



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. August 2, 2021

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: July 26, 2021

Approval of Agenda

- 1) FD Hiring:
 - a) Daniel J. Kurtz, Probationary Firefighter
 - b) Tim C. Perry, Probationary Firefighter
 - c) Michael L. Fairfield, Probationary Firefighter

- 2) PD Hiring:
 - a) Paige E. Hersberger, Probationary Police Officer
 - b) Kaleb E. Rucker, Probationary Police Officer

- 3) PD Resignation: Officer Jonathon Gage Fannin

- 4) Request for Street Closure, Goshen High School Marching Band Invitational

- 5) Request for Street Closure, WLEG-LP Radio

- 6) Request for Street Closure, Historic Southside Neighborhood and Reduced Rates for Street Department Trailer

- 7) Agreement with Elkhart Township for Use of Quint Fire Truck

8) Agreement with US Army for Joint Training at City's Fire Training Facility

9) Agreement with Cripe Design LLC for Building Renovation/Expansion Study

10) Change Order No. 2 for Douglas, Reynolds, and 16th Streets Project (JN: 2020-0017)

Privilege of the Floor

Building Commissioner Order for 803 Arehart St.

Approval of Civil City and Utility Claims

Adjournment



MINUTES of July 26, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Member Mary Nichols, Member Mike Landis, Member Barb Swartley, Member DeWayne Riouse

Absent: Chair Jeremy Stutsman

Nichols/Riouse moved to approve the minutes of July 6 and July 19, 2021 as presented. Passed 4-0

Nichols/Riouse moved to approve the agenda as presented. Passed 4-0

Bridge Closure: Indiana Avenue for Seal Coat

Director of Public Works Dustin Sailor presented the packet memo.

Sailor confirmed the Elkhart County Fair would be over by the time the closure if to begin.

Nichols/Riouse moved to approve the closure of Indiana Avenue Bridge the week of August 2, 2021 for seal coating, weather permitting. Passed 4-0

Bad Debt and Contractual Write Offs

Assistant Chief of EMS Bruce Nethercutt presented the packet memo.

Landis asked if this was only for the year 2021 as some of the dates as far as 2013.

Nethercutt asked the Board to refer to Fire Chief Dan Sink as Sink was not able to attend the meeting and would know more. Explained how insurance companies pay a certain percentage of the invoice. Added that a return rate of 75% is considered high.

Nichols/Riouse moved to approve the Goshen Fire Departments request to write off bad debts and contractual write offs for January 1, 2021 to June 30, 2021 in the amount of \$388,275.81. Passed 4-0



Resolution 2021-18: Authorization of Purchase of Ambulance Chassis

City Attorney Bodie Stegelmann presented the packet memo.

Fleet Maintenance Manager Carl Gaines stated the Goshen Fire Department is short on ambulances due to mechanical issues and a battery fire that damaged a chassis. Added that the wait time for an ordered chassis is a year and more parts cannot be ordered until the chassis comes in.

Nichols/Riouse moved to adopt Resolution 2021-18 and approve an Agreement with Selking International to purchase a certain 2019 International CV515 SFA Ambulance Chassis at a cost of \$77,100.00. Passed 4-0

Privilege of the Floor

No one spoke.

Building Commissioner Order: 521 South Main Street

Rental Housing Inspector Ryan Conrad presented the updated inspection report. (*Attached as Exhibit A*)

Conrad reviewed each time the property was inspected and how no repairs have been done. Conrad explained each violation listed on page one of the order. Cited the chimney is not structurally sound. Conrad stated it was the Building Department's recommendation that the Order be referred to Legal for enforcement.

Conrad added that a property manager working for Property Owner Ron Davidhizar was on site this morning making repairs. Conrad stated the repairs were not performed in the best workmanship. Davidhizar was not present for the meeting and the property manager was notified of the hearing.

Landis asked that with Davidhizar's declining health, if the City could combine all the homes Davidhizar owns that are not in compliance into one Order and what would happen to the remaining homes.

Stegelmann then listed the options the Board could make and what actions the Legal Department could act upon. Added that a receiver could be appointed and repairs would be billed to the property owner.

Swartley commented on the fact that inspecting house by house costs the City a large amount of time and money. Added this process has been going on for many years. Swartley mentioned that she remembers the house being a doctor's office she used to visit.

Riouse added that he is sympathetic towards Davidhizar's current health, however the home has been in a decaying state for years.

Landis/Nichols moved to find the five items listed on page one of the Order to not be up to City Code and unsafe for habitation for the property at 521 South Main Street and to refer to the Legal Department for future action. Passed 4-0



Landis/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 4-0

Adjournment at 2:20 p.m.

