



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., May 2, 2024

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: April 25, 2024

Approval of Agenda

1) Fire Department request: Approve the closures of three streets for the Memorial Day Parade (Monday, May 27, 2024)

2) Legal Department request: Award bid for two Chassis/Cab units and approve purchase agreement with Jordan Ford

3) Engineering Department request: Approve the road closure of Plymouth Avenue, at the intersection of 10th Street, between the dates of May 6 and May 10, 2024

4) Engineering Department request: Approve the agreement with Alt & Witzig Engineering, Inc. for geotechnical recommendations in the amount of \$4,220.

Privilege of the Floor

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., May 2, 2024

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

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

5) Review the Order of the City of Goshen Building Commissioner for 407 Center Street (M&H Rentals, LLC. property owner, by its representative, Michael Schmucker)

6) Review the Order of the City of Goshen Building Commissioner for 112 West Jackson Street (Ronald E. Davidhizar, property owner)

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE APRIL 25, 2024 REGULAR MEETING**

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

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

CALL TO ORDER: Mayor Leichty called the meeting to order at 4:01 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the April 11, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board member Nichols moved to accept the agenda as presented. Board member Swartley seconded the motion. The motion passed 4-0.

1) Opening of sealed bids on behalf of the City Water & Sewer Department and the Fleet Manager – Purchase of two chassis/cab units

On behalf of the City Water & Sewer Department and the Fleet Manager, the Board was tasked with opening sealed bids submitted to the City for the purchase of two 2024 or new chassis/cab units.

All bids were due to be submitted to the Clerk-Treasurer's Office by 3:45 p.m. on April 25, 2024 or by 4 p.m. of the date of the meeting at the City Court Room/Council Chamber.

Mayor Leichty announced that two companies submitted the following bids:

- Eby Ford Sales. Inc. of Goshen, Indiana: \$60,835 each and a total bid of \$121,670.
- Jordan Automotive Group of Mishawaka, Indiana: \$56,493 each and a total bid of \$112,986.

Nichols/Swartley made a motion that the bids be referred to the City Legal Department for review. Motion passed 4-0.

2) Opening of sealed proposals on behalf of the City Fire Department – For the City's new South Fire Station

On behalf of the City Fire Department, the Board was tasked with opening proposals and qualifications for the design, development, and building of the New South Fire Station.

All proposals were due to be submitted to the Clerk-Treasurer's Office by 3:45 p.m. on April 25, 2024 or by 4 p.m. of the date of the meeting at the City Court Room/Council Chamber.

Mayor Leichty announced that proposals/qualifications from four companies were received as follows:

- Ancon Construction Co., Inc. of Goshen, Indiana
- CORE/BKV Group of Schererville, Indiana
- Envoy, Inc. of Fishers, Indiana
- RQAW | DCCM Corp. of Fishers, Indiana and R. Yoder Construction of Nappanee, Indiana

Nichols/Swartley made a motion that the bids be referred to the City Legal Department for review. Motion passed 4-0.



3) Police Department request: Approve the retirement of Officer David J. Pena #112, effective April 19, 2024
City Assistant Police Chief Shawn Turner asked the Board to approve the retirement of **Officer David J. Pena #112**, effective April 19, 2024.

Assistant Chief Turner said Officer Pena began his law enforcement career at the Ligonier Police Department and started his full-time career at the Goshen Police Department on March 17, 1995. He gave this community just over 29 years of service. Officer Pena worked most of those years on the dayshift and midnight shift and served the department as a motorcycle officer and as a hostage negotiator.

Assistant Chief Turner added, "Officer Pena has a great deal of knowledge and experience which will truly be missed. We would like to thank Officer Pena for his service and commitment to this department and our community and wish him the absolute best in his retirement and any future endeavors ... He will be sorely missed."

In his letter of retirement, **Officer Pena** wrote, in part: "My time here has come to an end. My career has been interesting and has been a great experience. I take with me the memories of joy and the scars of sadness that many of us have shared. I leave with you the courage to stand strong and the humbleness to be compassionate, not only to one another but for the community that we serve. Godspeed to those that continue on."

Mayor Leichty said she was very grateful for Officer Pena's service.

Nichols/Swartley made a motion to approve the retirement of **Officer David J. Pena #112, effective April 19, 2024. Motion passed 4-0.**

4) Stephanie Balagna request: Approve placement of a moving POD in the City's right of way in front of 1722 College Manor Drive, from May 3 to May 6, 2024

Representing his mother, Stephanie Balagna, Josh Snyder of Goshen asked the Board to allow the placement of a moving storage container on the street in front of her new home at 1722 College Manor Drive.

Snyder said his mother will have two moving PODS delivered on May 3. One will be in her personal driveway and she would like to place the second POD in the street in front of the condo, along the side of the curb, from the morning of May 3 until the morning of May 6, 2024.

In her written request, **Balagna** wrote that the PODS company does not deliver or pick up on weekends from the Fort Wayne PODS storage area they were taken to upon her move from Iowa to Goshen. Fort Wayne is the closest PODS storage area. The POD is 8 feet wide and 8 feet tall and 16 feet long.

Nichols/Swartley made a motion to approve the request from **Stephanie Balagna** to place a moving container in the City's right-of-way in front of 1722 College Manor Drive, from May 3-6, 2024, on the condition that the applicant follow the terms and direction of City of Goshen staff. **Motion passed 4-0.**

5) Interra Credit Union request: Approve the closure and use of the City's Powerhouse parking lot for the annual "Shred-It Days" event, June 7-8, 2024

Ellen Meihofner, the Marketing & Community Engagement Associate for Interra Credit Union, asked the Board to allow the use of the Powerhouse Parking lot on West Washington Street, for Interra's annual Shred-It Days. The event is 9 a.m. to 11 a.m. and 1-3 p.m. on Friday, June 7 and 9 a.m. to 11 a.m. on Saturday, June 8.

Meihofner asked the Board to allow use of the parking lot from 7:30 a.m. to 3:30 p.m. on June 7 and 7:30 a.m. to noon on June 8. She also requested the use of four barricades from the City Street Department.

In her written request to the Board, **Meihofner** wrote that Shred-It days has become a popular annual event. She also provided these details about it:

- To encourage ID theft prevention and recycling, Interra brings in Mountain High Shredding with its mobile truck/shredder.



- Because it is a popular event, several cars are often in line to drop off their shredding materials.
- Interra staff members are present and involved – unloading, weighing, etc.
- Interra pays for the first 50 pounds, with a nominal fee charged thereafter.
- There will be directional signage to ensure the orderly entrance into and exit from the parking lot.
- As an example of the popularity, the total in 2023 was almost 30,000 pounds collected.

Mayor Leichty asked if Interra had communicated with the City Street Department about the event. **Meihofer** said she had done so.

Mayor Leichty said that because she serves on Interra's board of directors, she would recuse herself from voting on this matter.

Nichols/Swartley made a motion to allow use of the Powerhouse parking lot from 7:30 a.m. to 3:30 p.m. on Friday, June 7 and 7:30 a.m. to noon on Saturday, June 8 as well as the use of four barricades from the City Street Department. Motion passed 4-0.

6) Historic Southside Neighborhood Association requests: Approve discounted-cost dump trailers in June and September and the partial closure of 7th Street for an Aug. 17 block party

Megan Hessl, the Chairperson for the Historic Southside Neighborhood Association (HSNA), made a series of requests related to its two annual clean-up days and its annual block party.

For its spring clean-up, **Hessl** asked for permission to reserve three trash trailers to be placed in the neighborhood June 7-9 at the City's discounted half-price rate that has been granted to neighborhoods in the past. As in past years, she said neighbors would monitor what is placed in the trailers to ensure prohibited items are not deposited.

For the neighborhood's fall clean-up, **Hessl** requested permission to reserve three trash trailers to be placed in the neighborhood Sept. 6-9, again at the City's discounted half-price rate for neighborhoods. She again assured that neighbors will monitor what is placed in the trailers.

Hessl also requested that the 500 block of South 7th Street be closed to vehicle traffic from 4 p.m. to 8 p.m. on Saturday, Aug. 17. She said about 120 neighbors gather annually to share food and fellowship.

Mayor Leichty asked if Hessl had spoken to the City Street Department about her requests. **Hessl** said she had not but would do so closer to the events. She said she had discussed the use of the trailers.

Clerk-Treasurer Aguirre said the Street Department might want to comment on the requested discount for the use of the trailers since the rate is scheduled to increase on June 1. **Hessl** responded that she was informed that if she paid for the trailers by June 1, the neighborhood could qualify for the current discounted rate.

Nichols/Swartley made a motion to approve the requests from the Historic Southside Neighborhood Association (HSNA) for the use of three trash trailers at the discounted rate for its two annual clean-up days as well as the closure of South 7th Street, from 4 to 8 p.m., on Aug. 17 for the block party. Motion passed 4-0.

7) Legal Department request: Reject all bids submitted to the City for the purchase and installation of a generator at Hilltop Booster Station so that Water & Sewer may review the project specifications for reconsideration to bid at a future time

On behalf of the Goshen Water & Sewer Department, **City Attorney Bodie Stegelmann** asked the Board to reject all bids submitted for the purchase and installation of the Hilltop Booster Station generator so City staff may review the specifications and reconsider bidding at a later time.

On April 11, the Board received the following two bids:

- Buckeye Power Sales of Canal Winchester, Ohio, a total bid of \$52,947.
- Elevated Power, LLC of Mishawaka, Indiana, a total bid of \$132,859.91.



Nichols/Swartley made a motion to reject all bids submitted to the City for the purchase and installation of a generator at the Hilltop Booster Station so that Water & Sewer may review the project specifications for reconsideration to bid at a future time. Motion passed 4-0.

8) Legal Department request: Award the bid for the cleaning of City buildings to Cathy’s Cleaning Service and authorize the Mayor to execute the agreement with Cathy’s for an estimated annual cost of \$30,684 City Attorney Bodie Stegelmann said the City solicited quotes for cleaning services of the Annex Building, City Hall and the Utilities Billing Office in accordance with Indiana Code § 5-22-8-3. All quotes were due on April 11, 2024. The City received quotes from two cleaning companies. A summary of the quotes received is as follows:

<i>Company</i>	<i>Total weekly cost</i>	<i>Total monthly cost</i>	<i>Total annual cost</i>
Cathy’s Cleaning	\$590	\$2,557	\$30,684
Kelly’s Cleaning, LLC	\$1,240	\$4,960	\$59,520

Stegelmann recommended that the City award the bid for cleaning services of the City’s Annex Building, City Hall, and Utilities Billing Office to Cathy’s Cleaning Service as the lowest responsive and responsible quoter. He further recommended that the Board approve and authorize Mayor Leichty to execute an Agreement with Cathy’s Cleaning Service for cleaning of City’s Annex Building, City Hall, and Utilities Billing Office with services to start June 1, 2024 at an estimated annual cost of \$30,684.00.

Nichols/Swartley made a motion to reject Kelley’s Cleaning LLC as it was the highest quoter and award the bid for cleaning services of the City’s Annex Building, City Hall, and Utilities Billing Office to Cathy’s Cleaning Service as the lowest responsive and responsible quoter as well as approve and authorize Mayor Leichty to execute the Agreement with Cathy’s Cleaning Service, with services to start June 1, 2024 at an estimated annual cost of \$30,684. Motion passed 4-0.

9) Legal Department request: Award the quote for the purchase of hydraulic extrication tools and accessories to Impact Rescue, LLC and authorize the Mayor to execute the purchase agreement with the company for the approximate sum of \$73,913

City Attorney Bodie Stegelmann told the Board that the City solicited sealed quotes for the purchase of various hydraulic extrication tools in accordance with Indiana Code § 5-22-8-3.

