



## **City of Goshen Board of Public Works & Safety**

Regular Meeting Agenda

**4:00 p.m., MARCH 26, 2026**

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

**To access online streaming of the meeting, go to <https://goshen.in.gov/events/>**

### **Call to Order by Mayor Gina Leichthy**

**Approval of Minutes:** March 12, and March 19, 2025 Board meetings

### **Approval of Agenda**

**1) Rieth-Riley Construction request:** Approve night time paving and milling and other operations on US 33, from the Elkhart River to Ferndale Road, through August 2026

**2) Legal Department request:** Approve agreement with the City of Elkhart for Stormwater Education Programs, through 2028, at a cost of \$750 per educational program

**3) Engineering Department request:** Approve agreement with Mendenhall & Associates, LLC for Labor Standards Services on the WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project in the amount of \$5,000 (*tabled from March 12 meeting*)

**4) Engineering Department request:** Approve signing the no cost CHANGE ORDER NO.1 to the agreement with R. Yoder Construction, Inc. for the WWTP Digester #1 Cover Replacement project

**5) Engineering Department request:** Approve the Professional Services consultant contract with United Consulting, for the Bridge Improvements Design Work project, for a not-to-exceed amount of \$64,400

**6) Engineering Department request:** Approve the balancing Change Order No. 2 for the College Avenue Sewer Encasement project, increasing the contract \$21,382, for a final contract amount of \$211,911

**7) Engineering Department request:** Accept the drainage plan for the HHI Kercher Road, Properties 24, LLC. subdivision, as prepared by the developer's Indiana-licensed professional engineer, with the acknowledgment that the City does not guarantee the performance of the drainage system and assumes no liability for any failure of the design

**8) Stormwater Management Department request:** Accept the post-construction stormwater management plan for Dave Carter & Associates Amendment #2 as it has been found to meet the requirements of City Ordinance 5228

### **Privilege of the Floor**



**COMPLIANCE REVIEW HEARING FOR BUILDING COMMISSIONER ORDER:  
4:00 p.m., March 26, 2024  
Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana  
Members: Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley**

**10) Compliance Review Hearing for the May 2, 2025 and Sept. 26, 2025 Orders requiring various repairs for full compliance under Goshen City Code for seven apartment units at 1705 Westplains Drive (Cecil Bontreger, property owner)**

**Approval of Civil City and Utility Claims**

***Adjournment***



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY  
MINUTES OF MARCH 12, 2026 REGULAR MEETING**

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

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

**Absent:** None

**CALL TO ORDER:** Mayor Leichty called the meeting to order at 4:02 p.m.

**REVIEW/APPROVE MINUTES:** None available to review/approve.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda with added agenda item #8, *Engineering Department request: Approve the closure of East Lincoln Avenue, from just east of Olive Street to 930 East Lincoln Avenue, from March 16 to June 19, 2026 so Niblock Excavating can install underground utilities and reconstruct the roadway.* Board member Barb Swartley made a motion to approve the agenda as amended by the Mayor. Board member Mike Landis seconded the motion. The motion passed 5-0.

1) Saint John the Evangelist Catholic Church request: Approve religious processions on downtown Goshen streets on March 22 and April 3, 2026

Jonathan Evangelista Rios, a Pastoral Associate and Director of Religions Education at St. John the Evangelist Catholic Church, requested partial road closures for two religious processions on March 22 and April 3, 2022. He submitted letters with maps showing the routes of the processions and requested permission for:

- **A Eucharistic Procession on Sunday, March 22, 2026**, from noon to 1:40 pm. Evangelista wrote that this event would allow about 200 parishioners "to come together for worship and fellowship, which brings spiritual growth and goodness." The procession will begin on the grounds of the church, and will process through Monroe Street, taking a left turn onto River Race Drive and continue on that street arriving at the church's north parking lot and cross the sidewalk onto the church campus.
- **A live representation of the Viacrusis (which is Latin for Way of the Cross or Stations of the Cross), on Good Friday April 3, 2026.** Evangelista wrote that this popular devotion would allow about 150 parishioners "to come together for worship and fellowship, which brings spiritual growth and goodness." The Viacrusis will begin on the school parking lot, proceed with a left turn on South 3rd Street and then a left turn onto Monroe Street and then a turn left onto the alley between the church and school, concluding in the school parking lot.

Evangelista didn't request street barricades for the April 3 procession, but Mayor Leichty asked about the option and Street Commissioner David Gibbs recommended barricades at 3rd and Madison streets and 3<sup>rd</sup> and Monroe streets, as well as at Monroe and Main streets.

Gibbs also referenced a second road closure, which Evangelista had submitted by a letter (EXHIBIT #1), but had been overlooked in the preparation of the agenda and packet. The second road closure request was then clarified as for Sunday, March 22, 2026 from noon to 1:30 p.m., allowing for a procession from Monroe Street across Third Street to River Race. From there the parishioners will loop counterclockwise along the east side of the Mill Race toward the Hawks building, turning right at Madison Street, which would bring the procession back to the church parking lot north of their school.

Swartley/Landis made a motion to approve the two processions requested by St. John the Evangelist Catholic Church and provide the street barricades suggested by Mayor Leichty and Street Commissioner David Gibbs. The motion passed 5-0.



**2) NIPSCO request: Approve lane restrictions and street closures on collector and arterial roadways – pursuant to a Right-of-Way Permit issued by the City Engineering Department – to replace five utility poles and related equipment, including conductors and wires**

**Nick Bogucki**, a NIPSCO senior project manager from Valparaiso, presented a request for multiple lane restrictions and road closures relating to the replacement of utility poles, which have already received City Right-of-Way permits for those projects.

**Bogucki** presented the request for traffic control needed for the replacement of five (5) utility poles and related equipment, including capacitor banks, conductors and wires. The traffic control includes full road closures for AREAS 9 (113 East Lincoln Avenue), 12 (202 South 5<sup>th</sup> Street), 13 (308 East Douglas Street) & 14 (309 East Monroe Street). Traffic control also includes single lane closures for AREAS 3 (1802 East Lincoln Avenue), 5 (202 Blackport Drive), & 11 (416 Steury Avenue). Regarding the timing of these projects, all of this work is scheduled during April 2026, with lane restrictions or closures only in effect from 7 a.m. to 5 p.m. on the days of work indicated, weather permitting.

**City Civil Engineer Brad Minnick** suggested that **Bogucki** present the details of all the projects requiring traffic control at once, so that the Board could present one motion on the array of projects.

After **Bogucki** presented all the projects in succession, **Minnick** asked how NIPSCO would communicate these road and lane closures to residents and the public. **Bogucki** said mailers and door hangers would be deployed to inform those residents of the work and the related closures at least 24 hours prior.

**City Director of Public Works & Utilities Dustin Sailor** mentioned that one of the projects involved a location adjacent to City Hall. There was discussion of this project (AREA 12, 202 South 5<sup>th</sup> Street) which would potentially interrupt electrical service to City Hall, but probably for two hours or less.

**Swartley/Landis** made a motion to approve all requests for traffic control in relation to these NIPSCO projects. The motion passed 5-0.

**3) Legal Department request: Adopt Resolution 2026-07, Special Purchase of Road Salt**

**City Attorney Bodie Stegelmann** said the City of Goshen has participated in the State of Indiana's Road Salt Program for several years. He said the State is currently developing the 2026-2027 road salt bid, and political subdivisions that wish to participate in the program must provide the State with the tonnage of road salt that it will purchase under the State's quantity purchase agreement.

**Stegelmann** said Resolution 2026-07 would authorize the City to make a special purchase by participating in the State's program and authorize the City to request 1,300 tons of untreated road salt thereby committing to purchase a minimum of 1,040 tons and up to 1,560 tons. The City will purchase untreated road salt from the contractor to be awarded the quantity purchase agreement by the State of Indiana based on the contract unit price per ton.

**Swartley/Landis** made a motion to adopt Resolution 2026-07 regarding a special purchase of road salt. The motion passed 5-0.

**4) Legal Department request: Accept the Deed of Dedication from the Elkhart County 4-H & Agricultural Exposition, Inc., and authorize the Mayor to execute the Acceptance**

**Assistant City Attorney Don Shuler** recommended that the Board accept an attached Deed of Dedication from the Elkhart County 4-H & Agricultural Exposition, Inc. and authorize the Mayor to execute the acceptance.

**Shuler** said his dedication is for right-of-way along the 16000 block of County Road 36, on the north side of the road. This location is just west of Brinkley development, and it ties in with other easements and associated rights-of-way. The public right-of-way is part of the real estate Parcel Number 20-11-13-300-004.000-014.

**Swartley/Landis** made a motion to accept the Deed of Dedication from the Elkhart County 4-H & Agricultural Exposition, Inc., and to authorize the Mayor to execute the Acceptance. The motion passed 5-0.



**5) Engineering Department request: Approve Kercher Road lane restrictions, March 16 through April 3, 2026**  
**City Civil Engineer Brad Minnick** presented a request for partial lane restrictions for Phend & Brown to perform casting adjustments for Asphalt Paving Project B on Kercher Road from March 16 through April 3, 2026.

**Minnick** said this work is from Violet Road to US 33, with Phend & Brown providing the traffic control. The lane restrictions will shift in areas from day to day. Phend & Brown will maintain open access for the businesses and residents on Kercher Road.

**Swartley/Landis** made a motion to approve the Kercher Road lane restrictions from March 16 through April 3, 2026. The motion passed 5-0.

**6) Engineering Department request: Approve an agreement with Mendenhall & Associates, LLC for Labor Standards Services on the WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project in the amount of \$5,000**

**Director of Public Works Dustin Sailor** presented a proposed agreement with Mendenhall & Associates, LLC, at a cost not to exceed \$5,000, for labor standards and management of records for a project to replace a dual membrane cover at the Wastewater Treatment.

In a memorandum to the Board, **Sailor** requested that the Board award the Labor Standards Administration contract to Mendenhall & Associates, LLC. The services provided by Mendenhall & Associates would ensure that the City meets the State Revolving Loan Fund (SRLF) Program requirements for this project.

The City of Goshen Engineering Department, with the assistance of Donohue & Associates, Inc. will oversee the construction-phase contract with R. Yoder Construction, Inc. to complete the project replacing the dual membrane cover on the Waste Water Treatment Plant's anaerobic digester, with Mendenhall & Associates providing specialized expertise to ensure full compliance with Davis-Bacon labor requirements as mandated by the City's SRLF grant and loan agreements.

**Board member Mike Landis** asked about the cost of the agreement. He noted that the agreement language indicated both a \$5,000 monthly cost and a total cost not to exceed \$5,000. He asked for the actual cost.

**Sailor** said the City probably would not get its new digester cover until December 2026, and that the installation would probably take two or three months after that. However, **Sailor** said his understanding was that the installation cost was a lump sum of \$5,000 and not until after the services were complete.

**Board member Landis** said he still found the wording of the agreement confusing and said he was reluctant to approve it. **Sailor** suggested tabling the proposal so the language could be clarified. **Mayor Leichty** asked if there was a motion to table the matter, noting there could be scheduling issues.

**Landis/Swartley** made a motion to table this request until the March 26, 2026 Board of Public Works and Safety meeting. The motion passed 5-0.

**7) Engineering Department request: Approve the balancing Change Order No. 8 reducing the contract by \$285,990.06, for a final contract amount of \$4,001,847.72.**

**City Director of Public Works Dustin Sailor** presented a request to approve Change Order No. 8 for the County Courts Consolidation Project Roadway Improvement, which would reduce the contract price as a balancing change order from \$4,287,837.78 to \$4,001,847.72.

This project is by Reliance Road and Peddlers Village in the roundabout. The reduction is 3.93% below the original bid. Overall, this job had savings of \$163,914.58 below the base contract bid. **Sailor** highlighted these savings were due to a change in the paving materials, the removal of a contract office trailer cost (which was unnecessary, since the contractor was a local business), and other cost savings.

**Swartley/Landis** made a motion to approve the balancing Change Order No. 8 reducing the contract by \$285,990.06, for a final contract amount of \$4,001,847.72. The motion passed 5-0.



**8) Engineering Department request: Approve the closure of East Lincoln Avenue, from just east of Olive Street to 930 East Lincoln Avenue, from March 16 to June 19, 2026 so Niblock Excavating can install underground utilities and reconstruct the roadway**

**City Engineering Project Manager Andrew Lund** said that after a winter break, Niblock Excavating was seeking a major street closure for phase two of the Lincoln Avenue and Steury Avenue Reconstruction project.