Exhibit A: Building Department Updated Inspection Report. 12 pages

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard Aguirre, Clerk-Treasurer



**Building Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: BOARD OF PUBLIC WORKS

FROM RYAN CONRAD, BUILDING DEPARTMENT

DATE: JULY 26, 2021

SUBJECT: 521 S. MAIN ST.

On March 3, 2021, I conducted an inspection of the property at 521 S. Main St. and determined that several property maintenance violations existed. I notified the property owner, Ron Davidhizar, in writing, that he had 30 days to correct the violations. On April 1, 2021, I again inspected the property and determined that no action had been taken to correct the violations. The property owner was again notified, in writing, to correct all violations. I conducted a third inspection of the property on May 26, 2021, and determined that none of the violations had been addressed.

The following violations currently exist on the property:

- 1.) Significant exterior wood deterioration
- 2.) Broken windows
- 3.) Ceilings in disrepair
- 4.) Damage to exterior wall and foundation
- 5.) Damage to chimney

I am recommending that this matter be referred to the Legal Department for enforcement.

Respectfully,

A handwritten signature in black ink, appearing to read "Ryan Conrad", followed by a horizontal line.

Ryan Conrad
Rental Housing Inspector
Building Department

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

CERTIFIED MAIL, RETURN RECEIPT REQUESTED (if have hearing date, must send certified)

To: Ron Davidhizar
203 Middlebury Street
Goshen, IN 46528

RE: Premises at 521 S Main Street, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at Address, Goshen, Indiana, that the buildings at this location is are in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on March 4, 2021. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was reinspected on April 1, 2021 which showed no significant improvement to the real estate.

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

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

1. The exterior wood is deteriorating and needs to be replaced, painted and weather tight. (violation of Section 6.3.1.1 (g)).
2. The windows are cracked or broken. Exterior doors are damaged and not secure (violation of Section 6.3.1.1 (d)).
3. The ceilings in house are cracked and ceiling tiles are missing or broken (violation of Section 6.3.1(b)).
4. There are holes on the exterior walls of the property, missing vent covers and missing bricks on the exterior that allow rodents into the property (violation of Section 6.3.1. (b)).
5. The chimney is not structurally sound or properly anchored to the property. Bricks are missing from the chimney (violation of Section 6.3.1. (z)).

These violations make the premises at 521 South Main Street, Goshen unsafe.

You are ordered to repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy or use so that the buildings and structures are in compliance with Title 6, Article 3, Chapter 1 of the Goshen City Code by **July 30, 2021**. In particular, you are ordered to make the following corrections:

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 521 S. Main Street, Goshen

Page 2

June 21, 2021

1. Replace rotten wood on the exterior. Paint and seal all newly replaced exterior pieces.
2. Repair or replace cracked or broken windows and doors.
3. Repair ceiling cracks and replace missing ceiling tiles throughout the property.
4. Repair exterior cracked or broken bricks, replace missing bricks, and secure foundation to keep rodents from entering the property.
5. Repair chimney so that it is structurally sound, replace missing bricks, seal around chimney, and properly anchor chimney to the structure.

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

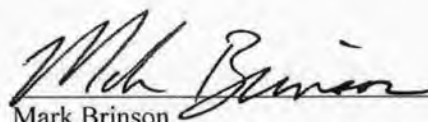
You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, July 26, 2021 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

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

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe buildings affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe buildings, you must also supply Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe buildings and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Commissioner is issued on June 21, 2021.

City of Goshen Building Department



Mark Brinson
Community Development Director

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 521 S. Main Street, Goshen

Page 3

June 21, 2021

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 521 S. Main 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 June 21, 2021.