The City received one quote in response to our invitation. Impact Rescue, LLC offered the following quote that met all of City’s specifications:

ITEM NUMBER:	ITEM NAME	QUANTITY	TOTAL QUOTE:
1.	Cutters	1	\$14,542
2.	Spreaders	1	\$14,996
3.	Combi	1	\$15,303
4.	Tele Ram	2	\$24,666
5.	Battery	Each	\$976
6.	Charger AC	1	\$647
7.	Charger DC	1	\$548
8.	Main Power Connector	1	\$1,954
9.	On-tool Charging Cord	1	\$116
10.	Tool diagnostics cord	1	\$165
TOTAL QUOTE:			\$73,913



Stegelmann recommended that that the City accept the quote from Impact Rescue, LLC and authorize Mayor Leichty to execute the purchase agreement allowing Goshen Fire Department to purchase various hydraulic extrication tools and accessories in the approximate sum of \$73,913.

Nichols/Swartley made a motion to award the quote for the purchase of various hydraulic extrication tools and accessories to Impact Rescue, LLC as the lowest responsible and responsive quoter and approve and authorize the Mayor to execute the purchase agreement with Impact Rescue in the approximate sum of \$73,913. Motion passed 4-0.

10) Legal Department request: Adopt Resolution 2024-13, Interlocal Agreement with the County of Elkhart for the Improvement of the Pumpkinvine Trail

City Attorney Bodie Stegelmann told the Board that attached to the agenda packet was a resolution to approve the terms and conditions of the Interlocal Agreement with Elkhart County for the Improvement of the Pumpkinvine Trail and authorize Mayor Leichty and Clerk-Treasurer Aguirre to execute the Interlocal Agreement on behalf of the Board of Public Works and Safety and the City.

Stegelmann said the agreement would coordinate the improvement and pavement of the Pumpkinvine Trail from State Road 4 (Lincoln Avenue) north to County Road 28 in Elkhart County. The project consists of the planning, funding, designing, engineering, bidding, constructing, inspecting, and overseeing of the project.

Under the interlocal agreement:

- The County will serve as the “Design Consultant” on the Project and provide the engineering and design work necessary for bidding and inspection of the project.
- The engineering and design standards for the Project must be approved by the County and City.
- The County will serve as the Lead Agency for the Project and will be responsible for the overall administration of the Project including but not necessarily limited to the following:
 - Bidding and awarding the Project in compliance with governmental requirements applicable to City and County, for the bidding of public works projects.
 - Obtaining any governmental permits or approvals required to construct the Project.
 - Administering any contract or contracts awarded to a successful bidder or bidders on the Project.
 - Providing engineering review and construction inspection services for the Project to the extent that such are not the responsibility of the successful bidder or bidders.
 - Maintaining the documents, contracts, notices, and other records connected with the Project.
 - Providing the City with a financial summary of all funds needed for the Project, all funds received for the Project, and all funds expended on the Project, to include specifically the responsibility of City to fund the amounts needed for the Project.
- While County will serve as the Lead Agency, the City and County acknowledge that such is tied largely to the County providing the Design Consultant services contemplated under “Lead Agency” above.
- The City will be significantly involved with the Project and its participation will include:
 - City shall review and approve the Project engineering and design, though such engineering and design shall be provided by County as part of the Lead Agency role set forth above.
 - City shall fund all direct and indirect construction costs associated with the Project, with the acknowledged desire and intent of County and City to seek cost-sharing participation by third parties, which shall serve to diminish the costs of City for such direct or indirect construction costs. Direct and indirect construction costs associated with the Project shall include trail drainage and repairs needed preparatory to paving, change orders, and compaction and materials testing.



- City shall appropriate and have available for use by County, all funds required of City for its share of the direct and indirect construction costs, it being acknowledged that the transfer of such funds to County must occur essentially simultaneous with the Notice to Proceed with the Project, or even in advance thereof, as County is not in a position to advance the funds for the construction costs associated with the Project.
- Since time is of the essence:
- The City and County agree to cooperate so that the engineering and design and preliminary bidding process can be completed in time to receive bids for the Project by the end of May 2024.
- The City may terminate this Agreement by providing written notice of termination to County no later than 60 days after receipt of the bids. In the event City fails to provide the necessary funding for the Project to County within 60 days after the receipt of bids, County may terminate this Agreement.
- The parties contemplate that construction shall commence and be completed during 2024; however, should unexpected difficulties or delays occur, the Project may extend the completion date with written notice.
- City and County agree to communicate with each other in establishing a construction schedule that will allow the Project to be completed in a timely fashion consistent with subparagraphs (a) and (b) above.
- This Agreement shall be in effect through Dec. 31, 2024 and shall thereafter automatically renew on a year-to-year calendar basis if the Project has not been completed, unless either party shall give written notice of termination to the other party at least 90 days prior to the end of the initial term of this Agreement or any renewal year of this Agreement. The entire Pumpkinvine Nature Trail Project area covered by this Agreement is owned and maintained by City and shall continue to be owned and maintained by City at the conclusion of the Project.

Mayor Leichy said this project will include the paving of the last unpaved section of the Pumpkinvine Trail.

Stegelmann noted that the Common Council approved this interlocal agreement on April 22, 2024.

Nichols/Swartley made a motion to adopt Resolution 2024-13, Interlocal Agreement with the County of Elkhart for the Improvement of the Pumpkinvine Trail. Motion passed 4-0.

11) Legal Department request: Adopt Resolution 2024-14, Interlocal Agreement with the County of Elkhart for the Establishment of the Marion Branch Quiet Zone

City Attorney Bodie Stegelmann told the Board that attached to the Board's meeting packet was a resolution to approve the terms and conditions and authorize execution of the Interlocal Agreement with the County for the establishment of the Marion Branch Quiet Zone.

Stegelmann said that under this agreement, the County was approving the establishment of the new quiet zone and delegating to City the authority to take all such actions as required by the federal regulations to establish the new quiet zone. This specifically includes the County Road 42 grade crossing as well as at the location of the County Road 40 crossing that are outside the city limits.

Stegelmann said the Goshen Redevelopment Commission is agreeing to provide the funding for the implementation of one or more safety measures required for the establishment of the new quiet zone.

Mayor Leichy said it was exciting that the City was getting closer to establishing the quiet zone.

The agreement specifies that:

- This purpose of this agreement is to coordinate the establishment of a new railroad quiet zone on the Marion Branch from Washington Street to County Road 42 ("Marion Branch Quiet Zone"), including the construction, maintenance, and funding for necessary railroad crossing improvements at each grade crossing within the Marion Branch Quiet Zone, hereinafter referred to as "the Project."



- The City is in the process of making application to the Federal Railroad Administration to establish a new railroad quiet zone on the Marion Branch from Washington Street to County Road 42, hereinafter referred to as the “Marion Branch Quiet Zone.”
- Since the proposed new quiet zone includes the public highway-rail grade crossings, which are under the authority and control of County, in accordance with 49 C.F.R. § 222.37(a), both City and County must agree to the establishment of the quiet zone, and the County must delegate to the City the authority to take such actions as are required by 49 C.F.R. pt. 222 to establish the Marion Branch Quiet Zone.
- Such actions required to establish and maintain the Marion Branch Quiet Zone by City will include the implementation and maintenance of one or more safety measures at each grade crossing within the new quiet zone.
- The existing crossing at County Road 42 (DOT# 533515K) has one (1) mainline track with one (1) travel lane in each direction. The existing approach pavement and crossing surface is in good condition. The existing crossing has an active warning system consisting of post mounted flashing lights. Due to the quiet zone requirements, the City agrees to upgrade the active warning devices to include flashing red lights with gates and constant warning time. In addition to upgrading the active warning devices, 100 feet of channelization devices will be added to both approaches while the pavement markings and signage will be updated to meet MUTCD requirements within a quiet zone. The City agrees to meet the Federal Railroad Administration’s expectations for construction and completion of the improvements at the public highway-rail grade crossing at County Road 42.

Nichols/Swartley made a motion to adopt Resolution 2024-14, Interlocal Agreement with the County of Elkhart for the Establishment of the Marion Branch Quiet Zone. Motion passed 4-0.

12) Legal Department: Accept the Uniform Conflict of Interest Disclosure Statement for Timothy Christner City Attorney Bodie Stegelmann told the Board that Goshen Fire Department employee Timothy Christner is submitting a Uniform Conflict of Interest Disclosure Statement to the Board for acceptance in a public meeting in accordance with Indiana Code § 35-44.1-1-4, Conflict of Interest.

Stegelmann said Christner is a member of Christner Construction LLC, which provides annual repair and maintenance services for the Goshen Fire Department.

Nichols/Swartley made a motion to accept the Uniform Conflict of Interest Disclosure Statement filed by Timothy Christner. Motion passed 4-0.

13) Water & Sewer Office request: Move \$5,772.95 in uncollected finaled accounts from active to collection, sewer liens and write offs for the period through Jan. 8, 2024

Kelly Saenz, Manager of the Goshen City Utilities Office, asked the Board to move the Goshen Water and Sewer Office’s uncollected finaled accounts from active to Collection, Sewer Liens and Write offs.

Saenz said that the original amount of unpaid final Water/Sewer accounts for the period through Jan. 8, 2024 was \$7,945.54. Collection letters were sent out and payments of \$2,172.59 were collected.

The uncollected amount was \$5,772.95. So, Saenz asked the Board to move the office’s uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period.

Saenz added that of the \$5,772.95 in uncollected amounts, \$3,500 came from flat sewer accounts.

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



14) Engineering Department request: Approve the Agreement with Specialties Co., LLC for the 2024 Street Department Milling Package project in the amount of \$27,523.55

City Director of Public Works & Utilities Dustin Sailor told the Board that on April 11, 2024, the City received one proposal for the 2024 Street Department Milling Package project from Specialties Company, for \$27,523.55.

Sailor said the Engineering Department has reviewed this proposal and has found it to be within its estimated price for this project and finds Specialties Company LLC to be the lowest responsive and responsible quoter. He requested that the Board accept the proposal.

Nichols/Swartley made a motion to approve the Agreement with Specialties Co., LLC for the 2024 Street Dept. Milling Package project in the amount of \$27,523.55. Motion passed 4-0.

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

Mayor Leichy opened Privilege of the Floor at 4:29 p.m. There were no comments.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichy adjourned the Board of Public Works and Safety meeting at 4:29 p.m.

APPROVED:

Mayor Gina Leichy

Mike Landis, Member



Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

April 25, 2024

To: The Board of Works and Public Safety

RE: Memorial Day Parade

From: Fire Chief Danny Sink

On behalf of the VFW and the DAV; I would like to request permission for the annual Memorial Day Parade on Monday, May 27, 2024. The parade will begin at 10 – 10:15 a.m.

Our parade route will be the usual: starting on Jefferson Street at the police department – Main Street – Pike Street – N. First Street – to Oakridge Cemetery. Thank you.

I would also like to request the closing of:

- 100 and 200 blocks E. Jefferson Street
- S. 5th Street between Washington and Madison Street

For staging of vehicles and apparatus for the parade.

Thank you for your consideration.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

May 2, 2024

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Award bid for 2 Chassis/Cab units and Purchase Agreement with Jordan Ford

The City solicited sealed bids for the purchase of 2 chassis/cab units in accordance with Indiana Code § 5-22-8-3.