**Lund** said Niblock would like to close East Lincoln Avenue, from just east of Olive Street to approximately 930 East Lincoln Avenue, from Monday, March 16, through Friday, June 19, 2026. He said the road will be closed for Niblock to install underground utilities and reconstruct the roadway.

**Lund** said traffic will be detoured via Olive Street, as well as Blackport Drive, Monroe Street, and Logan Street. Access will be maintained to all residents and businesses within the closure, as well as the Goshen Police Department Training Facility. The traffic control plan was referenced in the meeting, and the use of appropriate traffic control devices was also discussed.

**Swartley/Landis made a motion to approve the closure of East Lincoln Avenue, from just east of Olive Street to 930 East Lincoln Avenue, from March 16 to June 19, 2026. The motion passed 5-0.**

**NOTE:** This was an added agenda item. At the meeting, the Goshen Engineering Department submitted a memorandum, dated March 12, 2026, asking that the Board approve the closure of East Lincoln Avenue, from just east of Olive Street to 930 East Lincoln Avenue, from March 16 to June 19, 2026 (**EXHIBIT #2**).

**9) Stormwater Department request: Approve and authorize the Board to execute the Agreement with Greencroft Goshen for the Completion of the project at 2064 and 2066 Whispering Pines**

**City Director of Public Works Dustin Sailor** presented the final item of the meeting. He requested approval of an agreement for the completion of construction for the homes at 2058 and 2060 Whispering Pines in Greencroft, which have passed their final building inspections except for the stabilization of disturbed areas, and two large species of trees planted along the street, which cannot be completed at this time due to weather conditions.

The Stormwater Department submitted this agreement for approval and authorization for Board members to execute. The property owner Greencroft Goshen has agreed to complete all work by June 15, 2026. The expected cost of work for each address is under the \$2,000.00 requirement, so no surety was required.

**Swartley/Landis made a motion to approve and authorize the Board to execute the Agreement with Greencroft Goshen for the Completion of the project at 2058 and 2060 Whispering Pines. Motion passed 5-0.**

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

**Mayor Leichty** opened Privilege of the Floor at 4:34 p.m.

**City Civil Engineer Brad Minnick** made a public service announcement. He said he encouraged Rieth-Riley to announce the start of the US-33 Project from SR-15/Pleasant Street area for 4.6 miles to Sunset Boulevard area.

**Minnick** said Rieth-Riley will begin daytime work on a \$11 million INDOT contract, weather permitting, on Monday, March 23, 2026. That work should proceed from 7 a.m. to 5 p.m., Monday through Saturday, with a scope of work including the milling of six inches of pavement and then repaving.

**Minnick** said this project was submitted as an agenda item, but it was incomplete. Still, the company's intent is to do most of the milling and repaving at night from late April to early May 2026, and then again later in the summer.

**Minnick** reiterated that this was a preview of the company's eventual announcement of the project.



**APPROVAL OF CIVIL & UTILITY CLAIMS**

Mayor Leichthy made a motion to approve all Civil City and Utilities claims and adjourn the meeting. Board member Landis seconded the motion. The motion passed 5-0.

**ADJOURNMENT**

Mayor Leichthy adjourned the meeting at 4:37 p.m.

*EXHIBIT #1: A letter and map dated March 9, 2026 from Jonathan Evangelista Rios, a Pastoral Associate and Director of Religions Education at St. John the Evangelist Catholic Church. In the letter, Evangelista requested permission for a Eucharistic Procession on Sunday, March 22, 2026. As mentioned in the minutes, this procession will begin at St. John the Evangelist Catholic Church, processing through Monroe Street and turning onto River Race Drive, looping back and returning east on Madison Street, turning back into the parking lot where the procession will begin. The request was approved at the meeting.*

*EXHIBIT #2: A memorandum, dated March 12, 2026, from the City Engineering Department conveying a request for a road closure from Niblock Excavating. Niblock asked to close East Lincoln Avenue, from just east of Olive Street to approximately 930 East Lincoln Avenue, from Monday, March 16, through Friday, June 19, 2026. The road would be closed for Niblock to install underground utilities and reconstruct the roadway as part of the City's Lincoln Avenue and Steury Avenue Reconstruction project. Traffic will be detoured via Olive Street, as well as Blackport Drive, Monroe Street, and Logan Street. Access will be maintained to all residents and businesses within the closure, as well as the Goshen Police Department Training Facility. The traffic control plan was attached. All appropriate traffic control devices will be utilized.*

**APPROVED:**

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Mayor Gina Leichthy

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Mike Landis, Member



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Orv Myers, Member

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Mary Nichols, Member

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Barb Swartley, Member

ATTEST:

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Gregory Imbur, City of Goshen Clerk-Treasurer's Office



**CITY OF GOSHEN BOARD OF PUBLIC WORKS & SAFETY**  
**MINUTES OF THE MARCH 19, 2026 CLAIMS REVIEW & APPROVAL MEETING**  
*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley (none absent)

**Call To Order:** Mayor Leichty called the meeting to order at 4:02 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Feb. 26 and March 5, 2026 meetings as prepared by the Clerk-Treasurer. **Board member Mike Landis** made a motion to approve the minutes as presented. Board member Barb Swartley seconded the motion. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the agenda as prepared by the Clerk-Treasurer. Board members Landis/Swartley made a motion to approve the agenda as presented. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:02 p.m. There were no comments.

**Approval of Civil City and Utility Claims**

Mayor Leichty/ Board member Landis made a motion to approve Civil City and Utility claims and adjourn the meeting. The motion passed 5-0.

**Adjournment**

Mayor Leichty then adjourned the meeting at 4:03 p.m.

**NOTE:** *No audience members were present at the meeting, but as required by state statutes, the news media was notified of the meeting, the agenda was published on the City of Goshen's website and the agenda was posted before the meeting at City Hall and immediately outside the meeting place.*

**APPROVED:**

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Mayor Gina Leichty



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Mike Landis, Member

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Orv Myers, Member

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Mary Nichols, Member

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Barb Swartley, Member

ATTEST:

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Richard R. Aguirre, Clerk-Treasurer

# **RIETH-RILEY CONSTRUCTION Co., Inc.**

100% Quality • 100% Employee Owned • Over 100 Years

## **US33 Night Paving Request**

Reith-Riley is requesting permission to perform paving and milling operations for the upcoming INDOT US33 Road project, during nighttime hours. Rieth-Riley will be working hours to be from 7 PM-7AM M-F.

6" Milling, 6" Asphalt Placement will occur during night hours due to the high traffic volume US33 receives. When milling/paving with such a large depth safety is imperative. Rieth-Riley will perform all milling and 4" paving binder at one time and then at a later date return and place HMA surface course. Performing this work during night hours ensures the least amount of disturbance to traffic and businesses. All businesses will have access maintained during construction. A large majority of businesses along US33 have multiple access and access out on side roads. There will be minor disruptions when the machines and equipment are running right in front of drives, but we will have flaggers and signage directing traffic. The purpose of paving at night is to have any delays when occur when many of these businesses are closed. Lanes will be milled and repaved in 1-mile increments and going the width of the road before proceeding to the further down the road. Traffic will be restricted to one lane at a time with lane restrictions being lifted at the end of the working hours. No work will be performed during federal holidays. No work will occur on Memorial day weekend starting at 12pm on the Friday before, as well as July 3-July 5. Please see attached proposed schedule of operations, overall project limits, and Rieth-Riley Contacts.

Thank you for your consideration.

Thank You,

Garrett VanParys

Rieth-Riley Construction Co., Inc.





CONTRACT NO. R-43800

# INDIANA DEPARTMENT OF TRANSPORTATION

## ROAD PLANS

### PROJECT DESCRIPTION

HMA Overlay Minor Structural

PROJECT LOCATION  
(PK 20213)

US 33 From 0.31 Miles West of SR 15 North Jct. (Elkhart Rr Br)  
to 4.57 Miles North of SR 15 N. Jct.(CR 15)

GROSS LENGTH 4.42 MI.

NET LENGTH 4.42 MI.

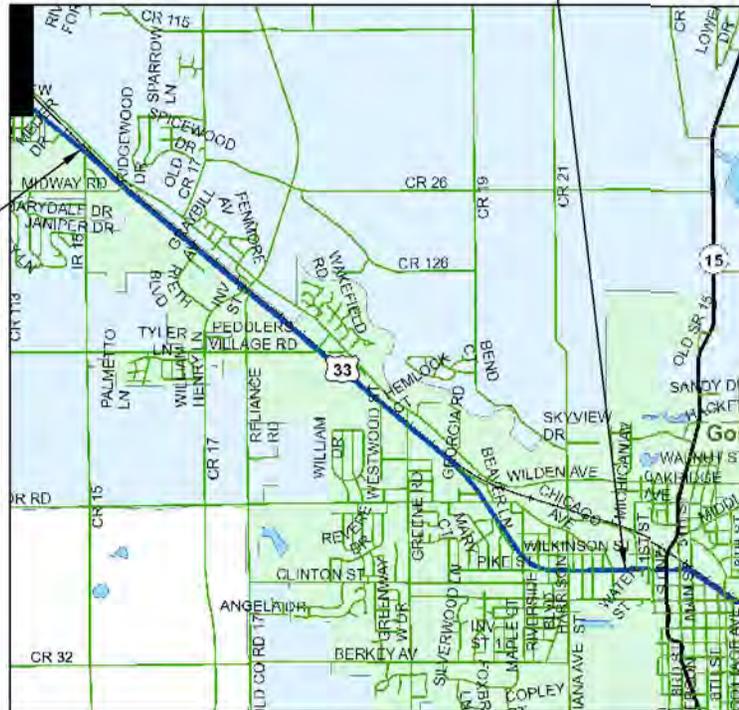
Begin Project  
Sta. 24+00 "A" SB  
Sta. 24+16 "A" NB  
RP 87+68



PROJECT LOCATION SHOWN BY  
Elkhart County

DES. NO. 2100199

End Project  
Sta. 257 + 66 "A"  
RP 92+24



Not to Scale

TRAFFIC DATA	
A.A.D.T. ( 2026 )	24,630 V.P.D.
A.A.D.T. ( 2036 ) PROJ.	25,379 V.P.D.
D.H.V. ( 2036 )	2,323 V.P.H.
DIRECTIONAL DISTRIBUTION	52% NB
TRUCKS	5% A.A.D.T. 3% D.H.V.
DESIGN DATA	
DESIGN SPEED	35-50 MPH
PROJECT DESIGN CRITERIA	PARTIAL 3R (NON-FREEWAY)
FUNCTIONAL CLASS	PRINCIPAL ARTERIAL
RURAL/URBAN	URBAN (BUILT-UP)
TERRAIN	LEVEL
ACCESS CONTROL	PARTIAL

LATITUDE: N 41°36'27"  
LONGITUDE: W 85°52'34"

PLANS PREPARED BY: Ethan Price P.E.  
PHONE NUMBER: 260 969-8213



CERTIFIED BY: *Ethan Price*

*Austin J. Wickman*  
INDIANA DEPARTMENT OF TRANSPORTATION  
07/23/2025  
DATE

RECOMMENDED FOR LETTING:

# RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

Project: R-43800 HMA Overlay US33

## Rieth Riley Contacts

Contact Name	Contact Information
Garrett VanParys – Project Manager gvanparys@rieth-riley.com	Work: 574-288-8321 Cell: 574-303-9164
Tony Kaser – Superintendent tkaser@rieth-riley.com	Work: 574-288-8321 Cell: 574-993-4570
Leyton Czarnecki – Superintendent lczarnecki@rieth-riley.com	Work: 574-288-8321 Cell: 574-850-4068
Jamie Plunkett – Field Operations Manager jplunkett@rieth-riley.com	Work: 574-288-8321 Cell: 574-876-2529
Kevin Deming – Area Superintendent (Asphalt)	Work: 574-288-8321 Cell: 574-470-5058
Jason Robbins – Area Superintendent (Concrete)	Work: 574-288-8321 Cell: 574-532-2049
Bob Montel – Safety Manager	Work: 574-875-5183 Cell: 574-276-5600

## Suppliers/Subcontractor Contacts

Subcontractor/Supplier	Contact Name	Phone Number	Package
Mamco	Lance Horine	317-771-0700	Milling
Airmarking	Nick Relias	574-532-9056	Striping
Indiana Sign & Barricade	Colin O'Keefe	317-292-3618	Grooving
C-tech	Brent Swonger	317-607-2424	Monuments
Evergreen	Dan Conley	217-356-7288	VRAM
Hawk	Ries Plank	219-306-0798	Electrical
Apex	Nana Opoku	260-755-5993	Construction Engineering
Klink	Jeremy Weaver	574-287-9000	Aggregate
State Barricade	James Michalski	574-287-2078	Traffic Control
Hoosier Company	Josh Coulter	317-876-6675	TMA
Professional drilling		812-546-0421	Sawcutting
Kuert	Jarred Short	574-232-9911	Concrete
Ferguson	Heather Pfeifer	317-937-8632	Geo Grid, Castings





**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

March 26, 2026

To: Board of Public Works and Safety  
From: Shannon Marks, Legal Compliance Administrator  
Subject: Agreement with City of Elkhart for Stormwater Education Programs

It is recommended that the Board approve and ratify the Mayor's execution of the attached Agreement with the City of Elkhart for Stormwater Education Programs.