To: Ron Davidhizar
203 Middlebury Street
Goshen, IN 46528



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



Deteriorating fascia/ chimney



Rear entryway



7/26/2021 8:15:37 AM
Deteriorating exterior wall on south side of property



8/4/2021 9:02:18 AM
Deteriorating fascia board at rear of property



7/26/2021 8:16:01 AM
Deteriorating fascia board at rear of property



7/26/2021 8:16:14 AM
Hole in exterior wall



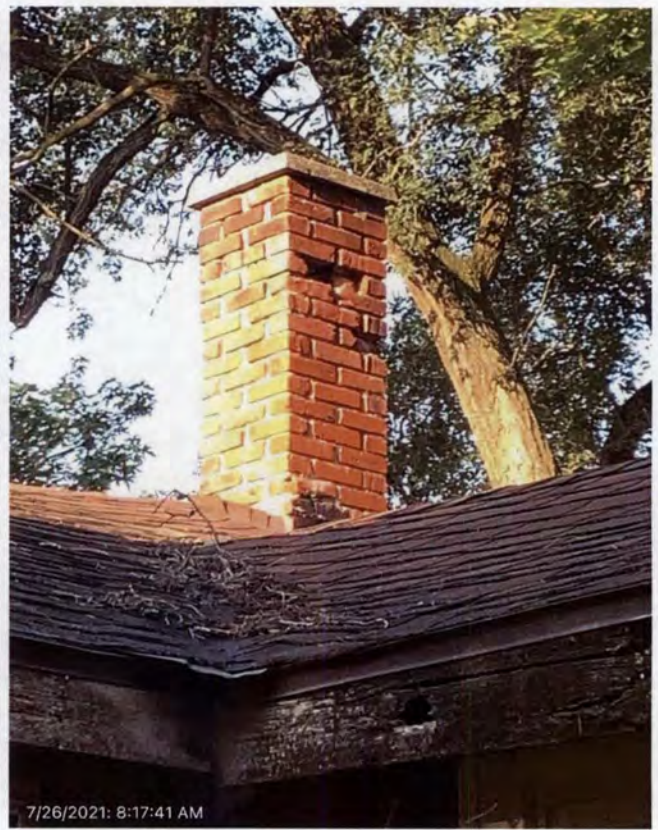
Missing fascia board at rear of property



Deteriorating fascia board at rear of property



Door in disrepair at rear of property



Damage to chimney



Broken window on north side of property



Broken window on north side of property



Deteriorating trim at front of property



Deteriorating fascia board at rear of property



Loose fascia at side of property



Attempted repairs to fascia board at front of property



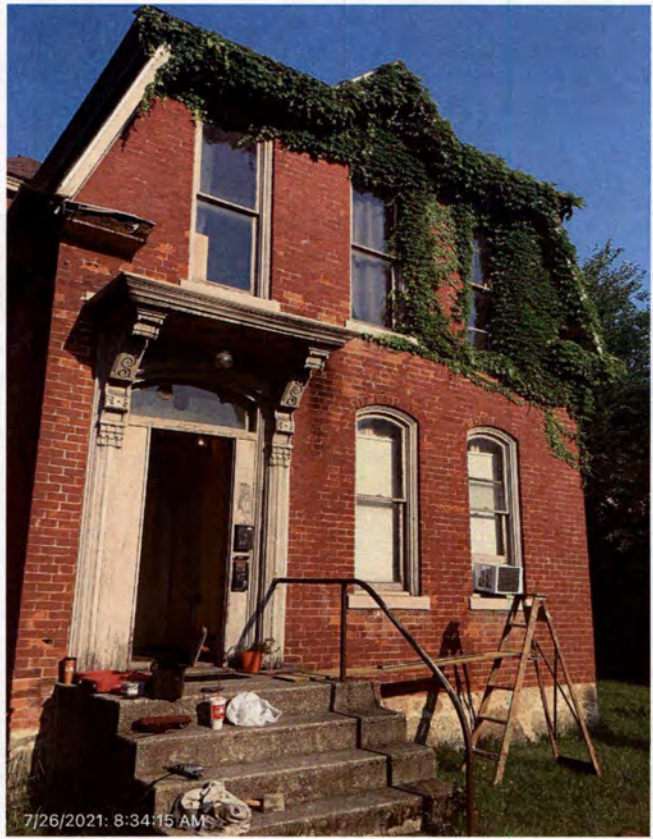
Damaged chimney at rear of property



Improperly covered basement hatchway/ window



Gaps in foundation on south side of property



Exterior view of property



Deteriorating wood trim at front of property



Collapsing ceiling in front entryway



Missing wood trim at rear of property



Rear view of property



Collapsing ceiling in front entryway



Collapsing ceiling in front entryway



7/26/2021 9:00:47 AM

Deteriorating trim at rear of property



7/26/2021: 8:14:48 AM

Collapsing ceiling in front entryway



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

July 29, 2021

To: The Board of Works and Public Safety

RE: Hire Daniel Kurtz as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that Daniel Kurtz has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire Wesley as a Probationary Firefighter for the Goshen Fire Department effective today August 02, 2021

Thank you.



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

July 29, 2021

To: The Board of Works and Public Safety

RE: Hire Timothy C. Perry as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that Timothy C. Perry has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety **hire Wesley as a Probationary Firefighter for the Goshen Fire Department effective today August 02, 2021**

Thank you.