Below is a summary of the bids received:

Vendor	Per Unit Price	Total Bid
Eby Ford	\$60,835	\$121,670
Jordon Ford	\$56,493	\$112,986

Water and Sewer would like to purchase two (2) chassis/cab units for a total purchase price of \$112,986 from Jordon Ford as they are provided the lowest responsive and responsible bid.

Suggested motions:

Move to reject Eby Ford's bid offer for 2 chassis/cab units at a total price of \$121,670.

Move to award the quote for the purchase of 2 chassis/cab units to Jordon Ford as the lowest responsible and responsive bidder.

Move to approve and authorize Mayor Leichty to execute the purchase agreement with Jordon Ford for the purchase of 2 chassis/cab units.

PURCHASE AGREEMENT OF TWO (2) 2024 OR NEWER CHASSIS/CAB UNITS

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on _____, 2024, which is the last signature date set forth below, by and between **Jordon Ford** (“Supplier”), whose mailing address is 609 E. Jefferson Blvd., Mishawaka, 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. Effective Date

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

Section 2. Purchase;

- (A) Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Detailed Specifications” attached as Attachment A.
- (B) In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier’s Proposal (Attachment B), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

Section 3. Delivery

- (A) Supplier agrees to deliver all supplies within one (1) calendar year from the effective date of this agreement.
- (B) The Supplies shall be delivered FOB Destination to the following address:
 - City of Goshen Central Garage
 - 230 Steury Ave
 - Goshen, IN 46528
- (C) All deliveries shall be made Monday through Friday, excluding holidays, during normal business hours unless other prior arrangements are made with City.
- (D) Delivery date shall be the date the complete items, goods, materials, or equipment (“Supplies”), installed and/or ready to operate (if applicable), has been delivered to City.
- (E) To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the

specifications and are operable. Unless otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

Section 4. Purchase Price; Payment

- (A) City agrees to compensate Supplier for the Supplies provided in accordance with Supplier's proposal the sum of One Hundred Twelve Thousand Nine Hundred Eighty-Six Dollars (\$112,986). This compensation is based on a purchase price of Fifty-Six Thousand Four Hundred Ninety-Three Dollars \$56,493 for each unit.
- (B) The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen Clerk-Treasurer's Office
202 S. 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) Supplier 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. Inspection

- (A) Supplier shall conduct final inspections on all Supplies prior to delivery to City. City has the right to inspect the Supplies to the extent practicable, at any time and place. If City determines as a result of inspection that the Supplies do not conform to all requirements of this Agreement, City may at City's sole option and discretion:
 - (1) require Supplier, at Supplier's sole cost, promptly to correct the defects to the non-conforming Supplies where practicable; or
 - (2) reject the non-conforming Supplies and require Supplier, at Supplier's sole cost, to complete the order by delivering conforming Supplies.
- (B) When the defects for any Supplies cannot be corrected practicably, City may at City's sole option and discretion:
 - (1) by contract or otherwise, correct the defects and charge Supplier any costs incurred by City directly related to the cost of correcting the defects; or
 - (2) reduce the Agreement compensation to reflect the reduced value of the Supplies.
- (C) If Supplier fails to correct performance or take necessary action to ensure future performance, in conformity with Agreement requirements, or when the defects for any Supplies cannot be corrected practicably, City may:

- (1) require Supplier to take necessary action to ensure that future performance conforms to Agreement requirements; and/or
- (2) terminate the Agreement for default.
- (D) If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.
- (E) Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

Section 6. Workmanship and Quality; Warranty

Unless otherwise stated in the Specifications, Supplier shall guarantee the Supplies for a period of one (1) year from date of acceptance. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

Section 7. Independent Contractor

Supplier shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. As such, Supplier is solely responsible for all taxes and none shall be withheld from the sums paid to Supplier. Supplier acknowledges that Supplier is not insured in any manner by City for any loss of any kind whatsoever. Supplier has no authority, express or implied, to bind or obligate City in any way.

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

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

- (F) Supplier shall not knowingly employ or contract with an unauthorized alien, and Supplier shall not retain an employee or continue to contract with a person that the Supplier subsequently learns is an unauthorized alien.
- (G) Supplier shall require their subcontractors, who perform work under this contract, to certify to the Supplier 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. Supplier agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (H) City may terminate the contract if Supplier fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Supplier 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 Supplier certifies that Supplier has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this Agreement.

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Supplier shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against (1) 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 Supplier or any of Supplier's agents, officers and employees; or (2) any defect in materials or workmanship of any supply, material, mechanism, or other product or service which Supplier or any of Supplier's officers, agents, employees, or subcontractors has supplied to City or has used in connection with this Agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Supplier 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, if any, under this Agreement.

Section 13. Insurance

- (A) Prior to commencing work, the Supplier 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. Supplier shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Supplier shall at least include the following types of insurance with the following minimum limits of liability:
 - (3) Workers Compensation and Employer's Liability - Statutory Limits
 - (4) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (6) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (7) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 14. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 15. Default

- (A) If Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.
- (C) It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.
- (D) Supplier may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Supplier 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 Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the Supplies described under this contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of City.

Section 16. Termination

- (E) The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (F) City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- (G) 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 17. 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:	Supplier:
City of Goshen, Indiana Attention: Goshen Legal Department 204 East Jefferson St., Suite 2 Goshen, IN 46528	Jordon Ford Attention: Michelle Henk 609 E. Jefferson Blvd. Mishawaka, IN 46545

Section 18. Subcontracting or Assignment

- (A) Supplier 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 Supplier to subcontract or assign any portion of the Agreement shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.
- (B) In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

Section 19. 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 20. 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 21. Applicable Laws

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

Section 22. Miscellaneous

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

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

Section 23. 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 24. 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 25. Entire Agreement

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

Section 26. Authority to Bind Supplier

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.

<p>City of Goshen</p> <p>Board of Public Works and Safety</p>	<p>Supplier's name</p>
Gina Leichty, Mayor	Name
	Title
Date	Date

ITEMIZED BID

PURCHASE OF TWO (2) CHASSIS/CAB UNITS

The original signed proposal must be submitted to the City of Goshen Clerk-Treasurer's Office, 202 South 5th Street, Goshen, Indiana 46528, by the specified due date and time to receive consideration. The Supplier certifies that the information provided by it in its offer is accurate and complete. The execution of this proposal is certification that the undersigned individual represents the Supplier and has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices offered. By executing this offer, the undersigned individual further certifies that they are duly authorized to execute contracts on behalf of the Supplier and have obtained all necessary or applicable approvals to make this contract fully binding upon the Supplier.

Supplier:
JORDAN FORD

MICHELLE HENK	Company Name FLEET SALES MANAGER	<i>Michelle Henk</i>
Print Name	Title	Signature

Address: 609 E Jefferson Blvd.

Telephone Number (s): Business: 574-254-2999 Cell: 574-220-1709

Acknowledgement of Addenda Number(s): *Michelle Henk*

The above bidder hereby submits the following offer to meet all of the requirements in the Specification Documents for the following cost:

ITEM NO.		TOTAL BID:
1	2024 or newer chassis/cab unit (x2) Year: <u>2024</u> Make: <u>FORD</u> Model: <u>F550 CHASSIS CAB F5H</u>	\$56,493.00 each \$112,986.00 FOR 2 CHASSIS

DELIVERY: The goods, materials and/or equipment to be purchased for this project shall be delivered within one (1) calendar year from receipt of a notice to proceed from the City. (Please refer to page 7, General Terms and Conditions, #1 Delivery; Liquidated Damages of this Specifications Document.)

**DETAILED SPECIFICATIONS
2024 CHASSIS CAB**

Exterior:	Yes	No
Standard Cab	YES	
Front tow hooks	YES	
Heated mirrors	YES	
Exterior color to be Red	YES	
Fuel tank to be 40 gallons aft of rear axle	YES	
7 wire trailer wiring with blunt cuts at rear of frame	YES	
Back-up alarm	YES	
Skid plates	YES	
Cab entry steps	YES	
Mechanical:		
V-8 gas engine	YES	
10 speed automatic transmission with PTO provision	YES	
4 Wheel drive with manual locking hubs	YES	
Rear locking differential (4:88 gear ratio)	YES	
Snow plow prep	YES	
Spare tire and wheel	YES	
19,500 GVW	YES	
165-inch wheel base 169-INCH WHEEL BASE		NO
C/A to be 84 inches	YES	
Dual alternators	YES	
Dual Batteries	YES	
4 Wheel disc brakes	YES	
Interior:		
Convenience package	YES	
Rubberized floor covering	YES	
HD Vinyl seat coverings 40/20/40 split bench	YES	
Integrated trailer brake controller	YES	
Back-up camera kit for upfitter	YES	
2 extra keys (no fobs)	YES	
AM/FM Radio hands free capable	YES	
Upperfitter switches (6 total)	YES	

EXCEPTIONS

Contractor shall indicate below whether the Contractor's proposal contains any deviation from or exception taken to the stated Specification Documents.

Any product, materials or method that City, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Contractor submits information that details how the method, goods, materials, and/or equipment offered for substitution will meet or exceed the minimum requirements of criteria and quality to that named in the Specification Documents.

Contractor is cautioned that any exception taken and deemed by City to be a material qualification or variance from the terms of the Specification Documents may result in this proposal being rejected as non-responsive.

In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms and conditions of the Specification Documents, and the Contractor shall be held liable for strict compliance.

 NO, this proposal does not contain any deviation from or exception taken to the stated Specification Documents, and this proposal shall be accepted as in strict compliance with all terms and conditions of the Specification Documents.

 X **YES**, this proposal does contain deviation from or exception taken to the stated Specification Documents which is/are detailed more fully below (attach additional pages if needed):

WHEEL BASE IS 169 INCH SPEC WRITTEN 165 INCH

BUSINESS CERTIFICATION

Contractor must complete this page to identify the form of business organization the Contractor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

The Contractor is operating as a (check one):

<input type="checkbox"/> Contractor is a SOLE PROPRIETORSHIP	<input type="checkbox"/> Contractor is a LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> Contractor is a GENERAL PARTNERSHIP	<input type="checkbox"/> Contractor is a LIMITED LIABILITY COMPANY
<input type="checkbox"/> Contractor is a LIMITED PARTNERSHIP	<input checked="" type="checkbox"/> Contractor is a CORPORATION

The Contractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of INDIANA and is currently registered with the Indiana Secretary of State. The Business ID number for the Contractor is 81-2949375.

State of _____ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Contractor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

NEPOTISM DISCLOSURE

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

Contractor **IS NOT** a relative of a City of Goshen elected official.

Contractor **IS** a relative of a City of Goshen elected official. This includes an individual who 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. Please specify the relative(s) below:

Name of elected official: N/A

Relationship to Contractor: N/A

SIGNATURE

The undersigned certifies that Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation. Contractor agrees to fulfill the requirements of any awarded contract at the prices proposed based on the terms and conditions of all Specification Documents, including all Addenda. The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor's authorized representative constitutes execution of each and every Part of this Proposal.

SIGNATURE MUST BE NOTARIZED

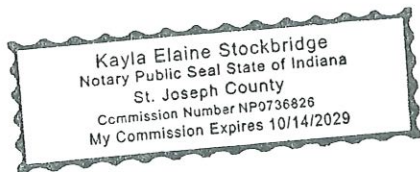
Contractor's Authorized Representative:

Signature: Michelle Henk Title: FLEET SALES MANAGER
Printed: MICELLE HENK Date: 4/25/2024

STATE OF IN)
) SS:
COUNTY OF St Joseph)

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Michelle Henk, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Contractor's Proposal are true and correct.

Witness my hand and Notarial Seal this 25th day of April, 2024.