Elkhart's Aquatic Biology Department has provided stormwater educational programs for the City of Goshen for several years under prior agreements. These programs have been offered to a variety of audiences at locations such as Goshen Community Schools, Bethany Christian School, Goshen College, and other public events in Goshen.

Under this Agreement, the Elkhart Aquatic Biology Department will provide up to ten (10) educational programs each year at locations within the city. Goshen will pay Elkhart \$750 per educational program provided, which is the same rate charged in previous years. The initial term of this Agreement is from 2026 through 2028. After that, the Agreement will automatically renew under the same terms and conditions unless either party provides notice of its intent to not renew and thereby terminate the Agreement.

**Suggested Motion:**

Approve and ratify the Mayor's execution of the Agreement with the City of Elkhart for Stormwater Education Programs.

**AGREEMENT  
FOR STORMWATER EDUCATION PROGRAMS**

THIS AGREEMENT is made and entered into effective upon the final execution of the parties hereto, by and between the City of Goshen, Indiana, acting through the Goshen Board of Public Works and Safety (hereinafter referred to as "Goshen"), and the City of Elkhart, Indiana, acting through the Elkhart Board of Public Works (hereinafter referred to as "Elkhart").

WHEREAS Goshen and Elkhart desire to enter into this Agreement in accordance with the terms and provisions hereinafter stated to provide educational programs for students and adults in the City of Goshen.

NOW, THEREFORE, in consideration of the premises and the terms and provisions contained herein, Goshen and Elkhart hereby mutually agree as follows:

**PURPOSE/PROGRAM**

1. Elkhart's Aquatic Biology Department will provide up to ten (10) educational programs each year for Goshen at locations and for audiences within the City of Goshen. While these programs may vary in the audience reached and the format of each event may vary, the following aspects will be touched on to the extent possible: the biological health of the Elkhart River and other local waterways, how the Elkhart Aquatic Biology Department monitors the biological community in the City of Goshen's waterways, how stormwater pollution can have a negative impact upon our local water resources, the importance of protecting our local water resources, and how participants can be actively involved in protecting our local water resources.

2. A designated representative of Elkhart's Aquatic Biology Department and Goshen's Stormwater Coordinator, or their designee will coordinate and mutually agree upon the ten (10) educational programs to be provided at locations in the City of Goshen each year. Goshen's Stormwater Coordinator or their designee may reject a proposed program if determined that it does not align with the goals of Goshen's Stormwater Program.

3. Elkhart's Aquatic Biology Department shall provide advanced notification to the Goshen Stormwater Coordinator for when each public education program will be taking place, in order for Goshen to provide sufficient public advertisement for the public education program and to allow for Goshen employees to attend as needed. Elkhart's Aquatic Biology Department will handle all of the scheduling logistics and provide all of the necessary materials for each program; however, and Goshen may also provide educational materials when and where applicable. Goshen Stormwater staff will attend programs on an as needed basis to either help with the collection of fish specimens and to provide information on stormwater pollution and its effects on our local waterways.

4. Deliverables - Elkhart Aquatic Biology Department shall provide Goshen with a year-end report detailing all of the programs carried out within the City of Goshen, including the date and time of the program, the location, the number of participants, and a brief description of the nature of the program.

#### DURATION

The duration of this Agreement will be effective for the years 2026 through 2028 (“Initial Term”). This Agreement shall automatically renew for additional one (1) year terms (“Renewal Term”) under the same terms and conditions, unless not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term, either party notifies the other party of its intent to not renew and thereby terminate the Agreement.

#### FUNDING

Goshen agrees to pay Elkhart at a rate of Seven Hundred Fifty Dollars (\$750.00) per education program, up to a maximum amount of Seven Thousand Five Hundred Dollars (\$7,500.00) for ten (10) education programs in total per year. Payment will be made within thirty (30) days from receipt of an invoice from Elkhart provided satisfactory performance of Elkhart Aquatic Biology Department has been attained.

#### ADMINISTRATION

Elkhart will administer this Agreement. Any accounting required as a result of this Agreement will be the responsibility of Elkhart. Elkhart agrees to maintain any documents, contracts, notices and other records that are required to be maintained because of this Agreement. Elkhart shall receive, disburse and account for all monies, received or disbursed in connection with the administration of this Agreement.

Each party shall be solely responsible for the workforce (either employees or independent contractors) utilized by that party to carry out any activity undertaken by that party which is authorized or required by the terms of this Agreement.

#### PERMITS

Each party shall be responsible for obtaining any permits required for any activity undertaken by that party as authorized or required by the terms of this Agreement. Also, each party shall comply with all statutes, ordinances, rules and regulations applicable to any activity undertaken by either party which is authorized or required by the terms of this Agreement.

#### TERMINATION

The parties may terminate this Agreement under any of the following conditions:

1. The Agreement may be terminated at the end of the Initial Term or any Renewal Term by either party notifying the other party not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term of the party’s intent to not to renew and thereby terminate the Agreement.
2. The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Elkhart shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.

3. Goshen may terminate this Agreement, in whole or in part, in the event of default by Elkhart. In such event, Goshen may issue a written notice of default and provide a period of time in which Elkhart shall have the opportunity to cure. If the default is not cured within the time period allowed, the Agreement may be terminated by the Goshen.

4. Elkhart may terminate this Agreement, in whole or in part, in the event of default by Goshen. In such event, Elkhart may issue a written notice of default and provide a period of time in which Goshen shall have the opportunity to cure. If the default is not cured within the time period allowed, the Agreement may be terminated by the Elkhart.

5. 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.

Upon termination for any reason, Elkhart shall provide Goshen a report detailing all of the programs completed up to the date of termination as specified in paragraph 4 under the Purpose/Program section.

#### INDEMNIFICATION

Each party agrees to indemnify and save the other party, its officers, agents and employees harmless from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs (including the cost of defense, settlement and reasonable attorney's fees) caused by or resulting from any activity undertaken by that party which is not authorized or required by the terms of this Agreement.

#### NON-DISCRIMINATION

Pursuant to Indiana Code §22-9-1-10, neither party nor any of the respective party's contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms, or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

#### EMPLOYMENT ELIGIBILITY VERIFICATION

By execution of this Agreement, each party affirms under the penalties for perjury that each respective party does not knowingly employ an unauthorized alien. The parties further agree to the following:

1. Pursuant to Indiana Code § 22-5-1.7, each party shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program ("Program"). Neither

party is required to verify the work eligibility status of all newly hire employees through the Program if the Program no longer exists.

2. Neither party nor its contractors shall knowingly employ or contract with an unauthorized alien [as defined by 8 U.S.C. § 1324a(h)(3)] or retain an employee or contract with a person that either party or its contractors subsequently learn is an unauthorized alien. If either party violates this paragraph 2, the other party shall require the violating party to remedy the violation not later than thirty (30) days after the other party notifies the violating party. If the violating party fails to remedy the violation within the thirty (30) day period, the other party shall terminate the agreement for breach of contract. If either party terminates the Agreement for violation of this section, the violating party shall be liable to the other party for actual damages in addition to any other contractual remedies. There is a rebuttable presumption that each party did not knowingly employ an unauthorized alien if that party verified the work eligibility status of the employee through the Program.

#### NOTICES

Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail with proper postage affixed, and which notices shall be effective three (3) days after date of mailing to:

Elkhart:           City of Elkhart Board of Public Works  
                          229 S. 2nd Street  
                          Elkhart, IN 46516

Goshen:            Goshen Legal Department  
                          204 E. Jefferson Street, Suite 2  
                          Goshen, Indiana 46528

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this section.

#### AMENDMENT

This Agreement may be amended only by the mutual written consent of the parties by the execution of the amendment by the parties.

#### SEVERABILITY

The provisions in this Agreement are deemed to be severable to the effect that if any provision shall be declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

ENTIRE AGREEMENT

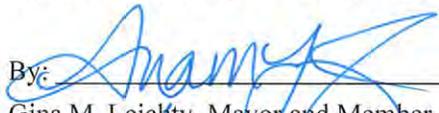
Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to all requisite authorizations on the dates as set forth below.

City of Elkhart, Indiana  
Elkhart Board of Public Works

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

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

By:  \_\_\_\_\_  
Gina M. Leichity, Mayor and Member  
Dated: 3/12/26



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **WWTP ANAEROBIC DIGESTER NO. 1  
DUAL MEMBRANE COVER REPLACEMENT  
LABOR STANDARDS SERVICES  
(JN: 2024-0025)**

DATE: March 24, 2026

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*This is a second request for Board approval of the agreement with Mendenhall & Associates, LLC. The Engineering Department offers the following as clarification to the first request that was made on March 12, 2026:*

- *A revised Agreement with definitive wording stating that the agreement is for a total expenditure not-to-exceed \$5,000.00.*
  - *Clarification that Mendenhall will invoice for initial services associated with the Pre-Construction meeting held this month, but the remainder of their work will not occur until the new digester cover is installed in the first quarter of 2027.*
- 

On March 6, 2026, the Engineering Department received a Time and Materials proposal for the above-referenced project, with a not-to-exceed amount of \$5,000.00.

We respectfully request that the Board of Public Works and Safety award the attached Labor Standards Administration contract to Mendenhall & Associates, LLC. The services provided by Mendenhall & Associates will ensure that we meet Davis-Bacon labor standards as required by the State Revolving Loan Fund program.

**Requested Motion: Approve agreement with Mendenhall & Associates, LLC for Labor Standards Services on the WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project in the amount of \$5,000.00.**

**AGREEMENT WITH MENDENHALL & ASSOCIATES LLC  
FOR LABOR STANDARDS ADMINISTRATION**

**WWTP ANAEROBIC DIGESTER NO. 1 DUAL MEMBRANE  
COVER REPLACEMENT; CITY PROJECT NO. 2024-0025**

THIS AGREEMENT is entered into on March \_\_\_\_\_, 2026, which is the date of the last signature set forth on the signature page, by and between **Mendenhall & Associates, LLC** (“Contractor”), whose mailing address is P.O. Box 428, Arcadia, IN 46030, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

**Section 1. Component Parts of this Agreement**

- (A) This Agreement shall include these terms and conditions, as well as the terms and conditions set forth in the Contractor’s Proposal dated March 6, 2026, and attached to this Agreement as Exhibit A.
- (B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
  - (1) This Agreement, and Amendments; and
  - (2) Contractor’s Proposal.

**Section 2. Scope of Services**

Contractor shall provide City services to ensure this project is compliant with federal regulations concerning all aspects of Labor Standards to meet the Indiana Finance Authority’s SRF program requirements, which services are more particularly described in Contractor’s March 6, 2026, 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.

**Section 3. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a fully executed copy of this Agreement.

**Section 4. Compensation**

- (A) City agrees to compensate Contractor the sum of Five Thousand Dollars (\$5,000.00) for performing all Duties. This is an estimate to be billed monthly, as needed, with project services estimated for twelve (12) months ending approximately March 2027. (See attached Exhibit A for further explanation.)