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

July 29, 2021

To: The Board of Works and Public Safety

RE: Hire Michael L. Fairfield as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that Michael L. Fairfield has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety **hire Wesley as a Probationary Firefighter for the Goshen Fire Department effective today August 02, 2021**

Thank you.



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: August 2nd, 2021

From: Chief Jose' Miller

Reference: The hiring of Paige E. Hershberger as a Probationary Patrol Officer.

I am requesting that the Board of Public Works and Safety **approve the hiring of Paige E. Hershberger for the position of probationary patrol officer.** Paige has passed all exams and has been approved by both the local and State pension boards. I would like this hiring to be effective today Monday August 2nd, 2021.

Paige will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "J. Miller".

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: August 2nd, 2021

From: Chief Jose' Miller

Reference: The hiring of Kaleb E. Rucker as a Probationary Patrol Officer.

I am requesting that the Board of Public Works and Safety **approve the hiring of Kaleb E. Rucker for the position of probationary patrol officer.** Kaleb has passed all exams and has been approved by both the local and State pension boards. I would like this hiring to be effective today Monday August 2nd, 2021.

Kaleb will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "J. Miller".

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

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Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: August 2nd, 2021

From: Jose' Miller, Chief of Police

Reference: Request to Accept Resignation of Officer Jonathon Gage Fannin

I am requesting that the Board of Public Works and Safety **approve the resignation of Officer Jonathon Gage Fannin retroactive to July 19th, 2021.** Officer Fannin has recently purchased a business out of state and will be leaving law enforcement to pursue this dream. Although Officer Fannin only worked here a short time, he served our department and community well. I wish Officer Fannin and his family the best of luck with his new future.

A handwritten signature in black ink, appearing to be 'J. Miller'.

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

Goshen Police Department

I Jonathon Gage Fannin will be resigning as of July 19, 2021 with the Goshen Police Department.

Jonathon Gage Fannin

A handwritten signature in blue ink, appearing to read 'J. G. Fannin', is written below the printed name.

CRIMSON MARCHING BAND

Goshen High School

(574) 533-8651 Ext. 5120

Tom Cox, Director

Josh Kaufman, Director

tcoc@goshenschools.org

jkaufman@goshenschools.org

401 Lincolnway E. Goshen, IN 46526

July 21, 2021

Dear Board of Works,

This letter and attached document are a formal request from the Band Boosters of Goshen High School. We are requesting the closure of the certain streets for our upcoming Marching Band Invitational held at Goshen High School. We are making this request for the safety of the students that will be attending this event. Since we utilize the entire campus for this Invitational, the movement of students across these streets is necessary. This event will be held on September 11, 2021, and will begin approximately at 5:00pm. The bands will start to arrive around 1:00 p.m., and with other pre-event preparations, we request street closure no later than 11:00 a.m. The event will conclude shortly after 9:30pm with all participants leaving no later than 11:00p.m. We will have a police officer present and he will be present before, during, and after the event.

The streets that we request closure on are as follows:

1. East Purl Street from 9th Street east to school campus.
2. 10th Street from the intersection of 10th and US 33 to East Reynolds Street.
3. I have also contacted someone for the use of the grassy knoll area along 10th street, between Douglas and Plymouth Ave for parking.

We will make sure that we have a member of the Boosters present at the Board of Works meeting to answer any questions that you may need answered. Any questions before the meeting may be directed to me at [REDACTED]. Thank you in advance for your consideration.

Sincerely,

Kristy Nissley
President
Goshen High School Band Boosters



E Madison St

Miller's Barber Shop

General Crafts Corporation

S 10th St

E Madison St

Goshen Community Schools: Bus Parking

Lincolnway E

Goshen Adult Basic Education

Goshen High School

y School

E Monroe St

Plank's Printing Services

S 10th St

E Monroe St

Lincolnway Sales & Service

14th St

Goshen Community Schools Superintendent

La Fashion Goshen

E Purl St

E Purl St

S 10th St

Pride's Exp

Eighth Street Mennonite Church

Maplewood Property Management Group



Lincolnway E

E Reynolds St

E Reynolds St

From: [Stutsman, Jeremy](#)
To: [mayor](#)
Subject: Fwd: Request the closure of Main Street between Jefferson St. and Washington St
Date: Thursday, July 22, 2021 10:17:31 PM

Please put this on the board of works agenda

Begin forwarded message:

From: "WLEG-LP Radio Horizonte 104.3FM La Voz de Goshen" <wleglp1043@gmail.com>
Date: July 22, 2021 at 10:02:20 PM EDT
To: "Stutsman, Jeremy" <jeremystutsman@goshencity.com>
Cc: "Gilberto Pérez Jr." [REDACTED], OSCAR MOLINA [REDACTED], ANGEL AYALA CRUZ [REDACTED]
Subject: Request the closure of Main Street between Jefferson St. and Washington St

Mayor Stutsman,

I am writing to request the closure of Main Street between Jefferson St. and Washington St. on Friday, September 17, 2021 from 3- pm - 11:30 pm.