Kayla Elaine Stockbridge
Printed Name: Kayla Elaine Stockbridge
Notary Public of IN County, St Joseph
My Commission Expires: 10/14/2029
Commission Number: NP0736826

CNGP530

VEHICLE ORDER CONFIRMATION

03/27/24 12:00:41

Dealer: F48207

Page: 1 of 2

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2024 F-SERIES SD

Order No: 1111 Priority: E3 Ord FIN: QB652 Order Type: 5B Price Level: 425

Ord PEP: 660A Cust/Flt Name: GOSHEN PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV	
F5H	F550 4X4 CHAS/C	\$57420	\$54549.00	18B	PLAT RUNNING BD	\$320	\$291.00
	169" WHEELBASE				19500# GVWR PKG		
PQ	RACE RED			41P	SKID PLATES	100	91.00
A	VNYL 40/20/40			425	50 STATE EMISS	NC	NC
S	MED DARK SLATE			473	SNOW PLOW PREP	250	228.00
660A	PREF EQUIP PKG			512	SPARE TIRE/WHL2	350	319.00
	.XL TRIM			61J	JACK	NC	NC
572	.AIR CONDITIONER	NC	NC	65Z	AFT AXLE TANK	NC	NC
	.AMFM/MP3/CLK						
99N	.7.3L DEV V8 ENG				TOTAL BASE AND OPTIONS	62785	57962.76
44G	10-SPD AUTOMATC	NC	NC		TOTAL	62785	57962.76
TGJ	225 BSW AP 19.5				*THIS IS NOT AN INVOICE*		
X8L	4.88 LTD SLIP	395	360.00				
68M	PAYLD PLUS UPGR	1155	1051.00		* MORE ORDER INFO NEXT PAGE *		
	JOB #2 BUILD				F8=Next		

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

CNGP530

VEHICLE ORDER CONFIRMATION

03/27/24 12:00:53

Dealer: F48207

Page: 2 of 2

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2024 F-SERIES SD

Order No: 1111 Priority: E3 Ord FIN: QB652 Order Type: 5B Price Level: 425

Ord PEP: 660A Cust/Flt Name: GOSHEN PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
67A	350 AMP ALTRNTR	NC	NC			
76C	EX BACKUP ALARM	175	160.00			
86M	DUAL BATTERY	210	191.00			
872	RR CAM & PREP K	415	377.00			
	SP FLT ACCT CR		(1673.00)			
	FUEL CHARGE		23.76			
	DEST AND DELIV	1995	1995.00			
	TOTAL BASE AND OPTIONS	62785	57962.76			
	TOTAL	62785	57962.76			
	THIS IS NOT AN INVOICE					

\$56,493
 each

F1=Help

F2=Return to Order

F7=Prev

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC04755

2024 SUPER DUTY® CHASSIS CAB (F-350CC / F-450CC / F-550 / F-600) STANDARD EQUIPMENT

The following features are standard on every 2024 SUPER DUTY® Chassis Cab vehicle:

MECHANICAL

- Brakes – Four-wheel Disc Brakes with Anti-Lock Brake System (ABS)
- Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel Engine Only)
- Transmission Power Take-Off Provision

EXTERIOR

- Doors
 - Two (Regular Cab only)
 - Four (SuperCab/Crew Cab only)
- Fuel Tank
 - 40 gallon aft axle
 - Diesel Exhaust Fluid (DEF) Tank Location:
 - Aft-of-axle fuel tank is paired with the DEF tank located in the mid ship location, between the frame rails.
 - Mid ship fuel tank is paired with the DEF tank located outside of the frame rail
 - Dual tanks are paired with the DEF tank located outside of the frame rail
- Glass
 - Solar-tinted complete (Std. on XL)
 - Privacy (Std. on XLT and Lariat; NA front-seat windows)
- Manual Locking Hub (4x4)
- Scuff plates – front, color-coordinated
- "Three-Blink" lane change signal
- Tow hooks – front, (two) (2)
- Trailer wiring – 7 wire harness w/relays, blunt cut and labeled
- Windshield wipers – intermittent

INTERIOR/COMFORT

- Convenience
 - Coat hooks, LH/RH color-coordinated
 - Dash top tray
 - Dome lamp – LH/RH door activated & I/P switch operated w/delay
 - Handles, grab – driver & front-passenger
 - Handles, roof ride – front-passenger (also over rear-doors on Crew Cab)
 - Map lights – dual (front and rear w/Crew Cab)
 - 12V Powerpoint, auxiliary
- Door-trim – color-coordinated molded w/grab handle & reflector
- Gauges and Meters – Fuel, Transmission Temperature, Engine Coolant Temperature, Oil Pressure (Gas engine) and Turbo (Diesel engine) Gauges; Speedometer, Odometer and Tachometer
- Headliner – color-coordinated cloth
- Instrument panel – color-coordinated w/ glove box, four (4) air registers w/positive shut-off and powerpoint

INTERIOR/COMFORT (continued)

- Instrumentation Center
 - 4.2" LCD Productivity Screen in IP Cluster (standard on XL and XLT)
 - 12" LCD Productivity Screen in IP Cluster (Standard on Lariat)
- Power Equipment Group – 1st row (front-seat) windows w/ one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay
- Overhead Console with 6 Upfitter Switches
- Steering – power
- Steering damper

SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger frontal and side airbag/curtain
 - Passenger side airbag deactivation switch
- Child tethers (Regular Cab front-passenger and all rear-seating positions)
- Lamps – LED Roof marker/clearance
- Safety Belts
 - Belt-Minder® (front safety belt reminder) – chime and flashing warning lights on I/P if belts not buckled
 - Color-coordinated safety belts w/height adjustment (front-outboard seating positions only)
- SecurILock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control (SEIC)

FORD CO-PILOT360™ TECHNOLOGY

- AutoLamp – Auto On/Off Headlamps
- Cruise Control (steering wheel-mounted)

FUNCTIONAL

- Alternator
 - XL:
 - 7.3L 2 Valve Gas – 250 AMP
 - 6.7L 4 Valve Diesel – 250 AMP
 - XLT:
 - 7.3L 2 Valve Gas – 410 AMP Dual
 - 6.7L 4 Valve Diesel – 350 AMP Dual
 - Lariat:
 - 7.3L 2 Valve Gas – 410 AMP Dual
 - 6.7L 4 Valve Diesel – 350 AMP Dual
- Ford Pro Upfit Integration System
- Hood release
- Horn – dual electric
- Intelligent Oil-Life Monitor® (6.7L Power Stroke® Diesel engine)
- Oil minder system
- Shock absorbers – heavy-duty gas
- Springs, rear auxiliary
- Stabilizer bar – front and rear
- Trailer Brake Controller

The following features are standard on selected 2024MY SUPER DUTY® Chassis Cab vehicles:

MECHANICAL	XL	XLT	LARIAT
Engine			
7.3L 2V DEVCT NA PFI V8 Gas (F-450/F-550/F-600)	•	•	•
Transmission			
Ten-Speed 10R140 with Neutral Idle Automatic Transmission with Selectable Drive Modes: Normal, Tow/Haul, Eco, Deep Sand/Snow & Slippery	•	•	•
Base Alternator			
250 Amp (F-350/F-450/F-550/F-600 Std. on 7.3L Gas Engine)	•		
250 Amp (F-350/F-450/F-550/F-600 w/ 6.7L Diesel Engine)	•		
350 Amp Dual (F-350/F-450/F-550/F-600 w/ 6.7L Diesel)		•	•
410 Amp (F-350/F-450/F-550/F-600 w/ 7.3L Engine)		•	•
Axle			
Monobeam front axle w/coil spring suspension (F-350 4x4, F-450, F-550 and F-600)	•	•	•
Independent Twin-I-beam front axle w/coil spring suspension (F-350 4x2)	•	•	•

★ = New for this model year
• = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

**2024 SUPER DUTY® CHASSIS CAB
(F-350CC / F-450CC / F-550 / F-600)
STANDARD EQUIPMENT**



MECHANICAL (continued)	XL	XLT	LARIAT
Battery			
750 CCA, 78 AH Single	•		
750 CCA, Dual (7.3L Gas F-450 and F-550 XLT & Lariat)		•	•
Fuel Tanks			
40 gallon aft axle	•	•	•
KEY EXTERIOR FEATURES			
Bumper – Front			
Black painted steel w/grained MIC top cover and black lower air dam	•		
Chrome w/grained MIC top cover and black lower air dam		•	•
Grille			
Black MIC	•		
Bright Chrome – two (2) bar		•	
Chrome – two (2) bar (includes additional chrome inserts)			•
Handles – Door and Tailgate			
Black	•	•	
Body-color			•
Headlamps/Taillamps/Lamps			
Quad-beam halogen jewel effect	•	•	
LED Reflector			•
Halogen Taillamps	•	•	•
LED Fog lamps			•
LED Roof Marker/Clearance Lamps	•	•	•
Utility Lighting System (LED Side-mirror Spotlights) (see mirror descriptions below)			•
Mirrors			
Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, Integrated Clearance Lamps/Turn Signals	•	•	
Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights)			•
Wheels (SRW)			
18" Argent Painted Steel w/painted hub covers/center ornaments (F-350)	•		
18" Sparkle Silver Painted Cast Aluminum w/bright hub covers/center ornaments (F-350)		•	
18" Bright Machined Cast Aluminum w/Carbonized Gray Painted Pockets and bright hub covers/center ornaments (F-350)			•
Wheels (DRW)			
17" Argent Painted Steel (hub covers/center ornaments not included (F-350)	•	•	
17" Forged Polished Aluminum w/bright hub covers/center ornaments (F-350)			•
19.5" Argent Painted Steel (F-450/F-550/F-600)	•	•	
19.5" Forged Polished Aluminum w/bright hub covers/center ornaments (F-450/F-550)			•
Windows and Glass			
1 st Row (front-seat) – Power w/one-touch up/down	•	•	•
2 nd Row (rear-seat) – Power	•(2,3)	•(2,3)	•(2,3)
Rear (backlight) – Fixed	•	•	
Rear (backlight) – Power-sliding w/defrost			•
Solar-tinted glass (complete)	•		
Privacy glass, (rear backlight on all cabs; 2 nd Row (rear-seat) windows on SuperCab and Crew Cab. Other glass is solar-tinted.)		•	•
KEY INTERIOR/COMFORT FEATURES			
Air Conditioning			
Manual, Single Zone	•	•	
Dual-Zone Electronic Automatic Temperature Control (DEATC)			•

★ = New for this model year
• = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