**Section 5. Payment**

- (A) City shall pay Contractor for all Duties satisfactorily completed under this agreement.
- (B) Contractor shall submit to City a detailed monthly invoice for Duties performed to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528  
Email is also acceptable at [engineering@goshencity.com](mailto:engineering@goshencity.com)

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice for all Duties satisfactorily completed. 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 6. Ownership of Documents**

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

**Section 7. 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 8. 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 9. Non-Discrimination**

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

**Section 10. Employment Eligibility Verification**

- (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 11. Contracting with Relatives**

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

**Section 12. No Investment Activities in Iran**

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

**Section 13. Indemnification**

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

**Section 14. Insurance**

- (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.
- (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 \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate. The City of Goshen is to be named as an additional insured.
  - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

**Section 15. 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 16. 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 17. 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 18. Notice**

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

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

**Contractor:** Mendenhall & Associates, LLC  
Attention: Tina M. Henderson  
P.O. Box 428  
Arcadia, IN 46030

**Section 19. Subcontracting or Assignment**

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

**Section 20. Amendments**

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

**Section 21. Waiver of Rights**

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

**Section 22. Applicable Laws**

- (A) Contractors agree 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 23. 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 24. Severability**

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

**Section 25. Binding Effect**

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

**Section 26. Entire Agreement**

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

**Section 27. Authority to Execute**

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

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

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

**Mendenhall & Associates, LLC**

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Tina M. Henderson, President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**GOSHEN WWTP ANAEROBIC DIGESTER NO. 1 DUAL MEMBRANE COVER  
REPLACEMENT PROJECT**

**SCOPE OF WORK**

**Labor Standards Administration- \$5,000 to be billed monthly:**

Mendenhall and Associates will ensure this project is compliant with federal regulations concerning all aspects of Labor Standards to meet the Indiana Finance Authority's SRF program requirements. We have based our fee on the total project cost of \$678,915.00 for the Goshen WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement project, with an estimated total Labor Administrative Fee of \$5,000.00. This will be billed monthly, as needed, with project services estimated for 12 months (March 2027). Below is the scope work to be performed under labor standards administration services:

**Scope of Work:**

- Determine/ Review correct Wage Decision applicable to project.
- Request Conformance Rates from US Department of Labor, when applicable.
- Assist with and Attend Pre-Construction and/or Progress Meetings as needed or as requested.
- Obtain and review all required documentation related to Davis Bacon and help contractors and subcontractors to stay in compliance.
- Obtain and review all necessary State and Federal Forms from the Prime Contractor and all Subcontractors throughout the project.
- Distribute applicable job site posters to the prime contractor (Davis-Bacon poster, etc. as applicable).
- Validate all Prime/Sub-Contractors through [www.Sam.gov](http://www.Sam.gov) to confirm federally funded project eligibility.
- Verify Fringe Benefit Funds of all contractors.
- Monitor weekly Contractor and Sub-Contractor Certified Payrolls.
- Resolve unsatisfactory payroll findings and report violations to Owner and SRF.
- Verify all apprentices on jobsite
- Conduct on-site employee interviews with at least 10% of each worker classification from each contractor.
- Provide frequent updates to the Owner, including certified payrolls, to comply with Internal Control requirements.
- Copy/supply complete project file to the owner at the end of the project.
- Attend any Audits/Inspections performed by State or Federal Agencies that may benefit from our attendance.
- Complete all reports or sections thereof regarding Davis-Bacon required by funding agency, including SRF Inspection Reports and Final Davis-Bacon Compliance report.

**\*DBE/WBE Certification and Insurance Policy will be submitted upon Successful Award\***



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **WWTP DIGESTER #1 COVER REPLACEMENT  
CHANGE ORDER NO.1  
(JN: 2024-0025)**

DATE: March 24, 2026

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On January 22, 2026, we received a proposal for an alternative Digester Cover manufactured by WesTech rather than the specified cover manufactured by Evoqua for the above referenced project. The cover manufactured by WesTech is offered by R. Yoder Construction, Inc. at no increase in cost. Following a thorough engineering review, the project Engineer, Donohue, and the City Engineering Department recommend accepting the alternate cover manufacturer.

**Requested Motion: Approve signing the no cost CHANGE ORDER NO.1 to the Agreement with R. Yoder Construction, Inc. for the WWTP Digester #1 Cover Replacement project.**

**CHANGE ORDER NO. 01**

<b>CHANGE ORDER DATE OF ISSUANCE</b> <u>March 26, 2026</u>	<b>COMMENCEMENT OF CONTRACT TIME</b> <u>When cover is ready for shipping</u>
--	--

<b>PROJECT</b>	<u>WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement</u>
<b>OWNER PROJ. NO.</b>	<u>2024-2025</u>
<b>OWNER</b>	<u>City of Goshen, Indiana</u>
<b>CONTRACTOR</b>	<u>R. Yoder Construction, Inc.</u>
<b>ENGINEER</b>	<u>Donohue &amp; Associates, Inc.</u>

**YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:**

**DESCRIPTION:** *Substitute a WesTech DuoSphere digester gas holder cover system for the EVOQUA Water Technologies Dystor brand, dual membrane style gas-holder system, proposed by R. Yoder Construction in its bid dated 11-06-2025. The alternate cover is a WesTech DuoSphere digester system to be provided in accordance with WesTech Proposal No. 2560417.F\_Rev1- dated 01-22-2026 (28 pages, per final markup on 03-23-2026 by Utilities City Engineer, Jamey Bontrager-Singer), attached.*

*Per the email from R. Yoder Construction, dated 02-26-2026, also attached, the WesTech cover will be provided at no change in cost but will carry the standard 5-year prorated warranty rather than a 10-year prorated warranty as specified. The 5-year prorated warranty statement from the initial WesTech proposal dated 12-19-2025 (Proposal No. 2460417.F Rev0) has been inserted into the attached, Rev1 proposal for clarity.*

**REASON FOR CHANGE ORDER:** *EVOQUA Water Technologies has announced that it will stop manufacturing the Dystor brand dual membrane style gas-holder system in 2026 and will only support the installed covers through 2026.*

**ATTACHMENTS:** Proposal; 2560417.F\_Rev1 dated 01-22-2026 (with City Markups), and Email - Brad Yoder dated 2-26-2026.

CHANGE IN CONTRACT PRICE
Original Contract Price: \$ <u>678,915.00</u>
Net increase (decrease) from previous Change Orders: \$ <u>0.00</u>
Net increase (decrease) of this Change Order: \$ <u>0.00</u>
Revised Contract Price: \$ <u>678,915.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: <i>(days or dates)</i> Substantial Completion: <u>56 calendar days after NTP or</u> <u>02-05-2027, whichever occurs first</u>
Ready for Final Payment: <u>120 days after substan. completion</u>
Net increase (decrease) from previous Change Orders: <i>(days)</i> Substantial Completion: <u>0 days</u>
Ready for Final Payment: <u>Unchanged</u>
Net increase (decrease) of this Change Order: <i>(days)</i> Substantial Completion: <u>0 days</u>
Ready for Final Payment: <u>Unchanged</u>
Revised Contract Times: <i>(days or dates)</i> Substantial Completion: <u>56 calendar days after NTP or</u> <u>02-05-2027, whichever occurs first</u>
Ready for Final Payment: <u>120 days after substan. completion</u>

**CHANGE ORDER NO. 01**

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CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount and time allowance listed above, there shall be no other dollar or time compensation as a result of this Change Order.

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THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL  
STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

---

**RECOMMENDED:**

By: Steven P. Gress  
ENGINEER (signature)

Steven P. Gress P.E.  
ENGINEER (printed name)

Date: 03-09-2026

City of Goshen  
Board of Public Works & Safety  
**APPROVED:**

By: \_\_\_\_\_  
OWNER (signature)

Gina M. Leichty, Mayor  
OWNER (printed name)

Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
CONTRACTOR (signature)

\_\_\_\_\_  
CONTRACTOR (printed name)

Date: \_\_\_\_\_

# Proposal

## Goshen WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project

City Project No. 2024-0025

### Representative

Neil Raymond  
The Henry P. Thompson Company  
Fishers, Indiana  
nraymond@hpthompson.com  
(317) 576-6566

### Engineer

Donohue & Associates, Inc.  
Indianapolis, Indiana

### Owner

City of Goshen  
Goshen, Indiana

### Proposal Review

- APPROVED
- APPROVED AS NOTED
- NOT APPROVED - RESUBMITTAL REQUIRED

APPROVAL OF THESE SHOP DRAWINGS BY THE CITY DOES NOT RELIEVE THE CONTRACTOR, SUBCONTRACTOR THEIR SUPPLIERS OF LEGAL RESPONSIBILITY FOR INTEGRITY OF DESIGN, LATENT DEFECTS, RELIABILITY OR CONFORMANCE TO THE SPECIFICATIONS.

DATE: 3/23/26 BY: 



### Contact

Tom Dumbaugh  
tdumbaugh@westechwater.com  
(515) 268-8549

Dylan Ellis  
dellis@westechwater.com  
(801) 290-5677

Proposal: 2560417.F\_Rev1  
Thursday, January 22, 2026

# WESTECH®





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Item A – DuoSphere™ Gasholder, Model DMTDMC

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Pricing

Payment Terms

Schedule

Freight



## Warranty

One-Year Mechanical Warranty

Conditions of the Membrane Material Warranty

Ten-Year Membrane Material Warranty



## Terms and Conditions



## Supplemental Information

Reviewed Specification



# Technical Proposal

Reference Engineer's Specification  
Section: 46 73 13 Dual Membrane Digester Covers  
Addendum: 1, 2

## Item A – DuoSphere™ Gasholder, Model DMTDMC

### Design Overview

Parameter	Unit	Value / Description
Proposed WesTech System	-	Tank-mounted DuoSphere, Model DMTDMC
Unit Quantity	-	(1) gasholder cover
Tank Diameter	ft	45.08
Maximum Membrane Height	ft	15.75
Gas Storage Volume	ft <sup>3</sup>	20,000
Maximum Design Pressure	in WC	14.4

WesTech strives to offer the most innovative, useful dual membrane gasholder available. Some of the features that we offer are a 15+ year design life, shop RF welding and pressure testing, stainless steel clamping bars, finite element analysis and patterning, the ability to reach high operating pressures when necessary, a laser level transmitter to provide accurate data, and explosion proof fan motors.





# Technical Proposal

## Basis of Design Information

### Tank Design Criteria

The WesTech DuoSphere™ system was designed based on the following information.

Internal

### Tank Design Information\*

Parameter	Unit	Value / Description
Tank Diameter	ft	45.08
Tank Wall Thickness	in	17
Top of Wall Elevation*	ft	30
High Water Elevation*	ft	26
Low Water Elevation*	ft	24
Gas Withdrawal Location	-	Tank Wall

Note: Side wall height is only 19'-9"

Current HWE is only 1.83' below top of wall

\*Any values that are assumed should be verified. Dimensions and operational set points that differ from the information provided above may result in a design change for the DuoSphere™.

WesTech is not responsible for digester tank design, concrete design for new or existing concrete, nor for determining the suitability of the concrete to withstand any design loads. WesTech's design creates a gastight seal between our gas membrane and the top of the tank wall. WesTech is not responsible for ensuring that no gas leaks are present throughout the rest of the tank.

Contractor shall provide a clean, smooth, and level surface suitable for installation of membranes. A surface tolerance of +/- 3/8" over a length of concrete surface in any direction of 6'-6". No protruding wires or sharp aggregates, no localized grooves, no cracks.

### Design Description

WesTech's DuoSphere is designed using advanced computerized techniques by a firm that specializes in tensile structure design. The analysis confirms that the selected membrane type is strong enough to handle the required operating loads and safety factors while meeting the gas storage requirements for the project. This analysis allows for advanced patterning ensuring that the membranes are constructed and designed appropriately to eliminate wrinkles.

Fans meeting AMCA Class B spark-resistant construction and explosion proof motors allow for placement of the blowers in Class I, Div. 1 areas. The blowers can be placed closer to the DuoSphere eliminating the need for inline flame arrestors on the air line and reducing air supply piping, headloss, and power requirements.