The Hispanic Heritage Month event will conclude at 10:00 pm., but we request time to clean up the area. We would like to share that we will bring 15 or so horses and will promenade between Jefferson and Washington on Main St. We will have volunteers that will clean up if the horses relieve themselves. We also want to ask if the city can provide the performance stage. And, what is the process for hooking up to electrical outlets for power and sound outside.

We are also wondering what the policy for alcohol is at these types of events when they are held outside. We know that the Goshen Theater will sell alcohol. We are wondering if alcohol can be provided outside. We will speak to the business owners of Constant Springs and the Elephant Bar and ask if they want to be open during our event.

Thanks for letting us know what else we need to do to prepare for the street closure. And thank you for your patience with all of our questions. We want to make sure we do things correctly and professionally.

--

Manuel Cortez
President Latinos Pro Education
WLEG-LP 104.3FM
Radio Horizonte
1716 Elkhart Rd
Goshen IN, 46526

From: [Terri Wentz](#)
To: [mayor; Aguirre, Richard](#)
Subject: Historic Southside Neighborhood request
Date: Friday, July 23, 2021 3:42:35 PM

Good afternoon,

Historic Southside is planning an alternative to our annual picnic, due to Covid-19. We would still need to have the street closed on Saturday August 28, from 6 p.m. to 9 15: p.m. to show a family friendly movie. We have the license to show "Field of Dreams" and have use of a portable big screen. We plan to have wiffle ball for the kiddos and serve pop and popcorn (individually packaged per suggestion of the Health Department). We request being put on the agenda of a Board of Works meeting to get the closure approved.

Also, HSNA requests reduce fees for trailer rentals for our Fall clean up the weekend of September 11. We have secured the date with the street department. We will locate trailers, with already received residents permission, at 714 S 6th, 525 S 7th and 214 E Monroe. We will also have monitors and signage at each location, as we have in years past.

This past year due to Covid-19, Board of works meetings were via zoom, is that still the case? Is attendance still required? We were not required to attend this Spring for rate reductions for our June clean-up. We were just put on the agenda and someone from the City read our petition and it was approved. This would be terrific, if we could once again proceed without being at the meeting. And it is beneficial to request both the street closure and reduced rates at one meeting, if permitted.

Please advise if there are changes to previous protocols.

Thanks for considering our request,

Terri Wentz
HSNA Chairperson

[Terri Wentz](#)

Be yourself. Everyone else is already taken. *Oscar Wilde*



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

To: The Board of Public Works & Safety
From: Bodie J. Stegelmann
Date: July 30, 2021
Subject: Agreement with Elkhart Township for Use of Quint Fire Truck.

The City seeks to enter into an agreement with Elkhart Township for the use of a certain quint fire truck. The City's Pierce quint fire truck will undergo extensive repairs, and will be out of commission for an estimated duration of Nine (9) to Fourteen (14) months. Elkhart Township has agreed to allow the City to use its 2001 KME Quint ladder fire truck during the period the City's truck is being repaired under the terms of an Agreement provided herewith.

Suggested Motion: To approve the Agreement with Elkhart Township for the Use of its Quint Ladder Fire Truck.

AGREEMENT

Use of Quint Ladder Fire Truck

THIS AGREEMENT is entered into on August ____, 2021, which is the last signature date set forth below, by and between Elkhart Township, Elkhart County, Indiana ("Elkhart Township"), whose mailing address is 308 Egbert Road, Goshen, Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City"). In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

Section 1. Elkhart Township Duties

Elkhart Township shall provide City the use of a certain 2001 KME Quint ladder fire truck, and all other associated equipment used with such vehicle ("Fire Truck").

Section 2. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties. This agreement shall be effective for a period during which the City's 2021 Pierce vehicle is being repaired. The estimated duration shall be Nine (9) to Fourteen (14) months. During such period, City shall promptly deliver the Fire Truck to Elkhart Township when Elkhart Township requests the use of such.

Section 3. Compensation

City shall not pay rent to Elkhart Township for the use of the Fire Truck; however, the City shall perform all routine maintenance and provide all fuel consumed during the use of the Fire Truck.

