



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. October 18, 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: October 11, 2021

Approval of Agenda

- 1) Variance Request for Stone Driveway 400 Marilyn Avenue (Allan Kauffman)
- 2) Electrical License Request for Isaac Reed
- 3) CDBG Payable Mortgages, Program Year, Activity #137
- 4) Westoria Subdivision, Phase 8 Acceptance of Drainage Plan (JN: 2021-2002)
- 5) Cash Farm Lease Agreement with Leonard Emery
- 6) Payment Agreement with Adam W. Peisker
- 7) Resolution 2021-28 Proactive Investigation Team (P.I.T) Funds

Privilege of the Floor

Board of Public Works and Safety Order: 803 Arehart Street (Greg Waddell)

Board of Public Works and Safety Order, Notice of Continued Hearing: 114 S. 29th Street (Ron Davidhizer)

Approval of Civil City and Utility Claims

Adjournment



MINUTES OF OCT. 11, 2021 REGULAR MEETING

Board of Public Works & Safety and Stormwater Board

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

Present: Chair Jeremy Stutsman and members DeWayne Riouse and Barb Swartley

Absent: Board members Mike Landis and Mary Nichols

Call to Order: Mayor Stutsman called the meeting to order at 2 p.m.

Review/approval of Minutes: The minutes of the Sept. 20, 2021 and the Sept. 27, 2021 meetings of the Board of Works & Safety and Stormwater Board were presented. **Board member Swartley moved to approve both sets of minutes as presented and the motion was seconded by Board member Riouse. Motion passed 3-0.**

Review/approval of Agenda: Mayor Stutsman presented the Board agenda and suggested that item #17 be moved to the end of the meeting, becoming item #20. **Swartley moved to approve the agenda with the suggested change and the motion was seconded by Riouse. Motion passed 3-0.**

1) First Fridays street closure/no parking requests for Nov. 5 and Dec. 3 (Adrienne Nesbitt)

On behalf of Downtown Goshen, Inc., Adrienne Nesbitt, director of Events for Eyedart Creative Studio, made a series of requests for First Fridays in November and December. For Nov. 5, Nesbitt requested no parking from 4-10 p.m. in six spots in front of 216 S. Main St. and no parking from 4-10 p.m. in six spots in front of 232 S. Main St. (leaving handicapped spots available in both sections) For Dec. 3, Nesbitt requested no parking from 4-10 p.m. in six spots in front of 216 S. Main St. and no parking from 4-10 p.m. in six spots in front of 232 S. Main St. (leaving handicapped spots available in both sections), and the closure and no parking for the half block from Main Street west to the alley on West Washington Street from 2-10 p.m. for the tree lighting and Christmas market.

Swartley/Riouse moved to approve the First Friday requests for no parking in spaces for Nov. 5 and the requests for no parking and a partial street closure for Dec. 3. Motion passed 3-0.

2) Ten Thousand Villages no parking requests (Emma Eitzen)

Emma Eitzen, the store manager of Ten Thousand Villages, 206 South Main Street in Goshen, asked the Board for permission to block off and reserve five parking spots in front of the store on Oct. 26, from 3-6 p.m. and Oct. 31, from 3-6 p.m. A van will be delivering a heavy load of product that needs to come in the front of our store instead of the back for an event. And the parking spots will be needed again on the second date to reload the product.

Swartley/Riouse moved to approve the request of Ten Thousand Villages, 206 South Main Street, for permission to block off and reserve five parking spots in front of the store on Oct. 26, from 3-6 p.m. and Oct. 31, from 3-6 p.m. Motion passed 3-0.



3) Horner Roofing and Siding right of way and no parking request

Derek Newland of Horner Roofing and Siding of Mishawaka said the company is installing a new roof at Goshen First United Methodist Church, 214 South Fifth St., and will be using all parking spots behind the church by the alley for supplies and its dumpsters. Horner asked permission to use the parking spaces and for permission from the Board to occasionally place lifting equipment on the sidewalk adjacent to Jefferson Street for a month, starting Oct. 12. Horner plans to use cones and caution tape during the work. In response to a request from Mayor Stutsman, City of Goshen Director of Public Works and Utilities Dustin Sailor said the church owns the parking spaces, but City employees use the spaces due to an agreement with the City. In response to a question from the Mayor, City Attorney Bodie J. Stegelmann said that even though the church owns the parking area, it would be a good idea for the City to approve the request. In response to a question from Swartley, Newland said Horner primarily would like permission to sometimes have its equipment blocking the sidewalk on Jefferson Street.

Swartley/Riouse moved to approve Horner Roofing & Siding's request to use the parking spaces next to the alley behind First United Methodist Church and the sidewalk adjacent to Jefferson Street while replacing the roof at the church for a month. Motion passed 3-0.

4) Unfinished Business: Memorandum of Understanding between the City of Goshen and Goshen Community Schools for School Resource Officers

Mayor Stutsman reminded the Board that this matter came before the Board at the Sept. 27, 2021 meeting and that he asked for it to be tabled so he could review the Memorandum of Understanding. The Mayor added that he fully supported the request. At the Sept. 27 meeting, Brandy L. Henderson, a paralegal with the city Legal Department, asked the Board approve a Memorandum of Understanding (MOU) between the City of Goshen Police Department and Goshen Community Schools for the School Resource Officer Program. She said the MOU memorialized the mutual understandings between the parties regarding the role of School Resource Officers within the schools. Henderson said this would be the first MOU for the School Resource Officer Program. Henderson previously reported that the MOU was requested by the Police Department based on what other school corporations have done and to clarify the roles of the parties.

Swartley/Riouse moved to approve the Memorandum of Understanding between the City of Goshen Police Department and Goshen Community Schools for the School Resource Officer Program. Motion passed 3-0.

5) Biebs & Ash: Grease trap variance request (David Lucchese and Ashley Robinson)

David Lucchese and Ashley Robinson, owners of Biebs & Ash, a new restaurant opening at 133 South Main St. in Goshen, asked the Board to grant an appeal to the requirement to install a 1,000-gallon interceptor for a Category A food service establishment (FSE). The appeal is requested on the grounds the restaurant is located in the downtown business district, and the building occupies the entire parcel. Lucchese indicated the lack of private property precludes the installation of a 1,000-gallon interceptor per the ordinance. In place of the interceptor, Biebs & Ask will install a Big Dipper mechanical grease trap with the capability to process 50 gallons per minute of flow with 108 pounds of grease retention. In response to question from Mayor Stutsman, City of Goshen Environmental Compliance Administrator Mick Reese said the previous business at 133 South Main Street had a grease trap, but it is now gone, and that its absence and the change in ownership requires a new variance. Mayor Stutsman said this type of variance has been granted in the past as there is no workable alternative.