# Technical Proposal

## Detailed Design Summary

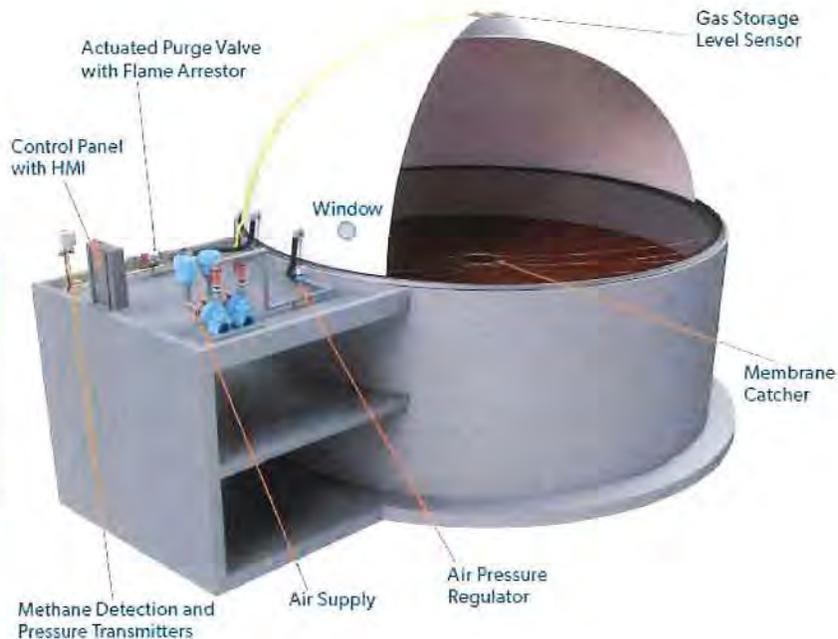
Internal

## Detailed Design Summary

Parameter	AES	SI
WesTech System Model	Tank-mounted DuoSphere, Model DMTDMC	
Number of Gasholder Covers	One (1) gasholder cover	
Tank Diameter	45 ft	13.7 m
Maximum Height	15.75 ft	4.8 m
Gas Storage Volume	20,000 ft <sup>3</sup>	566 m <sup>3</sup>
Maximum Gas Usage	200 cfm	340 m <sup>3</sup> /h
Minimum Gas Production	0 cfm	0 m <sup>3</sup> /h
Maximum Sludge Withdrawal Rate	250 gpm	57 m <sup>3</sup> /h
Pressures		
Normal Operating Pressure	3.5-8 in WC	89-203 mm WC
Gas PRV Setting	9.5 in WC	241 mm WC
Maximum Design Pressure	14.4 in WC	366 mm WC
Vacuum PRV Setting	0.5 in WC	13 mm WC

VesTech needs to identify the design wind speed

WesTech confirmed that the cover is designed for a 90 mph wind speed per 46 73 13 1.03.A.  
- Via Email



*DuoSphere™ covers are strong, lightweight, and versatile which give a preferable choice in biogas storage.*



# Technical Proposal

## Scope of Supply

We asked for Sandstone

### Scope of Supply – DuoSphere Cover

Item	Quantity	Description	Material/Brand
Outer Membrane	1	White PVC coated polyester with integral cable pockets	-
Inner Membrane	1	Grey PVC coated polyester	-
Clamping Bars & Flanges	1 lot	-	304 SS
Gaskets	1 lot	Membrane anchorage & flanges	Neoprene
Cable Brackets	1 lot	-	HDG Steel
External Restraint Cables	20	Wire rope; includes adjustable turnbuckles and jaw end fittings	HDG Steel
Window	1	16 in dia., inspection port window	Polycarbonate
Gas Pipe Guard	1	-	304 SS
Gas Withdrawal Hose	-	-	Tigerflex-PVC
Air Purge Hose	-	-	Tigerflex-PVC
Bolts, & Fasteners	1 lot	-	316 SS

Galvanized

### Scope of Supply – Air Supply

Item	Quantity	Description	Material/Brand
Configuration	-	Shipped loose for field installation	-
Fans	3 total	Class I, Div. 1 Motor; AMCA Type B (Spark Resistant)	Hartzell Air Movement
Valves	-		
Butterfly Valves	1/fan	Manual operation	Bray Series 31
Check Valves	1/fan	Dual disc style	Val-Matic
Butterfly Valves	1/PRV	Manual operation	Bray Series 31
Pressure Relief Valve	1/unit	Air pressure relief; aluminum	Shand & Jurs
Expansion Joint	2/unit	Neoprene	Global-Flex
Pressure Gauges	5 total	0-20 in WC	Dwyer
Flexible Air Hose	-	-	Tigerflex-PVC
Gaskets	1 lot	-	Neoprene
Bolts, & Fasteners	-	-	316 SS

Does this mean we are getting only 1 new pressure control valve for Digester No. 1 and reusing the existing for Digester No.2?

No, two new



# Technical Proposal

## Existing Equipment to be Reused\*

Item	Quantity	Description	Material/Brand
Membrane Catcher	1 lot	316 SS cable support system	Reuse Existing
Gas Pressure Relief Valves	2	Gas PRVs w/ flame arrestors	Reuse Existing
3-Way Plug Valve	1	Permanently lubricated 3-way selector valve for gas PRVs	Reuse Existing
Rigid Air Piping	-	Air supply and purge piping	Reuse Existing
Air Purge System	1	Automated butterfly valve, horizontal flame arrestor	Reuse Existing
Instrumentation	1 each	Gas detector, air pressure transmitter, and gas pressure transmitter	Reuse Existing
Anchor Bolts	-	-	Reuse Existing
Electrical Controls**	-	Control Panel 130-LCLP-2401	Reuse Existing

\*Any/all modification to reused equipment to accommodate new equipment is not by WesTech

\*\*Any/all required programming to integrate new system into existing controls is not by WesTech





# Technical Proposal

## Additional Services

### On-Site Technical Assistance and Training

WesTech has included on-site technical assistance for cover inspection, start up, and operator training to ensure the equipment is installed and commissioned per WesTech requirements. All service visits will be completed by certified field technicians that are qualified and have experience working with WesTech equipment.

Any additional trips that the customer may request can be purchased at the standard WesTech daily rates plus travel and living expenses.

### On-Site Technical Service

Service	Number of Trips	Number of Days
Installation Services	2	-
Installation inspection for Dig No. 1 cover	-	1
Installation inspection for fan No. 3 & PRV No. 1	-	1
Leak testing for Digester No. 1 cover	-	1
Installation inspection for fan No. 1 & PRV No. 2	-	1
Installation inspection for fan No. 2	-	1
Instructional Services	1	1
Post-Startup Services	1	1
<b>Total Included Service</b>	<b>4</b>	<b>7</b>

To supplement the above noted technical assistance, WesTech will provide the additional services.

- Technical support during WesTech office hours with a direct phone number to reach a qualified and involved project representative during the equipment warranty period.
- Access to a 24-hour on-call emergency support line.





# Technical Proposal

## Optional Item

### Item A-1 – Laser Level & Updated PLC Program

#### Controls

Is this necessary without the optional laser level sensor?

WesTech will provide a new HMI for the existing dual membrane gasholder control panel. Along with the new HMI WesTech will provide a laser level sensor mounted to the membrane crown of the new DuoSphere and a new PLC program to include the position of the inner membrane in the control philosophy.

#### Scope of Supply – Controls\*

Item	Quantity	Description	Brand
Level Measurement Device	1 total	Laser level sensor, Class I, Div. 1	ABB LLT1000
HMI	1 total	Industrial Panel PC	Advantech
Software License	1 total	FactoryTalk Optix Runtime Light S 8	Allen Bradley

#### Programming

All programming is per WesTech standard practices which includes:

- System overview and set points
- Individual component operational status and instrument trend displays
- Alarm history, status, and indication

Additional services such as SCADA or DCS integration, push alarm notifications (SMS, email, etc.), data historian, and reporting can be added upon request.

The laser level sensor. If we don't need it, because our existing cover does not have one,





# Clarifications and Exceptions

## General Clarifications

Is this paragraph the reason for the \$27,695 cost increase since bidding? As per Neil Raymond on 02-03-2026 the reason for the cost increase is the offered 10-year prorated warranty as specified.

**Terms & Conditions:** This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

No, per Neil Raymond

**Escalation:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation, and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

**American Iron and Steel / Domestic Content Requirements:** WesTech pricing is based on compliance with the American Iron and Steel provisions of the 2014 Consolidated Appropriations Act. Please note that per the EPA Guidance Memo dated March 20, 2014, paragraph 22, the provided equipment, including components integral and associated with these systems, are not subject to AIS domestic procurement requirements.

Is this correct or did you mean 2026?

**USA Tariffs and Current Trade Laws:** All prices are based on current USA and North America tariffs and trade laws/agreements as of Jan 1, 2025. Any changes in costs due to USA Tariffs and trade laws/agreements will be passed through to the purchaser at cost.

## Exceptions

Please see clarifications and exceptions in WesTech's reviewed specification included in the supplemental information below.



# Commercial Proposal

Proposal Name: Goshen WWTP Anaerobic Digester No. 1 Dual Membrane Cover Replacement Project

City Project No. 2024-0025

Proposal Number: 2560417.F\_Rev1

Thursday, January 22, 2026

## 1. Bidder's Contact Information

Company Name	WesTech Engineering, LLC
Primary Contact Name	Tom Dumbaugh
Phone	(801) 265-1000
Email	tdumbaugh@westechwater.com
Address: Number/Street	3665 S West Temple
Address: City, State, Zip	Salt Lake City, UT 84115

## 2. Firm Pricing

Currency: USD

### Scope of Supply

A	DuoSphere™ Dual Membrane Gasholder, Model DMTDMC	
A-1	Laser Level & Updated PLC Program	
	Taxes (sales, use, VAT, IVA, IGV, duties, import fees, etc.)	Not Included

Prices are valid for a period not to exceed 90 days from date of proposal.

### Additional Field Service

Daily Rate (Applicable Only to Field Service Not Included in Scope)	\$1,350
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Pricing does not include field service unless noted in scope of supply but is available at the daily rate plus expenses. The greater of a two week notice or visa procurement time is required prior to departure date. Our field service policy is subject to change and can be provided upon request.

## 3. Payment Terms

Purchase Order Acceptance and Contract Execution	40% upon acceptance	10%
Submittals Provided by WesTech	at satisfactory delivery	15%
Release for Fabrication	City cannot promise less than 45 days	35%
Notification of Ready to Ship	Who is Delivering?	40%

All payments are net 30 days. Partial shipments are allowed. An approved Letter of Credit is required if Incoterms CIF, CFR, DAP, CIP, or CPT are applicable. Payment is required in full for all other Incoterms prior to international shipment. Other terms per WesTech proforma invoice. Please note that the advising bank must be named as: Wells Fargo Bank, International Department, 9000 Flair Drive, 3rd Floor, El Monte, California 91731, USA.

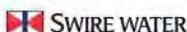
## 4. Schedule

Submittals, after Purchase Order Acceptance and Contract Execution	12 to 14 weeks
Ready to Ship, after Receipt of Final Submittal Approval	28 to 32 weeks
<b>Estimated Weeks to Ready to Ship</b>	<b>40 to 46 weeks*</b>

\*Customer submittal approval is typically required to proceed with equipment fabrication and is not accounted for in the schedule above. Project schedule will be extended to account for time associated with receipt of customer submittal approval. Due to supply chain disruptions and volatility, delivery schedule is a best estimate only and may be improved or hampered based on date of contract execution, scope selection, and materials availability.

## 5. Freight

Domestic	FOB Shipping Point - Full Freight Allowed to Jobsite (FSP-FFA)	
<b>From</b>	<b>Final Destination</b>	<b>Number of Trucks / Containers</b>
WesTech Shops	Goshen, IN	Approximately 2





# One-Year Warranty

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new **equipment manufactured or sold by** WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is either, one calendar year immediately following start-up, or eighteen (18) months from when WesTech sent its ready-to-ship notification to the purchaser, whichever expires sooner. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear, consumables, or coatings. Purchasers are invited to inspect the equipment in the shop for proper surface preparation and coating application prior to shipment. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- has been dismantled, modified, repaired, or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third-party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory, or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.



# Membrane Material Warranty

Ten-Year Prorated

## Conditions of the Membrane Material Warranty

WesTech warrants to the purchaser that the membranes have been designed and manufactured in accordance with the specifications provided by the customer or their agents and within industry tolerances. It is the exclusive responsibility of the purchaser to provide WesTech with sufficient and accurate information to meet any demands required of the membranes.

The warranty will cover defects in the membrane manufacturing only. The warranty will not cover failure of the membranes for reasons, as determined by WesTech, including but not limited to the following:

- Mishandling – tears, cuts, scuffs or abrasion from mishandling the membrane during installation
- Foreign objects – membranes contacting tank internals like mixing equipment, piping or other sharp objects in the basin, or foreign object falling onto or striking the membranes
- Operation – over or under pressurization or failure from improper operation, foam/sludge/obstruction in pressure relief pipe/valve or improper PLC setpoints
- Improper/Insufficient maintenance – all requirements of O&M manual must be followed and recorded in the operator logbook
- Extreme weather – lightning, high wind speed, or other extreme weather-related events
- Temperatures or other conditions – because the membrane temperature rating of the membrane material, the

**This Material Warranty is NOT ACCEPTED.**

**The Standard WesTech Warranty on the following page is accepted at no increase in cost from original proposal.**

All/civil design, suitability of concrete for design loadings, or leaks through the concrete tank are not covered by WesTech's warranty.

