(p).
4. Multiple areas of the foundation have cracks and holes, a violation of Sections 6.3.1.1(b) and (j).
5. The front steps are in disrepair and in danger of collapse, a violation of Sections 6.3.1.1(e) and (j).

6. The residential structure's chimney is beginning to pull away from the house, putting it at risk of falling, a violation of Section 6.3.1.1(z).
7. Multiple windows and doors are broken and not working properly a violation of Section 6.3.1.1(d).
8. Multiple areas of siding are damaged due to fire and weather, a violation of Section 6.3.1.1(bb).
9. The electrical system is damaged and likely needs to replacement due to fire and lack of usage, a violation of Section 6.3.1.1(a).
10. The plumbing system is damaged and likely needs replacement due to fire and lack of usage, a violation of Section 6.3.1.1(a).
11. The heating and mechanical systems at the residential structure are damaged due to fire and lack of usage, a violation of Section 6.3.1.1(a).

A hearing was held where evidence was presented and arguments heard. The Board of Public Works and Safety, as the City of Goshen's Unsafe Building Hearing Authority, being duly advised in the premises, now makes the following findings and determinations:

- Proper notice of the Order, and this hearing, was given to all persons with a substantial property interest in the Real Estate. Notice was sent Certified Mail, return receipt requested, and regular mail, and proof of service is established by the Certificate of Issuance of Building Commissioner Order, said service effective on Ronald E. Davidhizar on October 14, 2023.
- The time to complete the demolition required by the Order has passed, and the following violations still exist at the residential structure located on the Real Estate:
 - The residential structure remains severely damaged by fire making the structure easily accessible due open doors and multiple broken windows. The presence of graffiti, drug paraphernalia, food products, trash, and other materials inside the residential structure all support this finding.
 - Fire damage has impacted the structural strength of the residential structure. Exterior load bearing walls and interior walls have been compromised. Multiple ceilings have collapsed. A floor has begun to collapse. The roof assembly, due to fire and smoke damage, has lost its structural integrity. The roof has holes permitting weather to enter.
 - Due to compromised structural strength as a result of the fire, the residential structure is in danger of collapse.
 - Multiple areas of the foundation have cracks and holes.
 - The front steps are in disrepair and in danger of collapse.
 - The residential structure's chimney is beginning to pull away from the house, putting it at risk of falling.
 - Multiple windows and doors are broken and not working properly.
 - Multiple areas of siding are damaged due to fire and weather.
 - The electrical system is damaged and likely needs replacement due to fire and lack of usage.

- The plumbing system is damaged and likely needs replacement due to fire and lack of usage.
- The heating and mechanical systems are damaged due to fire and lack of usage.
- These conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:
 - In an impaired structural condition that makes it unsafe to person or property;
 - A fire hazard;
 - A hazard to public health;
 - A public nuisance;
 - Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
 - Vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance.

In addition, the general condition of the unsafe building at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

- Warrant demolition of the unsafe building. In its present condition, the unsafe building at the Real Estate is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, property, and safety of the public is threatened. Specifically,
 - Compromised exterior and interior walls
 - Collapsing ceilings
 - Floor on the verge of collapse
 - Roof's lack of structural integrity
 - Chimney pulling away from house
 - Cracks and holes in foundation
- Cannot be repaired cost effectively and/or the property owner(s) of record and/or substantial property interest(s) of record have failed to demonstrate a willingness or intention to repair the unsafe building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
- Can be repaired cost effectively and the property owner(s) or record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, therefore the option of repair may effectively correct the conditions considered to be a danger to the public.

Based on these findings, the Hearing Authority now ORDERS that the Order is

- Affirmed. The Unsafe Building at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded

Modified as follows:

- The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired finds it appropriate to permit the opportunity for repairs to the Unsafe Building at the Real Estate and therefore gives the property owner, Ronald E. Davidhizar, _____ days to complete repairs necessary to address all violations listed in the Order, with this matter set for further review by this Board following that period.
- The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired, directs the City of Goshen Legal Department to pursue civil action against the property owner pursuant to I.C. § 36-7-9-17 to seek appropriate remedies, specifically including civil penalties (I.C. § 36-7-9-19), the appointment of a receiver (I.C. § 36-7-9-20), and/or court order for performance of repair work (I.C. § 36-7-9-21).

The City of Goshen Board of Public Works and Safety further ORDERS:

The Hearing Authority also finds that there has been a willful failure to comply with the Order, based on the following facts:

and therefore now orders a civil penalty against the property owner, Ronald E. Davidhizar, in the amount of: _____.

- The payment of said civil penalty is due in full on or before _____;
or
- The effective date of said civil penalty is postponed until _____,
to allow all work necessary to comply with the Order to be completed.

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

I.C. § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the Building and/or the Real Estate affected by this Continuous Enforcement 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) business days after transferring that interest or agreeing to transfer a substantial property interest in the Building and/or the Real Estate, you must supply City of Goshen Building Commissioner Myron Grise with the full name, address, and telephone number of the other person taking a substantial

property interest in the Building and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Suite 5, Goshen, Indiana 46528, or you may contact him at 574-534-1811. 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 CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety is issued on November 13, 2023.

City of Goshen Board of Public Work and Safety

By: _____
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on November _____, 2023.

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

Notary Public

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

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

EXHIBIT A

Part of the West Half (1/2) of the West Half (1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 11, Township 36 North, Range 6 East, situate in Elkhart Township, Elkhart County, State of Indiana, and being more particularly described as follows:

Beginning at an iron stake on the West line of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Said Section 11, said iron stake being 770 feet North of the Southwest corner of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 11; thence North along the West line of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 11 a distance of 175 feet to a railroad spike in the pavement; thence Eastwardly with a deflection angle of 89 degrees 26 minutes to the right a distance of 168.84 feet to an iron stake, said iron stake being 170 feet West (measured at right angles) of the East line of the West Half (W1/2) of the West Half (W1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Said Section 11; thence Southwardly with a deflection angle of 90 degrees 16 minutes to the right and parallel with the East line of the West Half (W1/2) of the West Half (W1/2) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 11 a distance of 100 feet to an iron stake; thence Eastwardly with a deflection angle of 90 degrees 16 minutes to the left a distance of 0.63 of a foot to an iron stake, said iron stake being 170 feet East (measured at right angles) of the West line of the Southeast Quarter (SE1/4) of the Northwest Quarter (1/4) of said Section 11; thence Southwardly with a deflection angle of 90 degrees 34 minutes to the right and parallel with the West line of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 11 a distance of 75 feet to an iron stake thence Westwardly with a deflection angle of 89 degrees 26 minutes to the right a distance of 170 feet. to the place of beginning. Containing 0.68 acre of Land.

Certificate of Service

The undersigned hereby certifies that the foregoing Record of Action and Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated November 13, 2023 for the premises at 114 South 29th Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on November ____, 2023:

Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528