**2024 SUPER DUTY® CHASSIS CAB
(F-350CC / F-450CC / F-550 / F-600)
STANDARD EQUIPMENT**

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	LARIAT
Audio			
AM/FM stereo MP3 Player(speakers; four (4) w/ Regular Cab, six (6) w/ SuperCab and Crew Cab)	•		
AM/FM stereo MP3 player (speakers; four (4) with Regular Cab, seven (7) with SuperCab and Crew Cab)		•	
★ SiriusXM® with 360L Radio			
Note: Includes a three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii.			
Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc			•
B&O® Sound System by Bang & Olufsen w/ HD Radio™ (eight (8) speakers including subwoofer)			•
SYNC® 4			
– 8" LCD Capacitive Touchscreen with Swipe Capability			
– Wireless Phone Connection			
– Cloud Connected			
– AppLink® w/ App Catalog	•	•	
– 911 Assist®			
– Apple CarPlay™ and Android Auto™ Compatibility			
– Digital Owner's Manual			
★ SYNC® 4 with Enhanced Voice Recognition			
– 12" LCD Capacitive Touchscreen with Swipe Capability			
– Information On Demand Panel			
– Wireless Phone Connection			
– Cloud Connected			
– AppLink® w/ App Catalog			
– 911 Assist®			
– Apple CarPlay® and Android Auto™ Compatibility			
– Digital Owner's Manual			
– Conversational Voice Command Recognition			•
FordPass™ Connect 5G			
– Wi-Fi Modem			
– Wi-Fi® hotspot connects up to 10 devices ¹			
– Remotely start, lock and unlock vehicle ²			
– Schedule specific times to remotely start vehicle ²			
– Locate parked vehicle ²	•	•	•
– Check vehicle status ²			
Note: Ford Telematics™ and Data Services Prep included for Fleet Only: FordPass™ Connect 5G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-FORD or 833-327-3673.			
Cupholders			
Dual, instrument panel-mounted	•	•	•
Integrated w/armrest on rear-seat			•(3)
Door-Trim			
Armrest, grab handle and reflector	•		
Soft armrest, grab handle, power window/lock switches and reflector; front map pockets on Regular Cab and SuperCab; front and rear map pockets on Crew Cab		•	
Soft armrest, grab handle, power window/lock switches, upper applique, reflector; front map pockets on SuperCab; front and rear map pockets on Crew Cab			•
Floor Covering			
Black vinyl	•		
Color-coordinated carpet and carpeted floor mats (includes rear mats on SuperCab & Crew Cab) (deleted when all-weather floor mats are ordered)		•	•

¹ Includes a trial subscription of 3 months or 3 gigabytes – whichever comes first, Wireless Service Plan required after trial subscription ends
² Includes Service for one year from the vehicle sale date as recorded by the dealer

★ = New for this model year
 • = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

**2024 SUPER DUTY® CHASSIS CAB
(F-350CC / F-450CC / F-550 / F-600)
STANDARD EQUIPMENT**

KEY INTERIOR/COMFORT FEATURES (continued)	XL	XLT	LARIAT
Instrumentation Center			
4.2' Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications five (5) button message control on steering wheel (included with the SYNC® and SYNC® Services)	•	•	
12" Productivity Screen display includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications; five (5) button message control on steering wheel			•
Overhead Console – with dual storage bin and map lights	•	•	•
Power Equipment			
Accessory delay	•	•	•
Door-locks w/backlit switches	•	•	•
Windows w/backlit switches	•	•	•
Powerpoint and 110V/400W Outlet			
One (1) Powerpoint in front center under-seat storage		•	
Two (2) Powerpoints in instrumentation center	•	•	•
Two (2) Powerpoints in rear side of Flow-through Console			•
120V/400W Outlet dash mounted		•	•
120V/150W Outlet in rear side of Flow-through Console			•
120V/150W Inverter outlet in IP		•	•
Rearview Mirror			
11.5" day/night	•	•	
Electrochromic self-dimming			•
Remote Start System			•
Seats (Front)			
HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage	•		
Cloth, 40/20/40 split bench, 20% center under-seat storage, w/center armrest, cupholder and storage		•	
Leather seating surfaces, 40/Console/40			•
Manual lumbar support, driver's side	•	•	
8-way power driver & power front-passenger seats (four-way power-adjustable track, two-way power recline and two-way power lumbar)			•
Two-way adjustable driver/passenger headrests	•	•	•
Easy Entry Driver's Seat w/ Memory			•
Seats (Rear) SuperCab			
Vinyl, 60/40 fold-up bench seat	•		
Cloth, 60/40 fold-up bench seat		•	
Premium vinyl seating surfaces			•
Seats (Rear) Crew Cab			
60/40 bench w/flip-up/fold-down w/2 outboard head restraints and a center head restraint	•		
60/40 bench w/flip-up seats & fold-down backrests, two (2) outboard head restraints and a center head restraint.		•	
60/40 bench w/flip-up seats & fold-down backrests w/under-seat partitioned lockable fold-flat storage, two (2) outboard head restraints and a center head restraint. Dual integrated cupholders in armrest			•
Vinyl	•		
Cloth		•	
Leather			•
Steering Wheel			
Urethane – Black – w/redundant audio and SYNC® controls	•	•	
Leather-Wrapped – w/redundant audio and SYNC® controls (Lariat, color-coordinated)			•
Cruise Control (steering wheel-mounted)	•	•	•
Tilt and Telescoping steering wheel/column (Manual on XL and XLT; Power with memory on Lariat)	•	•	•
Sun Visors			
Color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror	•		
Color-coordinated Cloth, both driver and passenger w/covered mirrors		•	
Color-coordinated Cloth; both driver and passenger w/covered illuminated visor vanity mirror			•
SAFETY/SECURITY			
AdvanceTrac® with RSC® (Roll Stability Control™)	•	•	•
Advanced Security Pack (incl. Inclination / Intrusion Sensors)			•
AutoLamp (Auto On/Off Headlamps), Rainlamp Wiper Activated Headlamps	•	•	•
Autolock, Auto unlock		•	•
Remote Keyless Entry	•	•	•
SecuriLock® Passive Anti-Theft System (PATS)	•	•	•
Trailer Sway Control and Hill Start Assist	•	•	•
Airbags			
Driver & Passenger side	•	•	•
Passenger-side deactivation switch	•	•	•

★ = New for this model year
• = Available

1 = Regular Cab only, 2 = SuperCab only, 3 = Crew Cab only

PACKAGED OPTIONS/EMISSIONS

NOTE 3: Must meet the definition of an Emergency Vehicle, "an Ambulance or Fire Truck" per 40 CFR 86.1803.01 in the Federal Register.

NOTE 4: California Code of Regulations allows for the sale of Federally certified emergency vehicles in California.

PAYLOAD DOWNGRADE PACKAGE (68D)**Availability:**

- Optional F-450 and F-550

Not available with:

- F-350
- Trailer Tow Package – High Capacity (535) on F-550

Includes:

- 15,000 lbs. Gross Vehicle Weight Rating (F-450 Only)
- 17,500 lbs. Gross Vehicle Weight Rating (F-550 Only)

PAYLOAD UPGRADE PACKAGE (68U)**Availability:**

- Optional on XL and XLT F-550 Chassis Cabs 145" wheelbase with 7.3L Gas engine (99N)

Requires:

- 4.88 Limited-slip rear-axle (X8L)

Includes:

- Increased GVWR to 19,000 lbs.
- Upgraded frame
- Upgraded rear-axle

NOTE: See Order Guide Supplemental Reference for further details on GVWR and payload ranges

PAYLOAD PLUS UPGRADE PACKAGE (68M)**Availability:**

- Optional on F-550

Not available with:

- 145" wheelbase on gas engine

Requires:

- Trailer Tow Pkg – High Capacity (535) on 6.7L Diesel (99T)

Includes:

- Increases GVWR from 18,000 lbs. to 19,500 lbs.
- Increases max RGAWR to 14,706
- Low Deflection/High Capacity Rear Springs
- Upgraded frame
- Upgraded rear-axle

Options Available:

- Low Deflection Spacer (86S)

NOTE: See Order Guide Supplemental Reference for further details on GVWR.

16,000 GVWR PACKAGE (68L)**Availability:**

- Optional on all F-450 Chassis Cabs

Includes:

- Provides 16,000 lbs. Gross Vehicle Weight Rating

LOW DEFLECTION SPACER (86S)**Availability:**

- Optional on F-450, F-550 and F-600 Chassis Cabs

Not available with:

- 4x4 w/145" WB
- F-600 w/ 145" WB, 4x2

Usage:

- Recommended for rear-biased loading, such as wrecker/retriever applications

Includes:

- 2" spacer blocks

CNG/Propane GASEOUS ENGINE PREP PACKAGE (98G)**Availability:**

- Optional on all XL and XLT F-450, F-550 and F-600

Requires:

- 7.3L Gas engine (99N)
- Regular Cab

Includes:

- Hardened Engine Intake Valves and Valve Seats

NOTE: This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide:

www.ford.com/altfuelbuyersguide

Ford Motor Company does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies with U.S. Federal, California or Canadian exhaust and evaporative emission requirements, Federal fuel economy standards, U.S. and Canadian safety standards, labeling and any other requirements

REAR VIEW CAMERA AND PREP KIT (872)**Availability:**

- Optional on all Chassis Cabs

Pre-installed Content Includes:

- Cab Wiring
- Frame Wiring to the rear most cross member

Upfitters kit Includes:

- Camera with mounting bracket
- 20' jumper wire
- Camera mounting and aiming instructions

Vehicle Special Order (VSO)

FLEET ONLY. See www.fmcdealer.com for current VSO Order Guide. This live guide includes VSO option codes, descriptions and pricing. Email vsomail@ford.com or call 1.800.34.FLEET, menu 4 with any VSO questions you may have.

High Sulfur Diesel Fuel Usage

Vehicles for intended usage with diesel fuel sulfur content greater than 15ppm require Euro II (>500ppm sulfur) or Euro III (<500ppm sulfur) packages to avoid engine functionality issues.

Packages are available through Export Order Guide with the appropriate US EPA exemption or verifiable export usage.

NOTE: JP8 fuel is supported and compatible with these packages

Leaded Fuel Capable

NOTE: Post build modification kits are not available. Vehicles must be ordered correctly for the market that they are to be sold and operated in.



**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: **PLYMOUTH AVENUE ROAD CLOSURE (JN: 2022-0037)**

DATE: May 2, 2024

Niblock Excavating, has requested permission to close Plymouth Avenue at the intersection of 10th Street, starting Monday May 6 through the end of the day Friday, May 10. The closure will allow Niblock to perform their work to tie the new sanitary pipe into an existing manhole. All appropriate traffic control devices will be utilized.

Niblock Excavating is requesting this road closure as part of the Tenth Street Reconstruction project. The road closure is being coordinated with Goshen Community Schools.

Requested motion: Move to approve the road closure of Plymouth Avenue, at the intersection of 10th Street between the dates of Monday, May 6 and Friday May 10, 2024.

**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



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering Department

RE: **JOHNSTON STREET AND HACKETT ROAD GEOTHECNICAL
RECOMMENDATIONS
(JN: 2024-0002)**

DATE: May 2, 2024

On April 23, 2024, we received a proposal for Geotechnical Recommendations for Johnston Street and Hackett Road. Soil borings, soil reports and recommended road sections will be provided. Following is the result:

Alt & Witzig Engineering, Inc - \$4,220.00

The Engineering Department is requesting the Board of Public Works and Safety award the contract to Alt & Witzig Engineering, Inc. as the lowest responsive and responsible quoter.

Requested Motion: Approve the Agreement with Alt & Witzig Engineering, Inc. for Geotechnical Recommendations in the amount of \$4,220.00.

**AGREEMENT
FOR
GEOTECHNICAL RECOMMENDATIONS FOR
JOHNSTON STREET AND HACKETT ROAD RECONSTRUCTION**

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Alt & Witzig Engineering, Inc.** (“Consultant”), whose mailing address is 1418 86th Place, Merrillville, Indiana 46410, 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. Consultant Duties

Consultant shall provide City the services for the Geotechnical Recommendations for the Johnston Street and Hackett Road Reconstruction which services are more particularly described in Consultant’s April 23, 2024 proposal attached hereto and incorporated herein marked as Exhibit A (hereinafter referred to as “Duties”).

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

Consultant’s Duties under this agreement include:

- (A) Determination of the subsurface soil and groundwater conditions across the project sites to the depths which would be significantly, affected by the proposed construction.
- (B) Determination of the engineering characteristics of the subsurface materials encountered.
- (C) Providing recommendations regarding roadway design.
- (D) Providing recommendations regarding management of possible groundwater.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Consultant anticipates the Duties to be completed in approximately three (3) weeks after the notice to proceed.