Section 4. Inspection

City shall inspect the Fire Truck prior to taking possession. If such inspection reveals a condition that would make the use of the Fire Truck unsafe or increase the cost to provide routine maintenance of such vehicle, the City may terminate this agreement.

Section 5. Warranty

Elkhart Township makes no warranties as to the condition of the Fire Truck.

Section 6. Non-Discrimination

Elkhart Township agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Elkhart Township, or any other person acting on behalf of Elkhart Township, 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 7. Employment Eligibility Verification

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

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

Elkhart Township shall require their subcontractors, who perform work under this contract, to certify to the Elkhart Township 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. Elkhart Township agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Section 8. No Investment Activities in Iran

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

Section 9. Indemnification

City shall indemnify and hold harmless Elkhart Township and its 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 the use of the Fire Truck.

Section 10. Insurance

Prior to commencing work, the City shall furnish Elkhart Township a certificate of insurance insuring the Fire Truck with coverage similar to like vehicles owned by the City; shall maintain the insurance in full force and effect for the duration of this agreement; 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.

Section 11. Force Majeure

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

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

Section 12. Termination

The City may terminate this agreement in whole or in part, at any time. Elkhart Township may terminate this agreement in whole or in part, by first giving the City thirty (30) days' written notice prior to termination.

Section 13. Notice

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

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

Elkhart Township: Elkhart Township
308 Egbert Road
Goshen, Indiana 46526

Section 14. 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 15. 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 16. Applicable Laws

City 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.

Section 17. Miscellaneous

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

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

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

Section 18. 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 19. 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 20. Entire Agreement

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

Section 21. Authority

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

Elkhart Township

Jeremy P. Stutsman, Mayor

By: Charles C Cheek

Michael A. Landis, Member

Printed: CHARLES C CHEEK

Mary Nichols, Member

Date Signed: JULY 21, 2021

Barb Swartley

DeWayne Riouse, Member

Date Signed: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

To: The Board of Public Works & Safety

From: Bodie J. Stegelmann

Date: July 30, 2021

Subject: Agreement with US Army for Joint Training at City's Fire Training Facility.

The City seeks to enter into an agreement with the United States Army to allow its C Co 2-238th GSAB/Indiana HART unit perform training exercises at the City's training facility located on Caragana Court. The training would be infrequent, but would include Goshen Fire Department personnel.

Suggested Motion: To approve the Private Property Utilization Agreement with the United State Army, C Co 2-238th GSAB/Indiana HART unit to conduct training exercises at the City's training facility located on Caragana Court, and authorize Mayor Stutsman to sign on behalf of the Board of Public Works & Safety.

Appendix B

PRIVATE PROPERTY UTILIZATION AGREEMENT

I, City Of Goshen Indiana, party of the first part, have agreed upon
(Name of Property Owner)

this date 23 July 21, to allow C Co 2-238th GSAB/Indiana HART

(DD MON YY)

(Military Unit/Organization)

Gary, Indiana, Party of the second part, the indefinite usage of
(City, State)

that portion of property indicated at enclosure #1, for the purpose of conducting infrequent military helicopter landings. We, both parties, as indicated above, now jointly agree to the usage of the property described at enclosure #1 to this agreement, and will be without charge, or legal responsibility to either party.

(Signature)

(Signature)

(Rank, Name of Officer/Representative)

(Printed Name of Property Owner)

(Telephone Number with Area Code)

(Telephone Number with Area Code)

C Co 2-238th GSAB/Indiana HART

(Organization/Unit)

(Date)

(Date)

Enclosure
Property Diagram

Goshen Fire Training Area

2109 Caragana Ct
Goshen, Indiana 46526



2109 Caragana Ct,
Goshen, IN 46526

Caragana Ct

Caragana Ct



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

To: The Board of Public Works & Safety

From: Bodie J. Stegelmann

Date: July 30, 2021

Subject: Agreement with Cripe Design LLC for Building Renovation/Expansion Study.

The City seeks to enter into an agreement with Cripe Design LLC for the study of a potential renovation of both the City Annex Building and the Police/Courts Building. Performance will begin on or after August 1, 2021, and the compensation will not exceed \$30,700.00.

Suggested Motion: To approve the Agreement with Cripe Design LLC for the study of a potential renovation of both the City Annex Building and the Police/Courts Building.