Other items not covered under warranty include but are not limited to:

- Nitrogen/inert gas for purging
- Dewatering of solids, including the solids in the tank
- Removal/disposal of any solids
- Refilling/reseeding of the digester
- Installation of the membranes
- Any/all consequential, incidental, economic or special damages



# Membrane Material Warranty

## Ten-Year Prorated

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants the DuoSphere membrane material to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is ten (10) calendar years from when WesTech sent its ready-to-ship notification to the Purchaser in which the first three (3) years is a full warranty, and the final seven (7) years is prorated, beginning at 70% in year four (4) and then dropping 10% every subsequent year thereafter. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear, consumables or coatings. Purchasers are invited to inspect the equipment in the shop for proper surface preparation and coating application prior to shipment. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- has been dismantled, moved, or repaired at a location other than a WesTech factory, or
- has not been installed, operated, or maintained in strict compliance with WesTech's requirements, recommendations, or procedures;
- has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefore, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

**This Material Warranty is NOT ACCEPTED.**  
**The Stanadrd WesTech Warranty on the following page is accepted at no increase in cost from original proposal.**

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third-party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory, or otherwise, including without limitation warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.





# Five-Year Membrane Warranty

This Standard WesTech Material Warranty inserted here from Proposal 2580417.F Rev0 dated 12-19-2025 is accepted at no cost increase.

Equipment manufactured or sold by WesTech Engineering, LLC, once paid for in full, is backed by the following warranty:

Subject to the terms below, WesTech warrants all new membranes manufactured or sold by WesTech Engineering, LLC to be unencumbered and free from defects in material and workmanship, and WesTech will replace or repair, F.O.B. its factories or other location it chooses, any part or parts returned to WesTech which WesTech's examination and analysis determine have failed within the warranty period because of defects in material and workmanship. The warranty period is five (5) years from when WesTech sent its ready-to-ship notification to the purchaser, prorated 20% per year after the first year. All repair or replacement parts qualifying under this warranty shall be free of charge. Purchaser will provide timely written notice to WesTech of any defects it believes should be repaired or replaced under this warranty. WesTech will reject as untimely any warranty defect claim that purchaser submits more than thirty (30) days after the possible warranty defect first occurred. Unless specifically stated otherwise, this warranty does not cover normal wear, consumables, or coatings. Purchasers are invited to inspect the equipment in the shop for proper surface preparation and coating application prior to shipment. This warranty is not transferable.

This warranty shall be void and shall not apply where the equipment or any part thereof

- has been dismantled, modified, repaired, or connected to other equipment, outside of a WesTech factory, or without WesTech's written approval, or
- has not been installed in complete adherence to all WesTech's or parts manufacturer's requirements, recommendations, and procedures, or
- has been subject to misuse, abuse, neglect, or accident, or has not at all times been operated and maintained in strict compliance with all of WesTech's requirements and recommendations therefor, including, but not limited to, the relevant WesTech Operations & Maintenance Manual and any other of WesTech's specified guidelines & procedures, or
- has been subject to force majeure events; use of chemicals not approved in writing by WesTech; electrical surges; overloading; significant power, water or feed supply fluctuations; or non-compliance with agreed feedwater or chemical volumes, specifications or procedures.

In any case where a part or component of equipment under this warranty is or may be faulty and the component or part is also covered under the warranty of a third party then the purchaser shall provide reasonable assistance to first pursue a claim under the third-party warranty before making a claim under this warranty from WesTech. WesTech Engineering, LLC gives no warranty with respect to parts, accessories, or components purchased other than through WesTech. The warranties which apply to such items are those offered by the respective manufacturers.

This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory, or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.





# Terms and Conditions

Terms & Conditions are between R. Yoder and WesTech.

The Warranty is transferable to City

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering, LLC. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. SPECIFICATIONS:** WesTech Engineering, LLC is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. PARTIES TO CONTRACT:** WesTech Engineering, LLC is not a party to or bound by the terms of any contract between WesTech Engineering, LLC's customer and any other party. WesTech Engineering, LLC's undertakings are limited to those defined in the contract between WesTech Engineering, LLC and its direct customers.

**4. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering, LLC or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering, LLC of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering, LLC shall constitute acceptance by Purchaser, relieving WesTech Engineering, LLC of any liability for shipping damages or shortages.

**5. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering, LLC is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering, LLC's Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering, LLC, in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering, LLC may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering, LLC until such payment has been received.

**7. ESCALATION:** If between the proposal date and actual procurement and through no fault of the Seller, the relevant cost of labor, material, freight, tariffs, and other Seller costs combined relating to the contract, increase by greater than 2.5% of the overall contract price, then the contract price shall be subject to escalation and increased. Such increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index, and in both cases without any additional profit or margin being added.

**8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering, LLC supplying any equipment shall be such complete approval.

**9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering, LLC recommends and will, upon request, make available, at WesTech Engineering, LLC's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering, LLC or installed in accordance with WesTech Engineering, LLC's instructions, and inspected and accepted in writing by WesTech Engineering, LLC, rests entirely with Purchaser; and any work performed by WesTech Engineering, LLC personnel in making adjustment or changes must be at WesTech Engineering, LLC's then current per diem rates plus living and traveling expenses.

WesTech Engineering, LLC will supply the safety devices described in this proposal or shown in WesTech Engineering, LLC drawings furnished as part of this order but excepting these, WesTech Engineering, LLC shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering, LLC from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering, LLC or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

**10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering, LLC within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering, LLC unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**11. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.



# Terms and Conditions

**12. TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering, LLC until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering, LLC's title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering, LLC may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering, LLC may suffer from any cause.

**13. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering, LLC's benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

**14. SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering, LLC's best estimate but no liability, direct or indirect, is assumed by WesTech Engineering, LLC for failure to ship or deliver on such dates.

WesTech Engineering, LLC shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering, LLC may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering, LLC that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering, LLC incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering, LLC or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering, LLC's reasonable control and occurring at a location other than WesTech Engineering, LLC or its supplier's shipping points, WesTech Engineering, LLC assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering, LLC may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**15. WARRANTY:** WesTech Engineering, LLC warrants equipment it supplies only in accordance with the attached WesTech Warranty. This warranty is expressly given by WesTech and accepted by purchaser in lieu of all other warranties whether written, oral, express, implied, statutory or otherwise, including without limitation, warranties of merchantability and fitness for particular purpose. WesTech neither accepts nor authorizes any other person to assume for it any other liability with respect to its equipment. WesTech shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever. The purchaser's exclusive and only remedy for breach of this warranty shall be the repair and or replacement of the defective part or parts within a reasonable time of WesTech's accepting the validity of a warranty claim made by the purchaser.

**16. PATENTS:** WesTech Engineering, LLC agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering, LLC is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering, LLC needed information, assistance, and authority to enable WesTech Engineering, LLC so to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering, LLC shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering, LLC will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering, LLC's request. The foregoing states the entire liability of WesTech Engineering, LLC, with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering, LLC assumes no responsibility for process patent infringement.

**17. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering, LLC will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering, LLC assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering, LLC will be painted with that manufacturer's standard paint system. It is WesTech Engineering, LLC's intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering, LLC encourages the Purchaser to order these components without primer.

WesTech Engineering, LLC's prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering, LLC requests that Purchaser's order advise of the paint



# Terms and Conditions

selection. WesTech Engineering, LLC will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

**18. CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by WesTech Engineering, LLC, this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering, LLC to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering, LLC's plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

**19. FORCE MAJEURE:** Neither party hereto shall be liable to the other for default or delay in delivery caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, act of government, pandemic, delay of carriers, failure of normal sources of supply, complete or partial shutdown of plant by reason of inability to attain sufficient raw materials or power, and/or other similar contingency beyond the reasonable control of the respective parties. The time for delivery specified herein shall be extended during the continuance of such conditions, or any other cause beyond such party's reasonable control. Escalation resulting from a Force Majeure event shall be equitably adjusted per the escalation policy stated above.

**20. RETURN OF PRODUCTS:** No products may be returned to WesTech Engineering, LLC without WesTech Engineering, LLC's prior written permission. Said permission may be withheld by WesTech Engineering, LLC at its sole discretion.

**21. BACKCHARGES:** WesTech Engineering, LLC will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering, LLC furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering, LLC purchase order, or work requisition signed by WesTech Engineering, LLC.

**22. INDEMNIFICATION:** Purchaser agrees to indemnify WesTech Engineering, LLC from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**23. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

**24. MOTORS AND MOTOR DRIVES:** In order to avoid shipment delays of WesTech Engineering, LLC equipment, motors and drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

**25. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**26. LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000 USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering, LLC against which a claim is sought.

**27. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

## ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_





# Supplemental Information

**Reviewed Specification**



SECTION 46 73 13  
DUAL MEMBRANE DIGESTER COVERS

PART 1 – GENERAL

1.01 SUMMARY

- ✓ A. This Section includes:
  - 1. Essential characteristics and requirements for dual membrane air pressurized digester gas-holder cover system.
  - 2. Structural, material, component performance and installation requirements for dual membrane style gas holder system.
- ✓ B. For Anaerobic Digester No. 1 provide and install dual membrane air pressurized digester gas-holder cover system and appurtenances as specified in this Section and shown on the Drawings.
- ✓ C. Remove and replace Air Supply Fans No. 1, 2, and 3 and associated check valves, pressure indicators, and straight hump rubber adapters on both the inlet and discharge piping for the air supply fans. Existing Air Supply Fan No. 2 is to be turned over to the Owner as a spare after removal.
- ✓ D. Remove and replace Air Pressure Control Valves No. 1 and 2 and their pressure indicators. Existing Air Pressure Control Valve No. 2 is to be turned over to the Owner as a spare after removal.

1.02 SCOPE

- A. Manufacturer of dual membrane gas-holder system shall both furnish and install system, and shall assume sole responsibility for design, construction, installation and performance of system.
- B. Manufacturer of new replacement dual membrane gas-holder system for anaerobic digesters shall include the following items in scope of work.
  - 1. Furnish and install new tank mounted items for Anaerobic Digester No. 1, including:
    - ✓ a. Cables and cable wall brackets along with 316SS nuts and SS washers.
    - ✓ b. Center cable tension hub with top-center gas takeoff connection.
    - ✓ c. Air and gas membranes.
    - d. Membrane seals and aluminum clamp bars, SS washers, and bronze nuts.
    - e. Flexible air supply and purge takeoff hoses with hose clamps, aluminum-combination nipples with flange aluminum elbows mounted to the air membrane.
    - ✓ f. Flexible hose for digester gas take-off along with hose clamps, aluminum combination nipple, 90-degree elbow, and flange mounted to center cable tension hub.
    - ✓ g. Replacement 3/4" diameter 304 SS adhesive anchors, SS washers, and SS hex nuts for where existing 3/4" diameter SS hook anchors and hex nuts for the cable hold down brackets cannot be tightened to 115 foot-pounds of torque or they are not correctly positioned for the replacement membrane cover.
    - ✓ h. Replacement 5/8" 304 SS adhesive anchors, SS washers, and bronze hex nuts for where existing 5/8" SS hook anchors and bronze hex nuts for the membrane clamp

- WesTech's scope includes:
- 1 air membrane
  - 1 gas membrane
  - Membrane gaskets - clamping bars & flanges
  - 304 SS fabricated items
    - Clamping bars
    - Air supply connection
    - Membrane crown
    - Inspection port frame
      - with polycarbonate window
    - Purge connection
    - Gas withdrawal protection
  - HDG cable brackets
  - 20 HDG cables
  - 3 replacement air fans (2 HP)
    - 3 flexible connectors
    - 1 flexible air hose from rigid piping to membrane flange
  - 2 replacement pallet style air PRVs, S&J 94160
  - 5 air pressure gauges, one per fan & one per PRV
  - 5 manual butterfly valves, one per fan and one per PRV
  - Flexible hose - membranes to contractor supplied or existing rigid piping
    - Air supply
    - Air purge
    - Gas withdrawal
  - ~~• 1 year mechanical equipment warranty~~
  - ~~• 10 year prorated membrane material warranty~~
    - ~~○ 2 year full, prorated from 70% in year 4 to 10% in year 10~~

- Necessary items to be reused or provided by contractor:
- Reused:
- Anchors bolts
  - Membrane catcher/ internal support system
  - Electrical control panel
  - Air & gas pressure transmitters
  - Gas detector
  - Purge system
  - Gas PRVs & plug valve
  - Rigid air piping
  - Fan inlet filter
- Needed items not in WesTech's Scope:
- Demolition of existing membranes
  - Installation of new membranes
    - Level mounting surface
    - Integration of fans with existing electrical equipment
  - Verification of tank dimensions
  - Modifications to rigid air piping
- ~~WesTech recommends a laser level sensor to monitor the position of the inner membrane. There does not seem to be on the existing unit or listed in the specifications.~~

Installation will be by the contractor, not the manufacturer of the dual membrane gas-holder system.