Swartley/Riouse moved to approve an appeal to the requirement to install a 1,000-gallon interceptor for a Category A food service establishment and to allow the installation and use of a Big Dipper mechanical grease trap. Motion passed 3-0.

6) Police Department: Resignation of Police Officer Joshua M. Owens

Goshen Police Chief José Miller asked the Board to approve the resignation of Police Officer Joshua Owens effective Sept. 29, 2021. Owens was hired on Dec. 17, 2007 and submitted his resignation from the Police Department on Sept. 29, 2021.

Swartley/Riouse moved to accept the resignation of Police Officer Joshua Owens effective Sept. 29, 2021. Motion passed 3-0.

7) Agreement for IT and Cybersecurity Assessments with Baker Tilly Municipal Advisors, LLC

Goshen City Attorney Bodie J. Stegelmann asked the Board to enter into an agreement with Baker Tilly US, LLC for its services in conducting IT and Cybersecurity Assessments at a cost not to exceed \$50,000.00, and to authorize Mayor Stutsman to sign on behalf of the Board of Public Works and Safety. By way of background, the objectives of this engagement include: Assisting the City of Goshen in performing a cybersecurity assessment using the NIST Cybersecurity Framework to identify areas for improvement to the City's cybersecurity program and capabilities; performing a security review of the City's SCADA and Industrial Control Systems (ICS); and performing a review of the City's payment processing processes and solutions against the PCI Data Security Standard to identify gaps that should be remediated. Baker Tilly anticipates completing its work by Feb. 28, 2022. Mayor Stutsman said the City suffered a cyberattack earlier in the year, but the City's IT staff detected it quickly and there were no losses. The Mayor added that the City has wanted a cybersecurity assessment for a while.

Swartley/Riouse moved to enter into an agreement with Baker Tilly US, LLC for IT and Cybersecurity Assessments at a cost not to exceed \$50,000.00, and to authorize Mayor Stutsman to sign on behalf of the Board of Public Works and Safety. Motion passed 3-0.

8) Leaf Storage Agreement with Ozinga Ready Mix Concrete, Inc.

Brandy L. Henderson, a paralegal with the city Legal Department, asked the Board approve and authorize the Mayor to execute a Leaf Storage Agreement with Ozinga Ready Mix Concrete, Inc. Effective Jan. 1, 2022, the City plans to lease space at 1700 Egbert Avenue to store leaves. The rental is \$10.00 per month. Mayor Stutsman said this is a great drop-off site for the City and it saves staff time to use it during citywide leaf pickups.

Swartley/Riouse moved to approve and authorize the Mayor to execute a Leaf Storage Agreement with Ozinga Ready Mix Concrete, Inc. Motion passed 3-0.

9) Agreement with Ivy Tech Community College of Indiana

Brandy L. Henderson, a paralegal with the city Legal Department, reported that the Board approved this agreement at its Aug. 23, 2021 meeting. After the Board approved the agreement, it was discovered by Ivy Tech that some terms to its insurance had changed. Henderson said the new agreement reflects these changes and the Goshen Fire Department asked that the Board approve the revised agreement.



By way of background, on Aug. 23, Henderson requested approval of an agreement with Ivy Tech Community College for the Student Ride-Along Program for another four-year term through and including Dec. 31, 2025. Henderson indicated that Ivy Tech Community College, through its emergency medicine program, wishes to continue the partnership with the City's Fire Department to provide ride along opportunities for their students.

Swartley/Riouse moved to approve the amended agreement with Ivy Tech Community College for the Student Ride-Along Program for another four-year term through and including Dec. 31, 2025. Motion passed 3-0.

10) Agreement with Bortrager Enterprises, Inc.

Brandy L. Henderson, a paralegal with the city Legal Department, reported that on Sept. 20, 2021, the Board approved an agreement with Bortrager Enterprises Inc. to replace the roof of the Administration Building of the Wastewater Treatment Plant located at 1000 W. Wilden Ave., in Goshen. Under the terms of the agreement, work on the project was to be completed by Dec. 15, 2021. However, Henderson said Bortrager Enterprises Inc. was informed by manufacturer of an insulation shortage and that the material needed to complete this project will not be available until after January 2022. So, the parties wish to extend the completion due date to and including March 15, 2022 and brought to the Board an amendment to the agreement for its approval.

Swartley/Riouse moved to enter into an amended agreement with Bortrager Enterprises Inc. to replace the roof of the Administration Building of the Wastewater Treatment Plant located at 1000 W. Wilden Ave., in Goshen. Motion passed 3-0.

11) Resolution 2021-25: Authorizing the purchase of a Police Officer Training Simulator

Shannon Marks, a paralegal with the city Legal Department, asked the Board to pass and adopt Resolution 2021-5 authorizing the purchase of a Police Training Simulator for interactive crisis intervention, de-escalation, and force options training. The Police Department wants to make this special purchase of an Apex Officer Training Simulator, including equipment and software, from Govred Technology, Inc. Marks said the purchase price is \$62,500, which is at a substantial savings to the City, and that Govred is the only company that offers this simulator. Mayor Stutsman said that he attended a presentation to police by Apex earlier in the year and was impressed by the virtual reality system. By becoming the first community in Indiana to purchase the system, the Mayor said the City will be saving \$30,000 on the purchase. Mayor Stutsman added that the simulator would help in the training of police officers.

Swartley/Riouse moved to pass and adopt Resolution 2021-5 authorizing the purchase of a Police Training Simulator from Govred Technology Inc. for \$62,500. Motion passed 3-0.

12) Resolution 2021-26: Authorizing preapproved payments for certain expenses

Shannon Marks, a paralegal with the city Legal Department, asked the Board to adopt Resolution 2021-26, Authorizing Preapproved Payments for Certain Expenses. Marks reported that the City Council recently passed an ordinance to authorize the Clerk-Treasurer to make claim payments for certain general categories of types of expenses prior to receiving the Board's allowance on an as-needed basis. The Board must also approve the general categories of types of expenses that the Clerk-Treasurer is authorized to make prior to the Board's allowance of the claim payment. The general categories of types of expenses listed in the Board resolution are the same as those listed in Ordinance 5095. Marks said the Board will review claims at the Board's next scheduled meeting.