AGREEMENT

MUNICIPAL ANNEX AND POLICE/COURTS BUILDINGS RENOVATION/EXPANSION AND PARKING STUDY

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Cripe Design LLC** (“Contractor”), whose mailing address is 22469 State Road 120, Elkhart, Indiana, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the services for the Annex Building and Police/Courts Building Feasibility Studies which services are more particularly described in Contractor’s June 18, 2021 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Contractor’s Duties under this agreement include:

- (A) Facility Programing -written description of the spatial ingredients of the buildings including spatial needs, room sizes, functional relationships of spaces and furniture requirements.
- (B) Schematic Design- measure areas of the buildings that are not consistent with the Contractor’s floor plans and update floor plans to resemble current conditions. Perform a Chapter 34 Code review of the Annex. Evaluate the structural capacity of the Annex’s third and fourth floor structures. Complete the Schematic Design process and stated deliverables as defined in the Contractor’s Proposal.
- (C) Schematic Building Assessments and Preliminary Project Costs.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties. Contractor shall not commence performance until it receives notice to proceed from the City and commencement will not occur before August 1, 2021. Contractor shall complete Duties ‘A’ through ‘C’ within the following allotment of time; ‘A’ – 30 Calendar Days, ‘B’ – 40 Calendar Days, ‘C’- 40 Calendar Days.

Section 3. Compensation

- (A) City agrees to compensate Contractor as follows for performing all Duties:
Phase One- Hourly plus expenses at an amount not to exceedNot-to-Exceed \$ 4,500.00
Phase Two -Hourly plus expenses at an amount not to exceedNot-to-Exceed \$10,500.00

Phase Three -Hourly plus expenses at an amount not to exceed.....Not-to-Exceed \$15,700.00
(see hourly rate schedule on Exhibit A attached)

Alternate -will not be used and no compensation will be paid for such under this agreement.

Section 4. Payment

- (A) City shall pay Contractor for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.
City of Goshen
c/o Goshen Engineering
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) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Contractor or Contractor’s employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records. Including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor’s employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker’s compensation or any other insurance on Contractor and/or Contractor’s employees or subcontractors.

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Insurance

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

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

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

Section 16. Termination

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

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

Contractor: Cripe Design, LLC
Daniel L. Cripe, RA, Principal Architect
22469 State Road 120

Section 18. Subcontracting or Assignment

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

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

Section 26. Authority to Bind Contractor

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

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Cripe Design, LLC

Jeremy P. Stutsman, Mayor

By _____

Michael A. Landis, Member

Printed: _____

Mary Nichols, Member

Its: _____

DeWayne Riouse, Member

Date Signed: _____

Barb Swartley, Member

Date Signed: _____



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **CHANGE ORDER NO. 2 FOR DOUGLAS, REYNOLDS, AND
16TH STREETS PROJECT (JN: 2020-0017)**

DATE: August 2, 2021

Attached please find Change Order No. 2 for the Douglas, Reynolds, & 16th Streets Reconstruction Project.

Change Order No. 2 covers additional costs needed for replacing a deteriorated structure and two castings, as well as backfilling exploratory potholes. The original bid also did not include a line item for a Storm Catch Basin, 30", with Epoxy Coating. This has been added. Finally, Change Order No. 2 includes additional work to remove an isolated section of sidewalk, with residents' approval.

The previous contract amount, with change orders, was \$1,033,144.35. The additional work increases the contract by \$15,740.00, for a revised contract amount of \$1,048,884.35, an increase of 19.28% over the original contract amount. The contract completion date will be extended by 1 day to cover time spent to complete this additional work.

Change Order No. 2 does not include significant cost savings expected from a reduction in the No. 53 recycled concrete subbase, due to soil stabilization. This will be reflected in the balancing change order.


Requested motion: Move to approve Change Order No. 2 for the Douglas, Reynolds, and 16th Streets Project for an increase of \$15,740.00 and one (1) day.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 2

RECOMMENDED FOR ACCEPTANCE



Joshua S. Corwin
City Civil Engineer

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

HRP Construction, Inc.

BY: _____
Signature of authorized representative

Printed

Title

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 2
Date: 8/2/21

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: Douglas, Reynolds & 16th Road Reconstruction
PROJECT NUMBER: 2020-0017
CONTRACTOR: HRP Construction, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Additional work was necessary to replace a deteriorated storm structure and two castings, as well as restore potholes necessary to determine gas service depths before soil stabilization.

The original bid also did not include a line item for a 30-inch storm catch basin with epoxy coating. This has been added.

Finally, Change Order No. 2 includes additional work to remove an isolated section of sidewalk, with residents' approval.