Due to the increased wear in the membranes due to the membrane crown connection, WesTech will offer a dual membrane gasholder with a gas connection through the side of the membranes.

WesTech will provide 304 SS clamping bars, all connections with the membranes will also be 304 SS

Gas withdrawal will be through the membranes on the side of the tank, not at the membrane crown. Gas withdrawal flanges will be 304SS.

bars cannot be tightened to 50 foot-pounds of torque or they are not correctly positioned for the replacement membrane cover.

- 2. Furnish and install replacement air supply system components for both Anaerobic Digesters No. 1 and 2, including:
  - ✓ a. Membrane Air Supply Fans No. 1, 2, and 3 (130-M-2431, 130-M-2441, and 130-M-2451) with discharge check valves and straight rubber hump adapters with T-bolt clamps for connection of fans to inlet and discharge piping. Removed Air Supply Fan No. 2 is to be turned over to the Owner for use as a spare. Each anaerobic digester dual membrane cover will have one duty fan and a common stand by fan.
  - ✓ b. Air Pressure Control Valves No. 1 and 2 (130-PCV-2436 and 130-PCV-2435). Removed Air Pressure Control Valve No. 2 is to be turned over to the Owner for use as a spare.
  - c. All air system ducting, piping, valves, fittings and flexible tubing as required for installation of new air supply fans.
  - ✓ d. Pressure Gauges (130-PI-2414, 130-PI-2424, 130-PI-2432, 130-PI-2442, and 130-PI-2452).

WesTech will include the items listed in our proposal. Any additional items are not by WesTech.

### 1.03 SYSTEM DESCRIPTION

A. Specific design requirements related to this project for replacement of the Anaerobic Digester No. 1 dual membrane cover include:

- ✓ a. Internal tank diameter: 45'-1"
- ✓ b. Membrane cover height: 15'-9"
- ✓ c. Minimum digester gas storage at 2' of freeboard for tank wall: 20,000 cubic feet (cf)
- ✓ d. Normal gas operating pressure range: 3.5" to 8.0" W.C.
- ✓ e. Current normal gas operating pressure: 7.9" W.C.
- ✓ f. Maximum pressure relief setting: 9.5" W.C.
- ✓ g. Vacuum relief setting: 0.5" W.C.
- ✓ h. Maximum digester gas withdrawal rate: 200 cfm
- ✓ i. Structural design effective pressure: 14.4" W.C.
- ✓ j. Design wind speed: 90 mph
- ✓ k. Capacity of each air supply fan (standard conditions) R14N: 240 cfm at 14.0" W.C.
- ✓ l. Each fan motor: 2.0 HP, 230/460 V, TEFC
- ✓ m. Over pressure allowance 1.50" W.C.
- ✓ n. Membrane Restraint Cable System: 20 – ½" diameter galvanized restraint cables

✓ B. This specification sets forth minimum essential characteristics and requirements for dual membrane air pressurized digester gas-holder cover system for this project.

✓ C. Each membrane style gas-holder system shall consist of an outer, cable restrained, air supported sealing membrane, inner floating gas membrane, inner membrane system, air supply system, air pressure control system with safety devices, and electrical controls and all associated appurtenances. Membranes shall be sealed to top of digester wall cap and to cable tension hub located at center of cover.

WesTech will include the items included in our proposal. Any additional items are not by WesTech.

D. A flexible hose gas takeoff high shall connect to the gas storage chamber at the top center of the membrane cover to direct gas from the cover to rigid gas piping at the top of the tank.

WesTech will provide a side take-off through the membranes, we can located the connection near the existing gas piping.

✓ E. Create air chamber that shall be formed between outer air membrane and floating gas membrane. Gas storage chamber shall be formed between floating gas membrane and surface of sludge in digester.

✓ F. One (1) new membrane gas-holder fan shall be used to pressurize air chamber of each

digester. One of the three (3) new fans shall be utilized as a back up to pressurize air chamber of each digester. Provide two new air pressure control valves (130-PCV-2435 and 130-PCV-2436) in fan discharge piping to maintain air chamber pressure at required operating pressure, set by Owner for each digester. Force of air chamber pressure on gas membrane shall keep digester gas operating pressure for each digester essentially the same as air pressure until digester gas storage chamber is either full or empty.

G. Air supply system shall utilize existing Digester Cover Control Panel (130-LCP-2401) or furnish a new Digester Cover Control Panel at no additional cost if new fans are not compatible with the existing Digester Control Panel.

WesTech cannot provide a new control panel at no cost if the fans are not compatible with the existing panel. We anticipate the new fans will be compatible with the existing control panel, however we cannot confirm that at this time. If we are not able to provide fans compatible with the existing control panel, we can provide a change order for a new control panel.

✓ H. Existing internal membrane support 316 SS cable system is to remain in both anaerobic digesters.

#### 1.04 SUBMITTALS

##### A. Product Data and Shop Drawings:

✓ 1. Submit in accordance with Section 01 33 00 in sufficient detail to confirm compliance with the Drawings and this Section.

✓ 2. Shop drawings and design calculations shall be prepared and sealed by a registered Professional Engineer in the state of Indiana.

✓ 3. Fan submittal shall, at a minimum, include the items listed below:

- a. Manufacturer's specification data and descriptive literature.
- b. Performance data.
- c. Motors shall be in accordance with Section 26 05 84. The following data shall be submitted for each motor:

- 1) Designation
- 2) Horsepower
- 3) Phases
- 4) Voltage
- 5) Load amperes
- 6) Service factor
- 7) Frequency
- 8) Motor Code
- 9) Thermal protection

d. Wiring diagrams.

e. Register map for parameters to be monitored via the Owner's process control system.

✓ 4. Proposed coating system. Submit in accordance with Section 09 96 00.

✓ 5. Complete assembly and installation drawings.

✓ 6. Location of all appurtenances.

✓ 7. Quantity and type of spare parts being supplied. Spare parts shall be that needed to maintain the equipment in service for a period of two years. Include a list of special tools required for checking, testing, parts replacement, and maintenance.

✓ 8. Location of parts-supply facilities, service crews, and repair facilities.

Fans will be coated with manufacturer's standard coatings, all fabricated items will be 304 SS and shipped bare metal.

##### B. Instructional Services Documentation:

✓ 1. Submit in accordance with Section 01 79 30.

C. Operation and Maintenance (O&M) Data:

- ✓ 1. Submit in accordance with Section 01 78 23.

1.05 QUALITY ASSURANCE

- A. Manufacturer of dual membrane anaerobic digester cover system shall both furnish and install system, and shall assume sole responsibility for design, construction, installation and performance of system.
- ✓ B. Equipment Manufacturer shall have ten (10) or more years of experience in application, design, and manufacture and installation of dual membrane anaerobic digester covers installed on anaerobic digesters for wastewater treatment plants.
- ✓ C. Manufacturer of dual membrane anaerobic digester cover shall have furnished and installed no less than twenty-five (25) dual membrane digester covers on active digesters in the United States.

Installation will be by the contractor, not the manufacturer of the dual membrane gas-holder system.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall coordinate shipment of membranes such that membranes do not arrive on site until the Contractor is on-site to unload and store the membranes. The membranes shall be properly protected from the elements so that no damage or deterioration occurs from the time of delivery to the time when the installation is complete. **Should the membrane be damaged in any fashion during transit, during handling on site or during installation, the manufacturer will be responsible to supply a replacement membrane within 60 days of the incident causing the damage. Under no condition shall a repaired membrane be installed under this project.**
- ✓ B. All other equipment and parts should also not be shipped to the job site until the Contractor is on-site to unload and store the equipment and parts. The equipment and parts shall be properly protected from the elements so that no damage or deterioration occurs from the time of delivery to the time when the installation is complete and the units are placed into operation.
- ✓ C. Manufacturer shall define the requirements to properly protect the equipment and parts shipped to the job site.

WesTech is not installing the membranes, therefore we cannot take responsibility for the handling of the membranes by others. Further, WesTech cannot guarantee supply of a replacement membrane within 60 days, if the membranes are damaged through improper handling or installation WesTech will provide a change order for a new membrane as quickly as our fabricator can supply the new membrane.

1.07 WARRANTY

- A. Provide a 3-year full warranty on the membrane material followed by a 70% warranty in year four and then dropping off 10% every subsequent year thereafter.

1.08 PROJECT SITE CONDITIONS

- A. Conditions:
  - ✓ 1. New dual membrane digester cover will be installed on existing Anaerobic Digester No. 1 after removal of the existing dual membrane digester cover.
  - ✓ 2. Coordinate component sizes and assembly/disassembly requirements with existing digesters.
  - ✓ 3. If Contractor observes internal digester wall cracks then Contractor shall advise the Owner and Engineer so that arrangements can be made for the wall cracks to be sealed.

PART 2 – PRODUCTS

✓ 2.01 ACCEPTABLE MANUFACTURERS

- A. EVOQUA Water Technologies LLC of Waukesha, Wisconsin - Dystor® brand dual membrane style gas-holder system with high gas take-off.
- B. WesTech Engineering DuoSphere Double Membrane Gas Holder.
- C. Industrial & Environmental Concepts, Inc. Dual Membrane Digester Cover.

2.02 DESIGN REQUIREMENTS

- A. Dual membrane cover system shall be designed for mounting on existing digester wall approximate 45 feet – 1-inch internal diameter as indicated on the Drawings. Contractor and Manufacturer shall verify dimensions of existing tank and wall cap for Digester No. 1.
- ✓ B. Dual membrane cover system shall be designed to permit digester gas to be stored and maintained automatically at preset constant operating pressure, as stored gas volume varies on demand. System shall accommodate gas inflow rates of up to 200 cubic feet per minute (cfm) and gas withdrawal rates of up to 200 cfm.
- ✓ C. Operating pressure for system shall be adjustable from minimum of 3.5" water column (W.C.) to maximum of 8" W.C. without requiring addition or removal of ballast material. Adjustment shall merely involve setting pressure control valve relief pressure.
- ✓ D. Dual membrane cover system shall be designed to allow pressure increase of up to 1.5" W.C. above selected operating pressure to allow proper operation of waste gas and emergency relief systems.
- ✓ E. Dual membrane cover system shall be designed to withstand wind loads of up to 90 mph at maximum design operating and emergency relief pressure.
- F. Dual membrane cover system design shall allow sludge level in digester to be varied throughout entire side water depth of digester while still providing minimum gas storage volume above.
- ✓ G. All components of system in contact with digester gas shall either be made of materials that are not significantly affected by normal constituents of digester gas or shall be given protective coating resistant to these constituents.

WesTech has not included additional time on site to verify the tank dimensions. Verification of tank dimension will be by the contractor.

The DuoSphere will maintain the same usable gas storage capacity at all liquid levels; however the quantity of unusable gas stored will vary with the liquid level. The gas stored between the 316 SS membrane support cables and the liquid level will not be available to be withdrawn

2.03 MEMBRANE SYSTEM AND APPURTENANCES

- ✓ A. Variations from the following design parameters may be accepted upon clear evidence in the supplier's bid, which verifies to the Engineer that an alternate manufacturer's product provides equivalent strength and performance as specified herein.
- B. Air Membrane
  - ✓ 1. Outer air/sealing membrane shall be fabricated from high strength vinyl coated polyester fabric specifically designed for air supported structures, tension structures, and other high stress membrane applications. PVC coating shall be specially compounded to provide long fabric life through high resistance to abrasion, weathering and ultra-violet rays.
  - ✓ 2. Base fabric shall have weave structure of tire cord strength polyester yarns. Finished coated fabric shall have nominal weight of not less than 32 ounces per square yard.
  - ✓ 3. Air membrane material shall have minimum warp/fill tongue tear strength of 90/65 pounds and minimum strip tensile strength of 440/435 pounds per inch.
  - ✓ 4. Fabric shall be furnished with polymer alloy top finish to prevent plasticizer migration and

to provide improved weather ability, abrasion resistance and clean ability.