Swartley/Riouse moved to adopt Resolution 2021-26, Authorizing Preapproved Payments for Certain Expenses. Motion passed 3-0.

13) Amendment to the Agreement with Teamsters Local Union 364

Shannon Marks, a paralegal with the city Legal Department, asked the Board to approve and authorize the Mayor to execute the Amendment to the Agreement with the Teamsters Local Union No. 364 to increase the hourly rates 3.5% in 2022 and 3.5% in 2023. By way of background, the City and Teamsters Local Union No. 364 entered into an agreement on Dec. 19, 2020, for the term beginning Jan.1, 2021 through Dec. 31, 2023. The parties negotiated a 2.0% increase in wages for 2021 and agreed that either party could request to open negotiations for wages only for 2022 and/or 2023. Negotiations on wages for 2022 and 2023 have concluded, and the parties have agreed to increase the hourly rates 3.5% in 2022 and 3.5% in 2023.

Swartley/Riouse moved to approve and authorize the Mayor to execute the Amendment to the Agreement with the Teamsters Local Union No. 364 to increase the hourly rates 3.5% in 2022 and 3.5% in 2023. Motion passed 3-0.

14) Awarding of contract for quote for decorative crosswalk materials

Shannon Marks, a paralegal with the city Legal Department, asked the Board to award a contract to Geveko Markings, Inc. as the lowest responsible and responsive offeror and authorize the issuance of a Purchase Order for the purchase of decorative crosswalk materials for a cost of \$41,635. Marks reported that the City solicited quotes for the purchase of preformed thermoplastic decorative crosswalk materials in accordance with Indiana Code § 5-22-8-3. These materials will be installed in the downtown area by the Street Department next spring. Geveko Markings, Inc., 1883 New Harvest Rd, Gainesville, GA, 30507, submitted a quote for \$41,635. Ennis Flint, Inc., 4161 Piedmont Pkwy., Greensboro, NC 27410, submitted a quote for \$60,500. In response to a question from Swartley, Marks said the decorative crosswalk materials will make the crosswalks more visible and will have a brick pattern. She added that the materials will be installed in crosswalks between Pike and Madison streets.

Swartley/Riouse moved to award a contract to Geveko Markings, Inc. as the lowest responsible and responsive offeror and authorize the issuance of a Purchase Order for the purchase of decorative crosswalk materials for a cost of \$41,635. Motion passed 3-0.

15) Award Quote for Purchase of a Single Axle Dump Truck and Approve Agreement with Gates Chevy World, Inc.

Carla Newcomer, a paralegal with the city Legal Department, asked the Board to award the quote for purchase of a 2023 Single Axle Dump Truck for a total purchase price of \$65,100.00 from Gates Chevy World, Inc. as the lowest responsible and responsive bidder. She further asked the Board to approve and execute the agreement with Gates Chevy World, Inc. for the purchase of a Single Axle Dump Truck in the amount of \$65,100.00. Newcomer reported that the City solicited quotes for the purchase of a Single Axle Dump Truck in accordance with Indiana Code § 5-22-8-3. Gates Chevy World, Inc. of Mishawaka submitted a bid of \$65,100.00 and McCormick Motors Inc. submitted a bid of \$82,238.64. The City of Goshen Central Garage, on behalf of the Cemetery Department, would like to purchase the 2023 Single Axle Dump Truck in the amount of \$65,100.00 from Gates Chevy World, Inc.



Swartley/Riouse moved to award the quote for the purchase of a 2023 Single Axle Dump Truck for a total purchase price of \$65,100.00 from Gates Chevy World, Inc. as the lowest responsible and responsive bidder and to approve and execute the agreement with Gates Chevy World, Inc. for the purchase of a Single Axle Dump Truck in the amount of \$65,100.00. Motion passed 3-0.

16) Award Quote for Purchase of two (2) Single Axle Dump Trucks and Approve Agreement with Truck Centers Inc.

Carla Newcomer, a paralegal with the city Legal Department, asked the Board to award the quote for the purchase of two (2) 2022 Single Axle Dump Trucks for a total purchase price of \$360,948.00 from Truck Centers, Inc. as the lowest responsible and responsive bidder and to approve and execute the agreement with Truck Centers, Inc. for the purchase of two (2) Single Axle Dump Trucks in the amount of \$360,948.00. The City solicited sealed bids for the purchase of two (2) Single Axle Dump Trucks in accordance with Indiana Code § 5-22-8-3. Truck Centers, Inc. submitted a bid for \$360,948.00 and Selking International Trucks submitted a bid for \$385,972.48. The Street Department would like to purchase the two trucks from Truck Centers, Inc. of South Bend.

Riouse/Swartley moved to award the quote for the purchase of two (2) 2022 Single Axle Dump Trucks for a total purchase price of \$360,948.00 from Truck Centers, Inc. as the lowest responsible and responsive bidder. Motion passed 3-0.

17) Downtown Arches-Geotechnical Services-Parking Stall Restrictions (JN: 2016-0038)

City of Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to approve the one-day closure of parking spaces on North Main Street and South Main Street on Oct. 13 to allow for soil borings. Sailor said JPR is working to design the proposed gateway arches for downtown and that soil borings need to be taken to complete the design. Closure of four parking spaces on North Main Street in front of the Elks Lodge and three parking spaces on South Main Street on either side of the road in front of Reith, Rohrer and Ehret Funeral home are requested.

Riouse/Swartley moved to approve the one-day closure of parking spaces on North Main Street and South Main Street on Oct. 13 to allow for soil borings. Motion passed 3-0.

18) Release of maintenance bond posted by Selge Construction for Concrete Road Repair (2020-0002)

City of Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to release the one-year bond and accept the concrete roadway repair (2020-0002). Sailor said final inspection of the project has taken place and the infrastructure (concrete, curb, sidewalk and pavement) has been found to meet city standards and specifications. So, Sailor recommended that the City release the one-year maintenance bond, which was posted by Selge Construction Co., Inc. of Miles, Michigan, for the infrastructure project in the amount of \$75,420.85.

Riouse/Swartley moved to release the one-year bond posted by Selge Construction Co. Inc. and to accept the concrete roadway repair (2020-0002) for permanent maintenance. Motion passed 3-0.

19) Wilden Avenue Reconstruction Project No. 2014-0035

City of Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to approve allowing Mayor Stutsman to send a letter to the Indiana Department of Transportation (INDOT) requesting a utility exception in order to bid the Wilden Avenue Reconstruction.