Section 3. Compensation

- (A) City agrees to compensate Consultant the sum of Four Thousand Two Hundred Twenty Dollars (\$4220) for performing all Duties.

Section 4. Payment

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

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

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

Section 5. Ownership of Documents

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

Section 6. Licensing/Certification Standards

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

Section 7. Independent Consultant

- (A) Consultant shall operate as a separate entity and independent Consultant of the City of Goshen. Any employees, agents or subcontractors of Consultant shall be under the sole and exclusive direction and control of Consultant 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 Consultant and/or Consultant's employees, agents or subcontractors.
- (B) Consultant understands that City will not carry worker's compensation or any other insurance on Consultant and/or Consultant's employees or subcontractors.

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

- (A) Consultant shall enroll in and verify the work eligibility status of all Consultant's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Consultant is not required to participate in the E-Verify program should the program cease to exist. Consultant is not required to participate in the E-Verify program if Consultant is self-employed and does not employ any employees.
- (B) Consultant shall not knowingly employ or contract with an unauthorized alien, and Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.
- (C) Consultant shall require their subcontractors, who perform work under this contract, to certify to the Consultant 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. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Consultant 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 Consultant certifies that Consultant has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Consultant 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 Consultant or any of Consultant'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 Consultant is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Insurance

- (A) Prior to commencing work, the Consultant 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. Consultant shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Consultant 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 14. Force Majeure

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

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

Section 15. Default

- (A) If Consultant fails to perform the services or comply with the provisions of this agreement, then Consultant may be considered in default.
- (B) It shall be mutually agreed that if Consultant 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 Consultant 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 Consultant shall be liable to the City for any excess costs incurred
- (C) Consultant may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this contract.
 - (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Consultant 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 Consultant or any of Consultant's property.
 - (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Consultant without the consent of the City.

Section 16. Termination

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

Section 17. 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:	Consultant:
City of Goshen, Indiana Attention: Goshen Legal Department 204 East Jefferson St., Suite 2 Goshen, IN 46528	Alt & Witzig Engineering, Inc. Attention: Jason R Bennett, P.E. 1418 86 th Place Merrillville, IN 46410

Section 18. Subcontracting or Assignment

Consultant 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 Consultant to subcontract or assign any portion of the agreement shall not be construed to relieve Consultant from any responsibility to fulfill all contractual obligations.

Section 19. 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 20. 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 21. Applicable Laws

- (A) Consultant agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Consultant 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 22. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the

event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

Section 23. 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 24. 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 25. Entire Agreement

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

Section 26. Authority to Execute

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

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

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

Alt & Witzig Engineering, Inc.

Gina Leichty, Mayor

Signature:

Date Signed: _____

Date Signed: _____

Printed name:



Alt & Witzig Engineering, Inc.

1418 86th Place – Merrillville, IN 46410

Phone: (219) 314-9028 – JBennett@altwitzig.com

April 23, 2024

City of Goshen
204 E. Jefferson Street, Suite 1
Goshen, IN 46528
Attention: Mr. Jason Hoffman

Re: Subsurface Exploration &
Geotechnical Recommendations
Johnson Street & Hackett Road Reconstruction
Goshen, Indiana
Proposal No.: 2404FW006

Dear Mr. Hoffman:

In compliance with your request, the following proposal is being submitted for the Subsurface Investigation for the proposed road reconstruction along Johnson Street and Hackett Road in Goshen, Indiana.

Scope of Work

The purpose of our investigation will be to provide information for use in designing the structure and site development. Our subsurface investigation will include the following:

- Determination of the subsurface soil and groundwater conditions across the project sites to the depths which would be significantly, affected by the proposed construction.
- Determination of the engineering characteristics of the subsurface materials encountered.
- Providing recommendations regarding roadway design
- Providing recommendations regarding management of possible groundwater.

Field Exploration

As per your request, we propose to investigate the subsurface soil and groundwater conditions at the site by drilling exploratory test bores. You have requested that three (3) borings be performed at this site to a depth of ten (10) feet.

The actual number and depth of test borings will be dependent upon the soil conditions encountered as the drilling progresses. If during drilling it is determined that our proposed alternate scope is not sufficient for our recommendations, the borings will be extended at our cost until the original scope of borings is exceeded.

All borings will be performed in accordance with ASTM standards and samples will be extracted by means of split spoon sampler at regular intervals. If soft soils are encountered, additional samples will be obtained for further laboratory analysis by means of Shelby Tube Sampler. The results of these tests may help in determining the use of other sampling or testing methods during the final subsurface exploration at this site.

Field Tests and Measurements

During the sampling procedure, standard penetration tests will be performed at regular intervals to obtain the standard penetration value of the soil. The standard penetration value is defined as the number of blows a 140-pound hammer, falling 30 inches, required to advance the split-spoon sampler one (1) foot into the soil. The results of the standard penetration tests indicate the relative density and comparative consistency of the soils, and thereby provide a basis for estimating the relative strength and compressibility of the soil profile components.

Water level observations will be made during, upon completion, and up to several hours after completion of the boring operations. These readings will be noted on the boring logs. In relatively pervious soils, such as sandy soils, the indicated elevations are considered reliable groundwater levels. In relatively impervious soils, the accurate determination of the groundwater elevation is not possible in even several days of observation.

Geotechnical Laboratory Investigation

The subsurface investigation will include laboratory testing to determine the classification, strength, compressibility, and other characteristics of the foundation materials as necessary.

At a minimum the following laboratory analysis will be performed:

- USCS site classifications in accordance with ASTM D-2487.
- Moisture Content determination in accordance with ASTM D-2216 on cohesive samples.
- Suitable samples of the cohesive soil will be tested for unconfined compression by use of a calibrated spring testing machine.

Additional testing that may be performed as needed may include but is not limited to organic content testing, unit weight determination and moisture density relationship testing. All laboratory testing necessary to formulate our recommendations will be performed. Additional testing may include, but are not limited to, sieve analysis, Atterberg Limits and unconfined compressive testing.

Geotechnical Report

Upon completion of the field and laboratory testing the results of our findings along with recommendations will be presented in a technical report. The report will include geotechnical recommendations, soil parameters to be used for foundation design and other findings from our subsurface exploration. All field, laboratory and report recommendations will be performed by or under the supervision of a Professional Engineer registered with the State of Indiana.

Proposed Fee for Services

It is proposed that our fee for the performance of the above outlined investigation be determined on a lump sum basis. On this basis, it is estimated that the total fee for the above outlined investigation will be \$4,220.00. It should be noted that this price does not include a private utility locate.

We guarantee not to exceed this amount without your prior approval. We look forward to working with you on this project. If you have any questions pertaining to this proposal, feel free to contact us at your convenience.

Sincerely,
ALT & WITZIG ENGINEERING, INC.



Jason R. Bennett, P.E.

Notice to Proceed: We request written authorization before any work can be performed on a project. For your convenience, please feel free to return a photocopy of this entire proposal via email: jbennett@altwitzig.com with an appropriate authorization signature.

A&W Client of Record:

By: _____
Authorization Signature

Name (Printed)

Company

Date

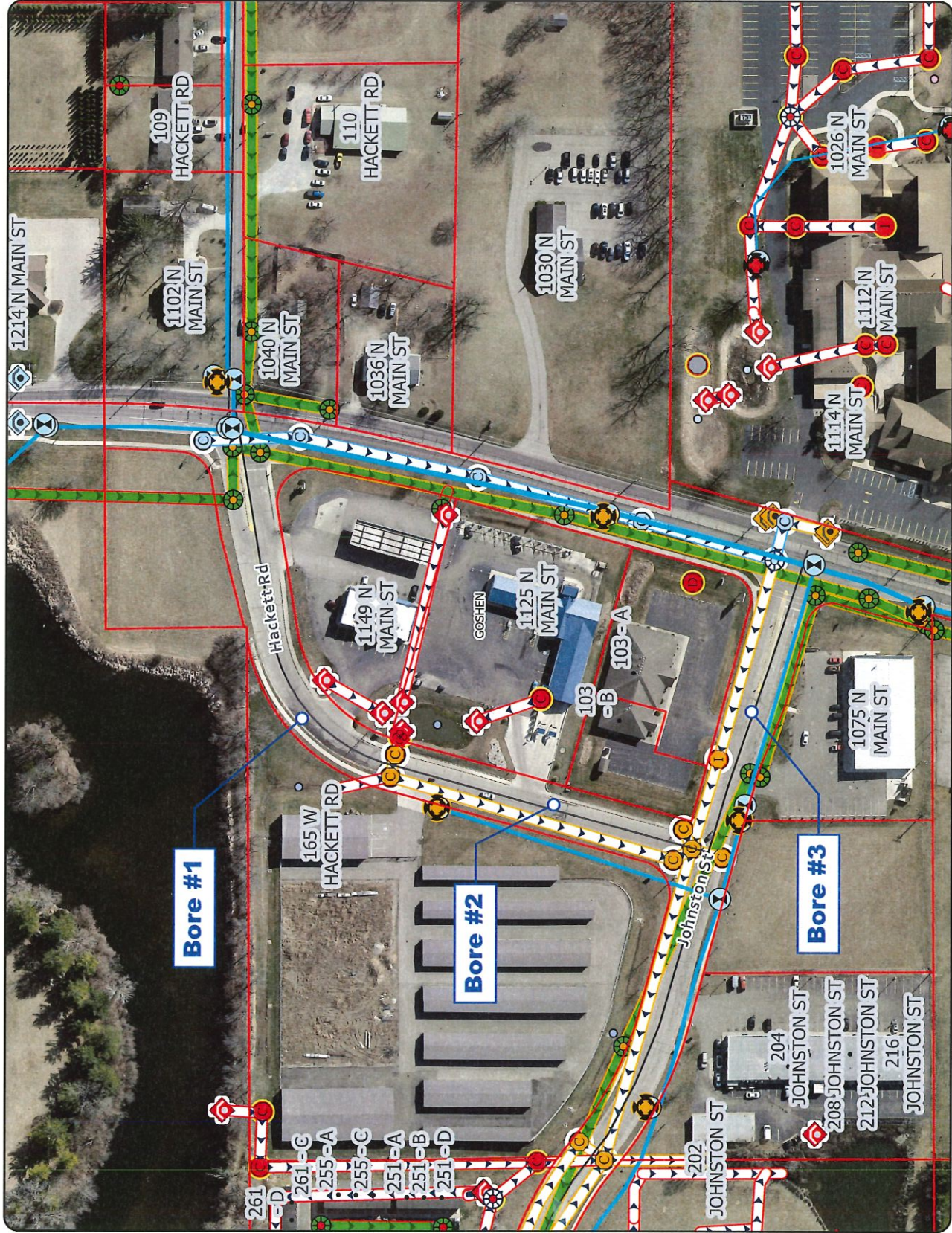
City of Goshen Engineering Department

Hackett Road and Johnson Street Geotechnical Survey



Legend

- wSystemValve
- wMain**
- Diameter (in)
 - 3 - 6 in.
 - 6 - 8 in.
 - 8 - 12 in.
- stsGravityMain**
- Storm, State
- Storm, Private
- Storm, Our Agency
- ssGravityMain**
- Sewage, Private
- Sewage, Our Agency
- Storm Pipe**
- Owner**
- Private
- Public
- State



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 assumptions 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.