CO2.1	Replace Existing Flat Casting	2 EA	@ \$695.00	\$1,390.00
CO2.2	Remove Sidewalk on Douglas Street	1 LS	@ \$3,050.00	\$3,050.00
CO2.3	Remove & Reconnect Pipes at STR. 8	1 LS	@ \$1,250.00	\$1,250.00
CO2.4	Backfill for Gas Service Potholes	1 LS	@ \$1,050.00	\$1,050.00
CO2.5	Storm Catch Basin, 30", Epoxy Coating	2 EA	@ \$4,500.00	\$9,000.00
Subtotal -				\$15,740.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 2

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$879,340.85
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>	\$153,803.50
3. Amount of Contract, not including this supplement	\$1,033,144.35
4. Addition/ Reduction to Contract due to this supplement	\$15,740.00
5. Amount of Contract, including this supplemental	\$1,048,884.35
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$169,543.50
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	19.28%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 1 calendar days, making the final completion date September 8, 2021
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

June 25, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Greg Waddell
803 Arehart Street
Goshen, Indiana 46526

RE: Premises at 803 Arehart Street, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at Address, Goshen, Indiana, that the buildings at this location is are in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on January 28, 2020. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was reinspected on March 25, 2021 which showed no significant improvement to the real estate.

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate are (complete/modify as appropriate, include punctuation) in an impaired structural condition that makes it unsafe and dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter 1 concerning building condition or maintenance and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter 1.

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

1. Bathroom is being used for storage of materials and is not functioning as intended. Fixtures are not accessible and there is no running water to the bathroom (violation of Section 6.3.1.2 (b)).
2. Bathroom tub/shower is not accessible or in a usable condition due to storage of materials. Tub/shower does not have running water hooked up (violation of Section 6.3.1.2 (c)).
3. Water heater does not appear to be in working order (violation of Section 6.3.1.2 (f)).
4. Kitchen sink is not assessible due to debris and trash. Kitchen is unsanitary and does not have running water. List specific violation (violation of Section 6.3.1.2 (a)).
5. Exterior of the property has accumulated debris, trash, tree limbs, and is unsanitary (violation of Section 6.3.1.6 (b)(1)).
6. The structures on the property are filled with trash and debris blocking the ingress and egress. The house is littered with trash and is in an unsanitary condition (violation of Section 6.3.1.6 (b)(1)).
7. Furniture, appliances, and other bulk items need to be stored inside the premises or disposed of and not on the outside of the property. (violation of Section 6.3.1.6 (b) (5)).
8. The ceiling throughout the house has collapsed or has broken ceiling tiles and needs to be repaired. (violation of Section 6.3.1.1 (b)).

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 221 W. Wilden Avenue, Goshen

Page 2

June 25, 2021

9. Chimney is not secured to the structure and not properly anchored to the house. (violation of Section 6.3.1.1 (z)).
10. Garage roof has collapsed causing the entire garage to collapse. The garage is not secure and can be easily accessible and is unsafe. (violation of Section 6.3.1.1 (p)).
11. Entire premises are being used for storage of materials and there is no clear path for ingress or egress. (violation of Section 6.3.1.3(d)).
12. The premises are unsafe due to lack of a working electrical system, working plumbing system, and working mechanical system. (violation of Section 6.3.1.1 (a)).

These violations make the premises at 803 Arehart Street, Goshen unsafe.

You are ordered to remove the trash, debris, fire hazardous material, or public health hazard in and about the unsafe premises. Repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy or use. You are also ordered to demolish and remove the unattached garage and remove the materials, so that the buildings and structures are in compliance with Title 6, Article 3, Chapter 1 of the Goshen City Code by August 6, 2021.

In particular, you are ordered to make the following corrections:

1. All electrical, mechanical, and plumbing in the house need to be assessed by a licensed electrician and plumber.
2. Kitchen and bathrooms need to be cleaned and maintained in a sanitary manner.
3. Remove all debris, excessive materials, and trash from premises so that there is no obstructed ingress and egress inside and outside of the property.
4. House needs to be secured and any holes in the ceilings needs to be repaired or the ceiling needs to be replaced.
5. The chimney needs to be repaired so that it is anchored securely to the roof on the house.
6. The garage on the premises must be demolished and all debris removed from the property.

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

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

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

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 221 W. Wilden Avenue, Goshen


Page 3

June 25, 2021

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe buildings affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe buildings, you must also supply Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe buildings and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Commissioner is issued on June 25, 2021

City of Goshen Building Department



Mark Brinson
Community Development Director

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 803 Arehart 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 June 25, 2021:

To: Greg Waddell
803 Arehart Street
Goshen, IN 46528



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