Sailor said Abonmarche, the city's consultant for the Wilden Avenue Reconstruction, has been working to relocate utilities along the corridor in advance of the project and has developed a schedule that will have all utilities out of the way by the end of April 2022. However, there is no guarantee that the utilities will adhere to the proposed schedule. Sailor said a utility exception is needed because several utility companies affected by the project will not have their facilities relocation by the letting date of Jan. 12, 2022. The City of Goshen understands that it will be responsible for 100% of the costs associated for delays caused by utility relocations not completed by the start of the construction scheduled to begin in spring 2022.

Riouse/Swartley moved to approve allowing Mayor Stutsman to send a letter to the Indiana Department of Transportation requesting a utility exception in order to bid the Wilden Avenue Reconstruction. Motion passed 3-0.

20) Matters related to appeal hearing of Scott McCrindle

According to City Attorney Bodie J. Stegelmann, and by way of background, the Goshen Fire Department took disciplinary action against Fire Capt. Scott McCrindle on Sept. 14, 2021. McCrindle appealed this disciplinary action to the Board of Public Works and Safety, and a hearing on his appeal is scheduled for Oct. 25, 2021.

Today's proceeding was a pre-hearing conference to discuss and decide requests McCrindle made in advance of his Oct. 25 hearing. Present today was a quorum of the Board of Public Works, City Attorney Bodie J. Stegelmann and attorney Don Shuler, representing the city Fire Department. McCrindle was not present. Stegelmann told the Board that he had informed McCrindle of today's hearing via a letter and email sent to him on Oct. 1. (*Exhibit A*)

On Sept. 30, 2021, according to Stegelmann, Goshen City Court Judge Mehl provided to the City Attorney a copy of documents sent to him by Scott McCrindle. In the documents, Mr. McCrindle sought the issuance of subpoenas, an order to compel the production of evidence, and an order to suppress certain evidence. Judge Mehl explained to the City Attorney his inability to act in response to McCrindle's request as he had no case open under which he could take the actions requested and he was otherwise without jurisdiction to act pursuant to the request.

So, on Oct. 1, Stegelmann said he informed McCrindle – via a letter and email (*Exhibit A*) – that today's hearing had been scheduled so he could make his pre-appeal hearing requests personally to the Board of Works. Stegelmann told the Board of Public Works and Safety that it has the power to issue subpoenas and to make other pre-hearing decisions. The City Attorney also provided the Board with McCrindle's written requests.

Don Shuler, an attorney who is representing the Fire Department in McCrindle's appeal, told the Board that McCrindle had requested to the city Legal Department and to Judge Mehl that he wanted certain documents as well as subpoenas issued to compel the testimony of various City employees. Shuler said he was attending today's hearing to object to the majority of McCrindle's requests.

Shuler said that the notice of disciplinary action McCrindle received was specific and that documents requested should be limited to matters related to it. Shuler said McCrindle's request for documents was beyond the scope of the Oct. 25 hearing. Shuler said that because of his due process rights, McCrindle will be provided with copies of documents related to his disciplinary action before the hearing. Otherwise, Shuler said he would recommend the Board deny McCrindle requests because he had not attended today's hearing to formally make his requests.

Mayor Stutsman said that he understood that the majority of documents McCrindle requested of City employees and elected officials were documents McCrindle had provided them and that McCrindle should have copies of those documents.



Shuler confirmed the Mayor's understanding. Mayor Stutsman also said McCrindle had requested copies of state statutes. He said that information was available on state websites and was not in the custody of the city and that McCrindle could gather that information himself. Shuler agreed, adding, "It's not our job to do his work."

Mayor Stutsman asked Shuler his opinion on how to proceed – whether to not act or to issue some subpoenas or all of those requested by McCrindle. The Mayor said McCrindle had requested subpoenas for more than 20 city Fire Department personnel as well as some elected officials.

Shuler responded it's possible that some of the Fire Department personnel McCrindle would like to subpoena would be relevant witnesses, but that McCrindle's stated reasons for seeking their testimony were unclear. Shuler said that if McCrindle is seeking testimony of some witnesses to challenge the credibility to other witnesses, McCrindle can always do so during cross examination. Shuler said McCrindle may have the right to do so, but McCrindle was not present today to officially make his requests.

City Attorney Stegelmann said that for a number of people McCrindle asked to be subpoenaed, McCrindle stated reason was duplicated for about 20 people. Generally for a trial, Stegelmann said, a judge or a hearing officer will limit the testimony of witnesses who will provide duplicative information. Without McCrindle being present today to explain his request for subpoenas, Stegelmann said he would advise the Board against issuing subpoenas for people it would choose. Further, Stegelmann said there's also an issue of whether the documents and witnesses McCrindle has requested are relevant to the hearing. And without McCrindle being present to discuss the relevancy of witnesses, Stegelmann said he would also advise the Board against issuing subpoenas.

In response to a question from Mayor Stutsman, Stegelmann said even if subpoenas aren't issued, McCrindle would still be free to invite witnesses to testify.

Asked by the Mayor about his opinion about issuing subpoenas both the City and McCrindle might want to call, Shuler said subpoenas are usually requested when there is a question about whether a person will appear to testify. Shuler said he doesn't expect that will be an issue for his witnesses and he was not requesting subpoenas for the Fire Department's case. But if this becomes an issue, Shuler confirmed the Board could later issue subpoenas.

Asked by the Mayor how best to proceed, Stegelmann said he would announce the appeal to McCrindle's disciplinary action was scheduled for 2 p.m. on Oct. 25, 2021, but no further orders were being issued.

In response to a question from the Mayor, Stegelmann confirmed McCrindle had been given notice of today's hearing be mail and by email. Stegelmann said McCrindle was informed of the Oct. 25 hearing in person and McCrindle confirmed his availability.

Asked the procedures if McCrindle didn't attend the Oct. 25 appeal hearing, Stegelmann said the Board should still hear the evidence presented and then make a decision based on that evidence.

Mayor Stutsman concluded today's hearing by announcing that the appeal to McCrindle's disciplinary action would begin after other agenda items had been decided after 2 p.m. on Oct. 25, 2021.

Privilege of the Floor: No one asked to speak

Stutsman/Swartley moved to approve Civil City and Utility claims and adjourn. Passed 3-0.

Mayor Stutsman declared the meeting adjourned at 2:41 p.m.