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

April 29, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 407 Center Street, Goshen, Indiana

This matter is before the Board of Public Works and Safety as the City's Hearing Authority under the Indiana Unsafe Building Law. An Order of the City of Goshen Building Commissioner requiring demolition was issued for this property on November 8, 2023. At that time, the property was owned by Ron Davidhizar. The property was included in an auction on December 16, 2023, where M & H Rentals, LLC was the successful bidder for the property. At a BOW hearing on December 18, 2023, the Board continued the matter due to the auction and the stated plans of M & H Rentals, LLC, by its representative Michael Schmucker, to rehabilitate the property once closing had occurred.

Closing of the sale of the property occurred on January 24, 2024. At a BOW hearing on January 25, 2024, Mr. Schmucker informed the Board of the recent closing and noted that he had provided a scope of work to the Building Department. The Building Department advised the Board that it had accepted Mr. Schmucker's plans for rehabilitation but requested the matter be set for review in three (3) months to ensure progress was being made. The Board then continued the hearing to May 2, 2024 for further hearing.

The initial November 8, 2023 Order of the City of Goshen Building Commissioner is attached. The Board should conduct the unsafe building hearing for the property by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. After receiving evidence, the Board may further continue the review hearing, or take action to affirm, rescind, or modify the Order of the Building Commissioner. Any action on the Building Commissioner's Order should include factual findings as to the condition of the property and any code violations, as well as the required action to take.

A form of the Record of Action and Continuous Enforcement Order that the Board would issue following the hearing is also attached, and may be used as a guide in conducting the hearing. The form enclosed also provides options should the Board desire to modify the Building Commissioner's Order as may be appropriate.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 8, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

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 20-11-09-237-007.000-015; commonly known as 407 Center Street, Goshen, Indiana 46528, and more particularly described as follows:

Lot Number Seventy (70) in Chamberlain's Second Addition to the City of Goshen, Indiana, as recorded in Deed Record 21, page 291, Elkhart County Records.

Subject to all easements and restrictions of record.

Section 2.

The Goshen Building Department inspected the subject real estate and the vacant residential structure located thereon on October 24, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and an opportunity was given to make repairs. There has been 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:

1. The foundation of the residential structure has not been kept in good repair, is not capable of supporting all nominal loads, and is likely to fail, violations of Sections 6.3.1.1(b) and (p). Areas of the foundation have cracks, where large gaps and holes have formed; the foundation is beginning to sink; certain areas of the foundation are beginning to fail and are in disrepair.
2. The ceilings inside the residential structure have not been kept in good repair and are likely to fail, a violation of Sections 6.3.1.1(b) and (p). Multiple ceilings have collapsed due to significant water damage. Many ceilings have cracks and holes.
3. The floors inside the residential structure have not been kept in good repair and are likely to fail, a violation of Sections 6.3.1.1(b) and (p). The kitchen floor has become so damaged due to water that it is in danger of collapse. The floor in the main living areas has detached from the wall and begun to sink.

4. The walls inside the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls have cracks and holes in them. A wall in the main living room is poorly constructed with brick and in danger of collapse.
5. The roof of the residential structure has not been kept in good repair and has defects permitting rain, violations of Sections 6.3.1.1(b) and (c). There is evidence of the roof leaking due to persistent water damage to floors, walls, and ceilings. The roof in the rear of the structure was poorly installed and has multiple areas where it permits weather to enter, impacting the structural integrity of the structure. There are areas where the soffit and fascia are missing, and places where the shingles are damaged or loose.
6. The heating and mechanical system at the residential structure is not operable, a violation of Section 6.3.1.1(a). The ductwork is not properly connected.
7. The plumbing system at the residential structure is not operable, a violation of Section 6.3.1.1(a).
8. The electrical system at the residential structure is not operable, a violation of Section 6.3.1.1(a). The electrical panel has been tampered with; there are multiple areas with exposed electrical wiring; areas of the residential structure's electrical wiring has been damaged by water and continues to be exposed to weather conditions.
9. The windows and doors have not been kept in good repair, a violation of Section 6.3.1.1(d). There are many broken windows and broken doors throughout the residential structure.
10. The painted surfaces inside the residential structure are not properly coated and weather tight, a violation of Section 6.3.1.1(g). There is chipping and peeling paint throughout the residential structure.
11. The residential structure is not secure from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). There are accumulated materials inside the residential structure and other evidence of animals and vagrants. The carpet is saturated with urine and feces.

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The failing foundation, collapsing ceilings, and floors in danger of collapse and detaching from walls, and the leaking roof renders the residential structure in an impaired structural condition that makes it unsafe to person or property. The evidence of the electrical panel having been tampered with, with multiple areas of exposed wiring, and water damaged electrical wiring, coupled with the unsecured nature of the residential structure, makes it a fire hazard. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the failing foundation, failing and collapsing ceilings, collapsing and detaching floors, the leaking roof, broken windows and doors, and its unsecured nature. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the failing foundation, collapsing ceilings, leaking roof, persistent water damage, floors detaching from the walls, including one floor sinking and showing a danger of collapsing, and the residential structure's continued deterioration as a result of neglect, the condition of the residential structure warrants removal. In its present condition, the residential structure is unfit

for human habitation, occupancy, or use, and the 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 December 31, 2023.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make the required 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, December 18, 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:

Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 407 Center 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 9, 2023:

Ron 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

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**

May 2, 2024

To: M & H Rentals, LLC
c/o Michael Schmucker
64570 County Road 19
Goshen, Indiana 46526

IN RE: Violation of Goshen City Code
Property located at: 407 Center Street, Goshen, Indiana
Property Tax Code: 20-11-09-237-007.000-015
Property Legal Description: see Attached Exhibit A
Property owner(s) of record: M & H Rentals, LLC
Substantial property of interest of record: None

Section 1. Background

The Order of the City of Goshen Building Commissioner dated November 8, 2023 (hereinafter “Order”) concerning the real estate located at 407 Center Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the “Real Estate”) came before the Hearing Authority on May 2, 2024, 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 December 31, 2023.

The Real Estate and Order were previously before the Hearing Authority on December 18, 2023, and January 25, 2024; those hearings were continued to May 2, 2024 due a change in ownership of the Real Estate.

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

1. The foundation of the residential structure has not been kept in good repair, is not capable of supporting all nominal loads, and is likely to fail, violations of Sections 6.3.1.1(b) and (p). Areas of the foundation have cracks, where large gaps and holes have formed; the foundation is beginning to sink; certain areas of the foundation are beginning to fail and are in disrepair.
2. The ceilings inside the residential structure have not been kept in good repair and are likely to fail, a violation of Sections 6.3.1.1(b) and (p). Multiple ceilings have collapsed due to significant water damage. Many ceilings have cracks and holes.
3. The floors inside the residential structure have not been kept in good repair and are likely to fail, a violation of Sections 6.3.1.1(b) and (p). The kitchen floor has become so damaged due to water that it is in danger of collapse. The floor in the main living areas has detached from the wall and begun to sink.
4. The walls inside the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls have cracks and holes in them. A wall in the main living room is poorly constructed with brick and in danger of collapse.
5. The roof of the residential structure has not been kept in good repair and has defects permitting rain, violations of Sections 6.3.1.1(b) and (c). There is evidence of the roof leaking due to persistent water damage to floors, walls, and ceilings. The roof in the rear of the structure was poorly installed and has multiple areas where it permits weather to enter, impacting the structural integrity of the structure. There are areas where the soffit and fascia are missing, and places where the shingles are damaged or loose.
6. The heating and mechanical system at the residential structure is not operable, a violation of Section 6.3.1.1(a). The ductwork is not properly connected.
7. The plumbing system at the residential structure is not operable, a violation of Section 6.3.1.1(a).
8. The electrical system at the residential structure is not operable, a violation of Section 6.3.1.1(a). The electrical panel has been tampered with; there are multiple areas with exposed electrical wiring; areas of the residential structure's electrical wiring has been damaged by water and continues to be exposed to weather conditions.
9. The windows and doors have not been kept in good repair, a violation of Section 6.3.1.1(d). There are many broken windows and broken doors throughout the residential structure.
10. The painted surfaces inside the residential structure are not properly coated and weather tight, a violation of Section 6.3.1.1(g). There is chipping and peeling paint throughout the residential structure.
11. The residential structure is not secure from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). There are accumulated materials inside the residential structure and other evidence of animals and vagrants. The carpet is saturated with urine and feces.

Section 2. Findings

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:

A. Service of Process

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

B. Code Violations

- The Hearing Authority finds the evidence presented supports the facts contained in the Order of the City of Goshen Building Commissioner, dated November 8, 2023, as to the condition of the structure at the Real Estate and the corresponding violations of Goshen City Code, and therefore adopts the same as its findings herein.

- The Hearing Authority finds the evidence presented partially supports the facts contained in the Order of the City of Goshen Building Commissioner, dated November 8, 2023, as to the condition of the structure at the Real Estate and the corresponding violations of Goshen City Code, and therefore adopts the same as its findings herein, with the following modifications and/or revisions.

- The Hearing Authority finds the evidence presented does not support the facts contained in the Order of the City of Goshen Building Commissioner, dated November 8, 2023, and therefore makes the following factual findings concerning the condition of the structure at the Real Estate:

C. Unsafe Building

These conditions render the residential structure and the garage at the Real Estate unsafe buildings as the structures are:

1. In an impaired structural condition that makes it unsafe to person or property;
2. A fire hazard;
3. A hazard to public health;
4. A public nuisance;
5. Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
6. 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.

D. Remedial Action.

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

1. Warrant demolition of the unsafe buildings. In its present condition, the unsafe buildings 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.
2. 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 buildings, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
3. 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 buildings, therefore the option of repair may effectively correct the conditions considered to be a danger to the public.

Section 3. Hearing Authority Order.

A. Action on Building Commissioner Order

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

- Affirmed.
- Rescinded
- Modified as follows:
 - The Hearing Authority, finding that the Unsafe Buildings 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, M & H Rentals,

LLC, _____ 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 Buildings 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 Hearing Authority further ORDERS that there will be e hearing to determine compliance with this Continuous Enforcement Order held before the Goshen Board of Public Works and Safety on Thursday,
_____.

B. Civil Penalty

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 Davidhizar, in the amount of: _____.

- The payment of said civil penalty is due in full on or before _____;
- The effective date of said civil penalty is postponed until _____, to allow all work necessary to comply with the Order to be completed;
- No findings or order for civil penalty.

You are entitled to appeal these findings of facts and this Order to the Elkhart Circuit or 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

EXHIBIT A

Lot Number Seventy (70) in Chamberlain's Second Addition to the City of Goshen, Indiana, as recorded in Deed Record 21, page 291, Elkhart County Records.

Subject to all easements and restrictions of record.

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 May 2, 2024, for the premises at 407 Center 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 May _____, 2024:

M & H Rentals, LLC
c/o Michael Schmucker
64570 County Road 19
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

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).



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

April 29, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 112 W. Jackson Street

This matter is before the Board of Public Works and Safety as the City's Hearing Authority under the Indiana Unsafe Building Law. An Order of the City of Goshen Building Commissioner requiring various repairs to be completed within sixty (60) days was issued on January 30, 2024; a copy of that Order is attached.

On March 20, 2024, a Notice of Scheduled Compliance hearing was sent to the property owner, Ronald Davidhizar, setting a hearing for May 2, 2024 to determine his compliance with the Building Commissioner's Order.

If the Board finds that there has been a willful failure to comply with the Building Commissioner's Order, it may issue a civil penalty up to \$5,000. A motion could utilize the following language:

"I move the Board finds that due to the lack of work and progress towards the ordered repairs and the continued deterioration of the property, there has been a willful failure to comply with the Building Commissioner's Order, and therefore the Board should impose a civil penalty of \$5,000 against the property owner, with payment to be made in 30 days."