EXHIBIT A: City Attorney email and letter to Scott McCrindle informing him of the Oct. 11, 2021 Board of Public Works meeting on McCrindle's pre-hearing requests for subpoenas, documents and compelling of witnesses.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer

From: [Allan Kauffman](#)
To: [mayor](#)
Subject: Request on Board of Works 10/18 agenda
Date: Tuesday, October 5, 2021 12:01:39 AM
Attachments: [IMG_0042.jpg](#)
[IMG_0040.jpg](#)
[IMG_0039.jpg](#)
[IMG_0038.jpg](#)
[IMG_0037.jpg](#)

Denise: FYI

Board of Works members:

> I am requesting relief from the City's requirement for hard surface driveways and parking spaces. The property in question is 400 Marilyn Avenue (white house in the photos).The BZA approved a variance to allow two parking spaces perpendicular to Mayflower Place, on the south side of the tree beside the garage driveway. See second photo. Planning office has said the gravel single parking space at 1805 Mayflower can continue as is, since it has existed for many years. Proposal is to define the parking areas at both addresses with landscaping timbers and cover existing stones with fine gravel or product like is used on City bike/pedestrian paths.

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> The first photo shows the view from the hospital's care house. However the spaces are improved, they won't be seen from the Care House. The second photo is from across Mayflower Place, on city right of way adjacent to the hospital's parking lot. The parking spaces won't be viewed from the property south of 1805, as a fence blocks a view.

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> Since the gravel parking space at 1805 Mayflower is allowed to exist as is, but its appearance will be improved, it seems consistent to allow the spaces at the house to the north to be improved in the same manner.

>

> Permeable surfaces will improve a current muddy problem without adding hard surface runoff. The pontoon boat will be removed. Defined parking spaces will be set back 22' from the property line next door. The "uncontrolled" parking will be rectified. These stone surfaces have existed for decades with no complaints from neighbors.

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**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

October 18, 2021

TO: The Board of Public Works & Safety
Storm Water Board

RE: ELECTRICAL LICENSE REQUEST FOR ISAAC REED

Isaac Reed with SunTech Solar, Middlebury, Indiana, has met the requirements for a City of Goshen Electrical License. Mr. Reed took the required Prometric exam on October 24, 2016, and received a passing score of 86%. Mr. Reed presently holds a valid electrical license with the City of Elkhart, and is requesting a reciprocal license with the City of Goshen.

Motion requested to approve Electrical License for the City of Goshen.

Regards,

A handwritten signature in black ink that reads "Myron Grise".

Myron Grise
Building Commissioner/
Commercial Building Inspector

Rod Roberson
Mayor

Enrique Terazzas
Building Commissioner



Building & Code Enforcement

229 S. Second St.
Elkhart, Indiana 46516
Phone: 574-294-5471
Fax: 574-389-1781
Permit Center Fax: 574-970-1361

REQUEST FOR RECIPROCAL EXAM SCORES


The following named individual, Isaac Reed, representing PV Solutions, LLC., with offices located at 800 Heritage Dr. Middlebury, IN 46540, Phone 260-336-0632, is a licensed electrical contractor within the jurisdiction of the City of Elkhart since October 24, 2016.

This individual did achieve a passing score of 86% on a 4-hour National Master Electrician test written and graded by Prometric/Experior (Block). The test was given in October 10, 2016.

By this letter as directed by the individual named, a license to contract for and perform electrical work in the City/County of, Goshen, Indiana is requested.

This request is forwarded only on the basis that the above named individual has complied with these local jurisdictions requirements for licensing and is in no way to be considered an endorsement or a recommendation of skills or abilities to contract for or perform electrical work.

The acceptance of proof of insurance, bonding or experience is left to the issuer's discretion. The applicant of this request assumes complete responsibility for full and honest disclosure of all information pertaining to this request and holds both the requesting and requested jurisdictions harmless for any delays or difficulties resulting in issuing licenses or permits associated with this request.

X  _____ Date: 10/04/2021

Daniel Riddle
Electrical Inspector
City of Elkhart, Indiana
Chairman of the Examining Board

PROMETRIC



EXAMINATION RESULTS NOTIFICATION

October 27, 2016

IAR Middlebury

XXX-XX-0793

Dear Candidate:

We are pleased to inform you that you achieved a passing score on your recent City of Elkhart (Electrical) examination.

Your score(s) are as follows:

10/24/2016 Elkhart, IN

Master Electrical

86

Pass

City of Elkhart (Electrical) requires a passing percentage of 75%.

Please note that passage of the exam is no guarantee a certificate of qualification will be issued by the Licensing Board.

To help you gain the recognition you deserve, Prometric has prepared a Certificate of Achievement, beautifully designed and very suitable for framing (8-1/2 x 11) for only \$30.00 per category.

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IAR Middlebury

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City of Elkhart (Electrical) - Master Electrical - 10/24/2016

Quantity

x \$30.00 = _____

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Signature _____

IN40 - bas-inelkh - J



**COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185
meaghanbylsma@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works & Safety

FROM: Meaghan Bylsma, Community Development Specialist

DATE: October 18, 2021

RE: CDBG Payable Mortgages, Program Year 2005, Activity #137

Beginning in Program Year 2006, the CDBG owner-occupied rehabilitation program transitioned from utilizing installment payable and forgivable loans to primarily deferred mortgage loans for participating properties. Deferred loans are interest-free and payable in full once the property is sold or otherwise vacated by the owner. Funds collected are then returned to the CDBG budget.

Upon review of the outstanding loans, it is noted there are two remaining CDBG installment payable loans on file, both from Program Year 2005, Activity #137. Project #1 has an outstanding balance of \$1,202.97, and Project #2 has an outstanding balance of \$2,696.00, for a total balance \$3,898.97. Payments have not been received in over 10 years.

Project #1 is past its collection period, and pursuing collection of the outstanding balance for Project #2 would not be a worthwhile endeavor.

It is requested that both mortgages be released.

Suggested Motion: Approve the release of the two outstanding CDBG loans from Program Year 2005, Activity #137.



**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 Works and Safety and Stormwater Board

FROM: Bryce Gast, P.E., Administrative City Engineer

RE: **WESTORIA SUBDIVISION, PHASE 8
ACCEPTANCE OF DRAINAGE PLAN (JN: 2021-2002)**

DATE: October 18, 2021

In accordance with the City's Subdivision Control Ordinance No. 3196 Section 512 "Drainage Plan", the City's Engineering Department has reviewed the drainage plan for Westoria Subdivision, Phase 8, located west of Greene Road and between Berkey Avenue (to the north) and Plymouth Avenue (to the South). The revised drainage plan amends the original overall drainage plan for the development. As designed, Phase 8 of the development will utilize three retention basins and one pond that will provide 3.76 acre-ft of stormwater storage.

After due consideration of the proposed drainage plan, the Goshen Engineering Department recommends the Board of Public Works and Safety and Stormwater Board's acceptance of the development's drainage plan.

Please let the record show the City of Goshen in no way guarantees the proposed drainage improvements will adequately function as designed by the developer's licensed professional. Additionally, the City accepts no liability in conjunction with the acceptance of the drainage plan. If the drainage plan's piping and or stormwater impoundments are found to underperform following construction, the City will seek remedial action be taken by the developer.

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Barb Swartley, Board Member

Mike Landis, Board Member

Dewayne Riouse, Board Member

Mary Nichols, Board Member



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

October 18, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Cash Farm Lease Agreement with Leonard Emery

Attached for the Board's approval and authorization for the Mayor to execute is a Cash Farm Lease Agreement with Leonard Emery for a tract of real estate located southeast of the intersection of Waterford Mills Parkway and Regent Street. Mr. Emery has been leasing this real estate since 2019. The initial term of this new agreement is for three (3) years and then year to year thereafter unless either party gives the other party notice to terminate by October 15 prior to any subsequent term. The lease rate is \$150 per acre based on five (5) acres of tillable land (\$750 annual cash rent).

Suggested Motion:

Move to approve and authorize the Mayor to executed the Cash Farm Lease Agreement with Leonard Emery.

CASH FARM LEASE AGREEMENT

This Lease Agreement is made on _____, 2021, by and between the **City of Goshen, Indiana** through the Goshen Board of Public Works and Safety, hereinafter referred to as “City”, and **Leonard Emery**, hereinafter referred to as “Emery”.

For and in consideration of mutual promises of the parties, the parties agree as follows:

LEASED REAL ESTATE

City agrees to lease to Emery, and Emery agrees to lease from City approximately seven (7) acres of real estate generally located north of County Road 40, east of Regent Street, and south of Waterford Mills Parkway as shown on the drawing attached as EXHIBIT A, and more particularly described as follows:

A part of the Southwest Quarter of Section 27, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, more particularly described as follows:

Commencing at the southeast corner of the said Southwest Quarter; thence along the east line of said Southwest Quarter North 1°02'18" West 434.20 feet to the northeast corner of Pleasant Prairie Subdivision, recorded in Record 3, Page 122, and the place of beginning of this description; thence along the north line of said Pleasant Prairie Subdivision South 89°09'13" West 1,000.35 feet to the northeast corner of Lot 8 in said Subdivision; thence along the north line of said Lot 8 South 89°09'13" West 21.41 feet to a point on the curved easterly boundary of Regent Street, as dedicated and described by instrument recorded in Deed Record 2003-14265; thence northerly along said easterly boundary 607.90 feet along a non-tangent arc to the right having a radius of 2,759.89 feet and subtended by a long chord bearing North 6°26'03" East 606.67 feet to the south corner of that tract described by instrument recorded in Deed Record 2001-42759; thence along the southeasterly line of said tract North 59°55'11" East 70.74 feet; thence South 46°52'10" East 284.07 feet; thence southeasterly 812.30 feet along an arc to the left having a radius of 2,075.00 feet and subtended by a long chord bearing South 58°05'03" East 807.12 feet to a point on the said east line of the Southwest Quarter; thence along said east line South 1°02'18" East 2.31 feet to the place of beginning, and containing 7.035 acres.

The above described real estate shall be referred to as the “Leased Real Estate”.

City and Emery acknowledge that approximately five (5) acres of the Lease Real Estate is tillable.

LEASE TERM

The agreement is effective January 1, 2022 and shall continue three (3) years through December 31, 2024. The agreement may continue year to year thereafter under the same terms and conditions unless one party gives the other party written notice of the party’s intent to terminate the lease by October 15 immediately prior to any subsequent term.

LEASE PAYMENTS

Emery agrees to pay City the sum of One Hundred Fifty Dollars (\$150) per acre based on five (5) acres of tillable land for the total sum of Seven Hundred Fifty Dollars (\$750) annual cash rent for the Leased Real Estate.

The annual cash rent shall be due and payable on or before June 1 of each year.

Lease payment shall be made without notice or demand to City at the Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, Indiana 46528.

RESPONSIBILITIES OF EMERY

Emery agrees to use the Leased Real Estate for cultivated farming purposes. Emery agrees to follow the farming practices that are generally recommended for and that are best adapted to this type farm land and for this location. The Leased Real Estate shall not be used for pasture or animal grazing.

Emery agrees to pay for all costs of production input and assumes all production risks, including all price risks for crops harvested. City assumes no responsibility for the costs of production input nor bears any risks.

Emery shall immediately report any chemical spills on the Leased Real Estate, including tractor and motor vehicle fuels and oils, if any.

Emery agrees to hold City harmless from any obligation incident to the occupation of the Leased Real Estate by Emery or arising out of any activities of Emery carried on upon the Leased Real Estate during the term of this agreement.

Emery agrees to deliver up possession of the Leased Real Estate at the termination of this agreement in substantially the same condition as the same is now.

ASSIGNMENT

Emery shall not assign any right or interest under the lease without having prior written approval from City.

MODIFICATIONS

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

NOTICES

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.

CITY: City of Goshen, Indiana
Attention: Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

EMERY: Leonard Emery
66628 Delkalb Lane
Goshen, Indiana 46526

MISCELLANEOUS PROVISIONS

- (1) The parties agree to comply with all applicable federal, state and local laws, rules, regulations, or ordinances.
- (2) In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- (3) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- (4) In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.
- (5) In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney's fees.
- (6) In the event that any provision of this 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- (7) All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- (8) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between City and Emery.

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

Jeremy P. Stutsman, Mayor

Leonard Emery

Date: _____

Date: _____

EXHIBIT A
LEASED REAL ESTATE





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

October 18, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Payment Agreement with Adam W. Peisker

The City and Adam Peisker entered into a Conditional Offer of Employment Agreement on or about August 3, 2020, in which Mr. Peisker agreed to enroll in a paramedic training course when instructed to do so and successfully complete the paramedic training course within 24 months of the first day of class. The City paid \$3464.27 to Ivy Tech Community College for Mr. Peisker to attend paramedic training, however, Mr. Peisker withdrew from the paramedic training class for personal reasons. Ivy Tech Community College has refunded \$2400.56 of the cost of the paramedic training course leaving a balance of \$1063.71 due to the City. Mr. Peisker has or will be enrolling in another paramedic training course.