A form Record of Action and Continuous Enforcement Order that the Board would issue following the hearing is also attached and may serve as a guide in conducting the hearing.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

January 30, 2024

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

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 20-11-16-285-003.000-015; commonly known as 112 W. Jackson Street, Goshen, Indiana, and more particularly described as follows:

Lot Numbered Twelve (12) as shown on the recorded Plat of Wilson and Bartholomew's Addition to the Town, now City of Goshen, excepting therefrom a lot or parcel of land 90 feet in length, in a rectangular form, taken off of and from the entire width of the South end thereof.

Also the use of the 10 foot strip of land off from the North end of the said 90 feet in rectangular form off the South end of said Lot, for a private driveway. Excepting the following: Beginning at a point on the Westerly line of said Lot Numbered 12, 90 feet Northerly from the South West corner of Lot Numbered 12, in said Wilson and Bartholomew's Addition to the City of Goshen, thence running Northerly along the West line of said Lot to the North West corner; thence East along the North line of said Lot 10 feet; thence to the place of beginning, being a triangular strip of ground with a frontage of 10 feet on the North end of said lot.

Section 2.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 exist at the vacant residential structure located at the real estate identified in Section 1:

1. The foundation has not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple areas of the foundation have cracks. There are missing blocks in the foundation.
2. The electrical system is not operable, a violation of Section 6.3.1.1(a). There is loose and exposed electrical wiring throughout the structure. The electrical panel needs to be replaced.
3. The heating and mechanical system is not operable, a violation of Section 6.3.1.1(a). There is no working furnace, duct work is not installed properly and is rusted out.
4. The plumbing system is not operable, a violation of Section 6.3.1.1(a). Most if not all of the plumbing lines are rusted out and need to be replaced.
5. The painted surfaces are not properly coated and weather tight, a violation of Section 6.3.1.1(g). The entire structure has chipping and peeling paint.
6. The windows have not been kept in good repair, a violation of Section 6.3.1.1(d). There are multiple broken windows throughout the structure.
7. The walls have not been kept in good repair, a violation of Section 6.3.1.1(b). There are cracks and holes in walls throughout the structure.
8. The vacant residential structure is not secured, a violation of Section 6.3.1.1(ff). The structure is accessible to squatters and vagrants, as well as animals.
9. The front porch has not been kept in sound condition and good repair and is in danger of collapsing, violations of Sections 6.3.1.1(e) and (r). The front porch is not adequately supported, the outer supports are beginning to fail and can't support the proper load required. The front porch is beginning to lean due to improper support.
10. The rear porch has not been kept in sound condition and good repair and is in danger of collapsing, violations of Sections 6.3.1.1(e) and (r). The rear porch is not properly supported, is leaning, and cannot carry a proper load. The rear porch construction is failing and walls are detaching from each other. The rear steps are not attached and sinking into the ground. The structural wood support beam in the basement is rotted

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The deterioration to the foundation, with cracks and missing blocks, along with both the front and rear porches collapsing and failing, renders the structure in an impaired structural condition that makes it unsafe to person or property. The loose, hanging, exposed electrical wires throughout the structure, coupled with its unsecured nature, renders it a fire hazard. The structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the failing front and rear porches, the deteriorating foundation with missing blocks, and its unsecured nature. The structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Section 3.

You are hereby **ORDERED** to complete all necessary actions and repairs to the vacant residential structure to address the listed violations and otherwise bring the property into compliance with Goshen City Code Title 6, Article 3, Chapter 1. Said actions and repairs, among other considerations, must include the following:

1. Repair to the foundation, including repair of foundation cracks and replacement of missing blocks in foundation.
2. Replacement of the electrical panel within the structure, and general repair and/or replacement of the structure's electrical system so that it is in sound working condition.
3. Repair and/or replacement of the structure's mechanical system so that it is in sound working condition. Duct work needs to be properly installed, any rusted out sections need to be replaced, and the furnace shall be in working condition.
4. Repair and/or replacement of the structure's plumbing system so that it is in sound working condition. Any plumbing lines that have been rusted out need to be replaced.
5. Scrape and repaint as necessary so there is no chipping or peeling paint, and so that all painted surfaces are properly coated and weather tight.
6. Repair and/or replacement of all broken windows in the structure.
7. Repair and/or replacement of interior walls, including the removal or repair of all cracks and holes.
8. Secure the residential structure so it is not accessible to squatters, vagrants, or animals.
9. Repair and/or replacement of the front porch so that it is in sound condition and good repair. The front porch needs to be adequately supported and any failing supports must be replaced.
10. Repair and/or replacement of the rear porch so that is in sound condition and good repair. The rear porch needs to be adequately supported so that the walls are no longer detaching from each other. The rear steps to the rear porch must be attached and no longer sinking into the ground. The structural wood support beam in the basement that is rotted needs to be replaced.

You are hereby **FURTHER ORDERED** to complete all said work within sixty (60) days.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required 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 this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.

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 January 30, 2024.


City of Goshen Building Department



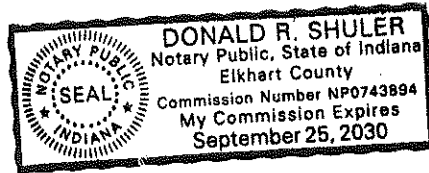
Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this January 30, 2024, 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 112 W. Jackson 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 January 31, 2024:

Ronald 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

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**

May 2, 2024

To: Ronald E. Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code

Property located at: 112 W. Jackson Street, Goshen, Indiana

Property Tax Code: 20-11-16-285-003.000-015

Property Legal Description: see Attached Exhibit A

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

Substantial property of interest of record: None

Section 1. Background

This matter comes before the Hearing Authority to determine Ronald E. Davidhizar's compliance, as the Property Owner, with the Order of the City of Goshen Building Commissioner dated January 30, 2024 (hereinafter "Order") concerning the real estate located at 112 W. Jackson Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate"), said Order requiring:

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

1. Repair to the foundation, including repair of foundation cracks and replacement of missing blocks in foundation.

2. Replacement of the electrical panel within the structure, and general repair and/or replacement of the structure's electrical system so that it is in sound working condition.
3. Repair and/or replacement of the structure's mechanical system so that it is in sound working condition. Duct work needs to be properly installed, any rusted out sections need to be replaced, and the furnace shall be in working condition.
4. Repair and/or replacement of the structure's plumbing system so that it is in sound working condition. Any plumbing lines that have been rusted out need to be replaced.
5. Scrape and repaint as necessary so there is no chipping or peeling paint, and so that all painted surfaces are properly coated and weather tight.
6. Repair and/or replacement of all broken windows in the structure.
7. Repair and/or replacement of interior walls, including the removal or repair of all cracks and holes.
8. Secure the residential structure so it is not accessible to squatters, vagrants, or animals.
9. Repair and/or replacement of the front porch so that is in sound condition and good repair. The front porch needs to be adequately supported and any failing supports must be replaced.
10. Repair and/or replacement of the rear porch so that is in sound condition and good repair. The rear porch needs to be adequately supported so that the walls are no longer detaching from each other. The rear steps to the rear porch must be attached and no longer sinking into the ground. The structural wood support beam in the basement that is rotted needs to be replaced.

All work and repairs to be completed within sixty (60) days.

Section 2. Findings

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:

A. Service of Process

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

B. Violations

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

Building Condition/Violation	Yes	No
1. The foundation has not been kept in good repair; multiple areas of the foundation have cracks; there are missing blocks in the foundation; this condition violations Section 6.3.1.1(b).	<input type="checkbox"/>	<input type="checkbox"/>
2. The electrical system is not operable; there is loose and exposed electrical wiring throughout the structure and the electrical panel needs to be replaced; this condition violates Section 6.3.1.1(a).	<input type="checkbox"/>	<input type="checkbox"/>
3. The heating and mechanical system is not operable; there is no working furnace, duct work is not properly installed and is rusted out; this condition violates Section 6.3.1.1(a).	<input type="checkbox"/>	<input type="checkbox"/>
4. The plumbing system is not operable; most is not all of the plumbing lines are rusted out and need to be replaced; this condition violations Section 6.3.1.1(a).	<input type="checkbox"/>	<input type="checkbox"/>
5. The painted surfaces are not properly coated and weather tight; the entire property has chipping and peeling paint; this condition violates Section 6.3.1.1(g).	<input type="checkbox"/>	<input type="checkbox"/>
6. The windows have not been kept in good repair; there are multiple broken windows throughout the structure; this condition violations Section 6.3.1.1(d).	<input type="checkbox"/>	<input type="checkbox"/>
7. The walls have not been kept in good repair; there are cracks and holes in walls throughout the structure; this condition violations Section 6.3.1.1(b).	<input type="checkbox"/>	<input type="checkbox"/>
8. The vacant residential structure is not secured, making it accessible to squatters and vagrants, as well as animals; this violates Section 6.3.1.1(ff).	<input type="checkbox"/>	<input type="checkbox"/>
9. The front porch has not been kept in sound condition and good repair and is in danger of collapsing; it is not adequately supported; outer supports are beginning to fail and can't support the proper load required; the front porch is beginning to lean due to improper support; this condition violations Sections 6.3.1.1(e) and (r).	<input type="checkbox"/>	<input type="checkbox"/>
10. The rear porch has not been kept in sound condition and good repair and is in danger of collapsing; it is not properly supported, it is leaning, and cannot carry a proper load; the rear porch construction is failing and walls are detaching from each other; rear steps are not attached and sinking into the ground; the structure wood support beam in the basement is rotted; this condition violations Sections 6.3.1.1(e) and (r).	<input type="checkbox"/>	<input type="checkbox"/>

Section 3. Hearing Authority Order.

A. Civil Penalty

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

- The Hearing Authority finds that there has been a good faith and reasonable effort to comply with the Order, and therefore issues no civil penalty and sets this matter for further review and compliance with the required repairs in the Order for **Thursday, _____**.

- The Hearing Authority finds that there has been a willful failure to comply with the Order, based on the following facts:
 - The Property Owner's failure to make any progress on the repairs ordered by the Building Commissioner

 - _____

 - _____

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

- The payment of said civil penalty is due in full on or before _____;
 - The effective date of said civil penalty is postponed until _____, to allow all work necessary to comply with the Order to be completed;
 - No findings or order for civil penalty
 -
- In the exercise of its continuing jurisdiction, the hearing authority now sets a further compliance review and civil penalty hearing for **Thursday, _____**.

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 May 2, 2024.

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 May 2, 2024.

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

Notary Public

EXHIBIT A

Lot Numbered Twelve (12) as shown on the recorded Plat of Wilson and Bartholomew's Addition to the Town, now City of Goshen, excepting therefrom a lot or parcel of land 90 feet in length, in a rectangular form, taken off of and from the entire width of the South end thereof.

Also the use of the 10 foot strip of land off from the North end of the said 90 feet in rectangular form off the South end of said Lot, for a private driveway. Excepting the following: Beginning at a point on the Westerly line of said Lot Numbered 12, 90 feet Northerly from the South West corner of Lot Numbered 12, in said Wilson and Bartholomew's Addition to the City of Goshen, thence running Northerly along the West line of said Lot to the North West corner; thence East along the North line of said Lot 10 feet; thence to the place of beginning, being a triangular strip of ground with a frontage of 10 feet on the North end of said lot.

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 May 2, 2024, for the premises at 112 W. Jackson 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 May 2, 2024

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

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).