Adam Peisker is requesting to reimburse the City the \$1063.71 balance of the cost of the initial paramedic training by making payments. Attached for the Board's approval is a payment agreement for this purpose. Under this agreement, the total amount due will be paid in installments without interest provided all payments are made in accordance the payment schedule. The final payment will be due on or before December 27, 2021.

Suggested Motion:

Move to approve the terms and conditions and authorize Mayor Stutsman to execute the Payment Agreement with Adam W. Peisker to reimburse the City \$1063.71.

PAYMENT AGREEMENT

THIS PAYMENT AGREEMENT is entered into on October _____, 2021, between the **City of Goshen, Indiana**, a political subdivision of the State of Indiana (“City”), and **Adam W. Peisker** (“Peisker”) whose mailing address is 14819 Lakeshore Drive, Vandalia, MI 49095.

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

- (1) Peisker agrees to pay City the principal sum of One Thousand Sixty-three and 71/100 Dollars (\$1,063.71) without interest provided that all payments are made to City in accordance with the schedule set forth in paragraph (2). In the event of default, interest will accrue on the unpaid principal balance at the rate of eight percent (8%) per annum from the date the payment was due.
- (2) Peisker agrees to make minimum installment payments to City according to the following schedule until the entire remaining principal balance shall be paid in full together with any accrued interest:
 - \$263.71 on or before October 29, 2021
 - \$200.00 on or before November 12, 2021
 - \$200.00 on or before November 29, 2021
 - \$200.00 on or before December 10, 2021
 - \$200.00 on or before December 27, 2021
- (3) Payments to City under this agreement shall be made payable to CITY OF GOSHEN and remitted on or before the due date to City of Goshen Clerk-Treasurer’s Office, 202 South Fifth Street, Goshen, IN 46528.
- (4) All payments shall be applied first to the payment of accrued interest and then to the remaining principal balance.
- (5) Peisker shall have the right of prepaying the principal balance in any amount at any time. Any prepayment of principal balance shall not relieve Peisker’s obligation to make the minimum installment payments on or before the regularly scheduled dates as set forth in paragraph (2) until the entire principal balance is paid in full together with any accrued interest.
- (6) In the event Peisker fails to make the minimum payments on or before the due dates, Peisker will be considered in default. Upon default, interest will accrue on the unpaid principal balance at the rate of eight percent (8%) per annum from the date the payment was due.
- (7) Upon default, City will have the right to declare the entire unpaid principal balance plus any accrued interest due. Peisker is obligated to pay any collection costs, including court costs and reasonable attorneys’ fee, which City incurs as a result of enforcing its rights under this agreement.

- (8) This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.
- (9) Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by all parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
- (10) In the event that any provision of this 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- (11) This agreement constitutes the entire agreement between the parties with regard to the payment of this debt and supersedes all other agreements or understandings between City and Peisker relative to such.
- (12) The Conditional Offer of Employment Agreement between the City of Goshen, Indiana and Adam W. Peisker entered into on or about August 3, 2020 continues to be in full force and effect.

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

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

Jeremy P. Stutsman, Mayor

Adam W. Peisker

Date: _____

Date: _____

RESOLUTION 2021-28

Approve the Policy for Disbursement of Proactive Investigation Team (P.I.T.) Funds

BE IT RESOLVED that the Goshen Board of Public Works and Safety approve the following Policy for Disbursement of Proactive Investigation Team (P.I.T.) Funds, a copy of which is attached to and made a part of this resolution.

PASSED and ADOPTED on October 18, 2021.

Board of Public Works and Safety
City of Goshen, Indiana

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Barb Swartely, Member

DeWayne Riouse, Member

Section 1. Purpose

To establish procedures for the City of Goshen Police Department obtaining, using, and accounting for Proactive Investigation Team funds used in support of criminal investigations.

Section 2. Policy

Criminal investigations requiring confidential monetary disbursements may be supported by Proactive Investigative funds. The City of Goshen Chief of Police, or the Chief's designee shall manage the Proactive Investigative funds account. Employees requesting or utilizing the Proactive Investigative funds account shall adhere to the procedures contained herein.

Section 3. Expenditures

Money in the Proactive Investigative Fund shall be used by the Goshen Police Department's Proactive Investigation Team ("P.I.T.") in covert operations for the purpose of purchasing equipment necessary for operations; funding confidential sources; paying for reasonable, necessary services related to a Confidential Source ("CS"); and any other reasonably necessary expenses directly related to the performance of the Goshen Police Department's P.I.T.

Pursuant to the Goshen Police Department's Proactive Investigative Team Directive, and consistent with the State Board of Accounts, all expenditures from this fund shall be supported by proper receipts with reimbursement authorized from the claims fund upon presentation of the receipts.

- A. Procedures for all expenditures related to equipment and services
 - 1. Any equipment or services expenditures needed by the P.I.T. shall be submitted to the P.I.T. supervisor for prior approval.
 - 2. Upon approval, expenditures shall be paid from available P.I.T. cash on hand at the Police Department. All original receipts are to be provided to the Unit Supervisor and inventoried on the monthly expenditures form all of which are to be submitted to the Clerk-Treasurer's Office for replenishment of the P.I.T. fund.
- B. Procedures for all expenditures related to CSs
 - 1. P.I.T. supervisor will maintain secured files on each CS that will include a confidential profile, an executed Code of Conduct form, and executed Agreement to Cooperate form.
 - 2. When cash disbursements are needed, the P.I.T. officer shall request said disbursement to the P.I.T. supervisor.
 - 3. P.I.T. supervisor shall provide the cash to the P.I.T. officer along with a receipt.
 - 4. The P.I.T. officer shall obtain the CS's signature on the Investigation Report form upon exchange of money and the signed Investigation Report shall be placed in the case file.

Section 4. Procedures for Replenishment of Funds

The P.I.T. funds shall be funded, and replenished from time to time, with a cash balance of Two Thousand Dollars (\$2000). The following are the procedures for replenishing funds:

- A. The cash fund shall be reconciled:
 - 1. at the end of each month; and
 - 2. anytime available cash reaches \$400 or less;
- B. Reconciliation shall include all of the following documents to be provided to the Clerk-Treasurer's Office for replenishment of the fund:
 - 1. A completed and executed Record of Expenses Report shall include all receipts for each expenditure;
 - 2. Reimbursement Request letter requesting an amount of cash to be replenished, a reference number identifying the appropriate request in the P.I.T. files, the P.I.T. officer's signature, and the Police Chief or the Chief's designee's signature; and
 - 3. If appropriate, a completed and executed accounts payable voucher referencing the P.I.T. budget line (101-520-11-459.0100).
- C. The Clerk-Treasurer will provide the reimbursement check to the requesting office, made payable to "petty cash," and file the claim with the Board of Works at the next available meeting.

ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

August 19, 2021

To: Greg Waddell
803 Arehart Street
Goshen, IN 46526

Edna Waddell
803 Arehart Street
Goshen, IN 46526

RE: Premises at 803 Arehart Street, Goshen, Indiana

As a person holding a substantial property interest in the real estate at 803 Arehart Street, Goshen, Indiana, you were served with an Order of the City of Goshen Building Department dated June 25, 2021 by Paralegal, Carla Newcomer who mailed the Order by certified mail with return receipt requested and by first-class mail on June 25, 2021.

This comes for a hearing before the City of Goshen Board of Public Works and Safety on August 2, 2021 to review the June 25, 2021 Order of the City of Goshen Building Department. The City of Goshen Building Department appears by Building Inspector Travis Eash. Greg Waddell was also present at the hearing.

Evidence was presented and arguments heard. The Board of Public Works and Safety being duly advised in the condition of the buildings and/or premises at 803 Arehart Street, Goshen, Indiana now finds that the present condition of the buildings and/or premises are unsafe because the buildings and/or premises are in an impaired structural condition that makes it unsafe to a person or property. The buildings and/or premises are a hazard to the public health and are not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance.

In particular, the Board finds that the present condition of the buildings and/or premises are in violation of the following sections of Title 6, Article 3, Chapter 1 of the Goshen City Code:

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. (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)).
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)).

The Board of Public Works and Safety AFFIRMS the original Order of the City of Goshen Building Department and enters the Order as follows:

You are ordered to make some immediate signs of progress and repair or rehabilitate the premises and remove debris to allow ingress and egress to the property before September 15, 2021.

You are further ordered to bring the property into compliance with the Neighborhood Preservation Ordinance by October 18, 2021. In particular, you are ordered to make the following corrections:

1. All electrical, mechanical, and plumbing in the house needs to be assessed by a licensed electrician, plumber, and mechanical company.
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.

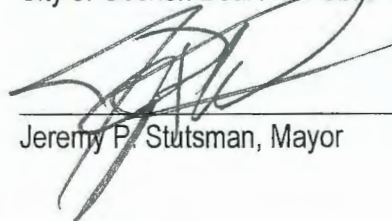
In the event that you fail to comply with this Order, the City of Goshen may pursue action in a court in Elkhart County to seek fines and costs.

You are entitled to appeal these findings of facts and this Order to the Elkhart Circuit Court or 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 period of time, then your right to appeal this action would be forfeited.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building and/or premises, you must also 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 unsafe building and/or premises, 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) 534-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Board of Public Works and Safety is issued on August 20, 2021.

City of Goshen Board of Public Works and Safety



Jeremy P. Stutsman, Mayor

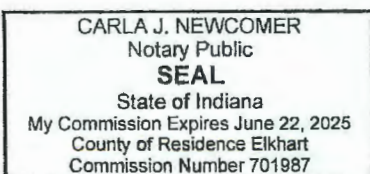
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by Jeremy P. Stutsman, Mayor, and acknowledged the execution of the foregoing Order on August 20, 2021.

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

County of residence: Elkhart
Carla Newcomer

Notary Public
Printed: Carla J. Newcomer
My commission expires: 6-22-2025



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

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Board of Public Works and Safety dated August 9, 2021 for the premises at 803 Arehart Street, Goshen, Indiana, was served upon:

Greg Waddell
803 Arehart Street
Goshen, IN 46526

Edna Waddell
803 Arehart Street
Goshen, IN 46526

on August 20, 2021.

Sending a copy by registered or certified mail to the residence, place of business, or employment of the person to be notified, with return receipt requested.

Sending a copy by regular first-class mail to the last known address of the person to be notified.


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

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

August 25, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizar
203 Middlebury Street
Goshen, IN 46528

RE: Premises at 114 S. 29th 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 first inspected the subject real estate on April 23, 2021. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was re-inspected on July 19, 2021 which showed no significant improvement to the real estate.

You are ordered to make the following corrections by October 8, 2021:

1. Receptacle outlets must be covered with an appropriate face plate (violation of Section 6.3.1.5 (g)).
2. Smoke detectors missing from common living area on each floor including basement (violation of Section 6.3.1.2 (f)).
3. The faucet at the kitchen sink is loose and needs to be tightened (violation of Section 6.3.1.2(a)).
4. There are dangling light fixtures in the basement (violation of Section 6.3.1.4 (g))
5. The electric service panel was not wired correctly and must be repaired for safe operation and panel door was not installed correctly (violation of Section 6.3.1.4 (g)).
6. The basement can not be used as a bedroom without proper egress window installed (violation of Section 6.3.1.3(d)).
7. Portable heating units can not be used to heat basement bedroom (violation of Section 6.3.1.3 (e)).
8. Roof is not sound or water proof (violation of Section 6.3.1.1(c)).
9. Window frames, door frames are unpainted and need to be replaced and painted (violation of Section 6.3.1.1 (b)).
10. Windows on the property are broken, missing or in disrepair (violation of Section 6.3.1.1(d)).

In the event that you fail to comply with this Order, the City of Goshen may pursue action in a court in Elkhart County.

You are further notified that a hearing will be held before the City of Goshen Board of Public Works and Safety on Monday, October 4, 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 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 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 buildings, you must also 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 premises, 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, Goshen, Indiana 46528, or you may contact him at (574) 534-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Commissioner is issued on August 26, 2021

City of Goshen Building Department



Myron Grise, Building Commissioner

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Building Department for the premises at 114 S. 29th Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on August 26, 2021

To: Ron Davihizar
203 Middlebury Street
Goshen, IN 46528



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

ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

NOTICE OF CONTINUED HEARING

September 30, 2021



To: Ron Davidhizar
203 Middlebury Street
Goshen, IN 46528

RE: 114 S. 29th Street

Due to the lack of a quorum of the City of Goshen Board of Works Members, the hearing scheduled for Monday, October 4, 2021 will be continued until **October 18, 2021 at 2:00 p.m.** The hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

A handwritten signature in black ink that reads "Carla Newcomer". The signature is written in a cursive style and is positioned above a horizontal line.

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