5. Air membrane shall be specially fabricated, using proven techniques for air supported structures, so that fabric stress will not exceed 50 pounds per inch at maximum design pressure, including wind loads.
6. All seams in contact with air chamber shall be made by heat or induction welding. Sewing in this area will not be acceptable.
7. Air membrane color shall be robin's egg blue. Final color selection shall be verified with Owner to match color of Anaerobic Digester No. 2 dual membrane cover.

WesTech designs to minimum safety factors based on the strength of the material rather than a maximum membrane stress.

For custom colors like robin's egg blue, WesTech must special order rolls of membrane material, for standard colors WesTech can use our fabricator's stock. Custom colors may result in a cost and lead time increase. WesTech's pricing and lead times are only valid for standard membrane colors of White, Grey, and Sandstone.

**Sandstone Color**

#### C. Gas Membrane

1. Gas membrane shall be fabricated from material that is highly resistant to normal constituents of digester gas. Material shall consist of polyester base fabric with PVC coating.
2. Base fabric shall have weave structure of tire cord strength polyester yarns. Finished coated fabric shall have nominal weight of not less than 32 ounces per square yard.
3. Gas membrane material shall have minimum warp/fill tongue tear strength of 90/65 pounds and minimum strip tensile strength of 440/435 pounds per inch.
4. All membrane seams exposed to gas shall be made by heat or induction welding. Sewing in this area will not be acceptable. Membrane shall be designed with reinforcing (if necessary) of same material such that, at maximum design pressures, stress in fabric will not exceed 50 pounds per inch.

WesTech designs to minimum safety factors based on the strength of the material rather than a maximum membrane stress.

#### D. Membrane Seals

1. At tank wall, membranes shall be sealed by common seal arrangement, using layers of neoprene on either side of each membrane.
2. Seal shall be held in place on top of digester wall cap by 4-inch wide aluminum clamping bars. Clamping replacement bar anchors shall be 304 stainless steel adhesive type with stainless steel washers and bronze nuts.
3. Seal shall be designed to provide minimum compression load of 30 psi over entire seal area.

WesTech will provide 304 SS clamping bars.

#### E. Restraining Cables

1. Air membrane shall be restrained by cables, arranged uniformly and extending radially from tension hub at center of air membrane to brackets mounted at digester wall cap.
2. Diameter, length, and quantity of cables shall be properly selected to comply with air membrane maximum design stress requirement of 50 pounds per inch including a 90 mph wind load.
3. At maximum design conditions, including wind loads, tension in cables shall not exceed 50% of rated minimum breaking strength of cables.
4. Cables shall be of galvanized bridge rope with open spelter sockets at each end for connection to center tension hub and wall cap brackets. Spelter socket/cable connection shall withstand load equal to 100% of rated minimum breaking strength of cable.

Gas takeoff will be through the side of the membranes, not the crown.

#### F. Cable Tension and Gas Takeoff Hub

1. Cable tension hub assembly shall be provided at geometric center of membranes for attaching inboard ends of restraining cables.
2. Cable tension hub itself shall be fabricated from single piece of 2024 aluminum or galvanized steel.
3. The rest of tension hub itself shall be fabricated from steel plates and shapes, and shall be finish painted prior to shipment by the Manufacturer.
4. Non-ferrous components shall be left unpainted.

Cable hub will be 304 SS.

All fabricated items will be 304 SS, WesTech does not anticipate finish coating anything in the shop.

G. Wall Brackets

- ✓ 1. Brackets shall be provided at digester wall cap to facilitate anchoring of cables. Wall brackets shall be hot dipped galvanized steel.
- 2. Wall bracket anchor bolts, washers and nuts shall be stainless steel, of number and size adequate to meet system design requirements.

WesTech has assumed the anchor bolts will be reused per 1.02.B.g. WesTech has included cost to replace no more than 25% of the anchor bolts.

2.04 AIR SYSTEM COMPONENTS

A. Air Supply Fans No. 1 (130-M-2431), 2 (13-M-2441), and 3 (130-M-2451).

- ✓ 1. Provide three (3) air fans for providing system pressure. The fans shall be rated to deliver 240 cfm at a 14" W.C. discharge pressure, based on standard inlet conditions.
- ✓ 2. The fan shall include TEFC, 2-hp, 3500 rpm, 230/460 volt, 3 phase, 60-Hertz motor in accordance with Section 26 05 84.
- ✓ 3. Fan construction shall include all welded steel housing and mounting frame with Manufacturer's standard finish inside and out. Fans shall be provided with AMCA "B" spark resistant construction, including riveted or welded aluminum alloy wheel and non-ferrous through plate.
- ✓ 4. Provide and install flexible connectors between fan and PVC air ducting.

B. Air Pressure Control Valves No. 1 (130-PCV-2436) and No. 2 (130-PCV-2435).

- ✓ 1. Provide 4-inch pressure relief valve of weighted diaphragm type with cover for setting cover operating pressure.
- ✓ 2. Valves shall be adjustable in 0.25" W.C. increments through operating range from 3.5" w.c. to 8" w.c.
- 3. Lower side of diaphragm housing shall be provided with connection (including flame check) for 1/2-inch OD stainless steel tubing that shall be connected to air chamber. Upper side of diaphragm housing shall have connection for venting to atmosphere.
- ✓ 4. All pressure plates shall be stamped with associated pressure in inches of W.C.
- ✓ 5. Provide one (1) additional 0.25" W.C. plates above specified operating pressure.

WesTech will provide a pallet style air PRV that does not require pressure tubing.

C. Gauges

- ✓ 1. Provide gauges with isolation valves at discharge of each fan (130-PI-2432, 130-PI-2442, and 130-PI-2452) and at air pressure control valves (130-PI-2414 and 130-PI-2424). Gauges shall be Dwyer Magnehelic®, series 2000.
- ✓ 2. Gauges at fan discharge shall have range of 0-20" w.c. Gauge at air pressure control valves shall have range of 0-15" w.c.

D. Air System Piping

- 1. All rigid air system piping shall be Schedule 80 PVC pipe.
- 2. Pressure control tubing shall be Type 316 SS.

Supply of and any required modifications to rigid air piping not by WesTech.

WesTech does not anticipate supplying any pressure control tubing.

2.05 MEMBRANE GAS HOLDER CONTROL PANEL

- A. Reuse existing digester cover control panel (130-LCP 2401) or furnish a new Digester Cover Control Panel at no additional cost if new fans are not compatible with the existing Digester Control Panel.

WesTech cannot provide a new control panel at no cost if the fans are not compatible with the existing panel. We anticipate the new fans will be compatible with the existing control panel, however we cannot confirm that at this time. If we are not able to provide fans compatible with the existing control panel, we can provide a change order for a new control panel.

**Confirmed - Panel is compatible**

### PART 3 – EXECUTION

#### 3.01 INSTALLATION

- ✓ A. The Owner will remove all sludge, grit, water, and debris from the interior of Anaerobic Digester No. 1 tank prior to the Contractor initiating work on the digester.
- ✓ B. The new Digester No. 1 dual membrane cover shall be erected and installed in strict conformance with the approved shop drawings and manufacturer's recommendations.
- ✓ C. The existing gas membrane support cable systems in Anaerobic Digesters No. 1 is to remain in place. If the new replacement dual membrane cover for Anaerobic Digester No. 1 is not compatible with its membrane support cable system, then the system shall be modified as appropriate. If the Contractor finds that the membrane support cable system in Anaerobic Digester No. 1 is deteriorated or damaged, then the Contractor shall advise the Owner and Engineer so that a decision on appropriate action can be made.

#### 3.02 FIELD TESTING

- ✓ A. Tests shall be conducted in the presence of the Owner and Engineer unless otherwise approved.
- ✓ B. Leak testing of membrane seals shall be performed by system installer and witnessed by Owner or Owner's representative.
- ✓ C. With gas line closed, air system fan shall be used to blow air into gas storage chamber through test connection provided on gas takeoff piping. After unit has been inflated, test connection shall be capped and fan connected to air chamber.
- ✓ D. Once cables have been properly aligned, gas and air chambers shall then be pressurized to maximum design operating pressure by installing proper weights on air pressure control valve and pressure/vacuum relief valve.
- ✓ E. Soapsuds solution shall then be applied to membrane seals around wall cap. Any area of seals observed to be leaking shall be resealed.

#### 3.03 FIELD QUALITY CONTROL

##### A. Manufacturer's Field Services:

- ✓ 1. Representative for equipment specified herein shall be present at Project Site or classroom designated by Owner for minimum workdays specified below, travel time excluded, for assistance during construction, startup, and post-startup. Include minimum of:
  - ✓ a. Up to 5 workdays for Installation Services. Time shall be split into up to 5 sessions: 1) an installation inspection for Digester No. 1 cover; 2) an installation inspection and leakage testing inspection for Air Supply Fan No. 3 and Air Pressure Control Valve No. 1 and associated air system components; 3) leak testing inspection for Digester No. 1 cover; 4) an installation inspection and leakage testing inspection for Air Supply Fan No. 1 and Air Pressure Control Valve No. 2 and associated air system components; and 5) and installation inspection and leakage testing inspection for Air Supply Fan No. 2 and associated air system components.
  - ✓ b. 1 workday for Instructional Services.
  - ✓ c. 1 workday for Post-Startup Services

2. In addition to services specified above, provide manufacturer's services as required to successfully complete system demonstration as specified in Section 01 79 10 for each digester.

Section 01 79 10 does not seem to require any time on site in addition to what is called out above. WesTech has included the 7 days on site above. Any additional time on site can be purchased at our daily rate listed in our proposal plus expenses.

END OF SECTION

**From:** [Brad Yoder](#)  
**To:** [Singer, JameyB](#)  
**Cc:** [Troy Jennings](#); [Steven P. Gress \(sgress@donohue-associates.com\)](mailto:sgress@donohue-associates.com); [Sailor, Dustin](#); [Minnick, Brad](#); [Kerezman, Jim](#); [Riggs, Charlie](#)  
**Subject:** RE: Goshen Digester Cover  
**Date:** Thursday, February 26, 2026 3:50:54 PM  
**Attachments:** [image001.png](#)  
[Proposal\\_2560417.F\\_Rev0\\_jbs\\_Comments\\_2025.12.29.pdf](#)

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jamey,

I was able to discuss with Westech today and they're able to match pricing with **no increase to the contract**. This **includes the 5 year prorated warranty** vs. a 10 year prorated warranty.  
Contract price would remain at \$678,915.00.

-Brad Yoder



**Engineering Department  
CITY OF GOSHEN**

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

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

## Memorandum

To: Goshen Board of Public Works & Safety

From: Engineering Department

RE: **BIENNIAL BRIDGE INSPECTIONS - APPROVAL OF PROFESSIONAL SERVICES  
CONSULTANT CONTRACT WITH UNITED CONSULTING  
(JN 2026-0003)**

Date: March 24, 2026

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The Engineering Department received proposals from two (2) consultants in response to our Goshen Bridge Improvements Design Work RFP, due 2-27-2026. A scoring team evaluated each proposal based upon the RFP's review process and has chosen United Consulting as the highest-scoring consultant.

United Consulting has submitted fee proposal for the estimated 1.5-year duration of the Bridge Improvements Design Work project, for a total amount not-to-exceed \$64,400. The anticipated cost impacts are \$34,100 for work completed on or before October 15, 2026 and the remaining \$30,300 to be completed on or before October 15, 2027.

This contract is paid based on negotiated labor rates, as detailed in the attached contract.

***Suggested Motion:*** Approve the Professional Services consultant contract with United Consulting, for the Bridge Improvements Design Work project, for a not-to-exceed amount of \$64,400.00.

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

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Barb Swartley, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Michael Landis, Member



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

## MEMORANDUM

TO: Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CHANGE ORDER NO. 2  
COLLEGE AVENUE SANITARY ENCASEMENT (JN: 2025-0027)**

DATE: March 26, 2026

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Attached please find Change Order No. 2 – A Balancing Change Order with Additions.

Change Order No. 2 increases the current contract price \$21,382.00, making the final contract amount \$211,911.00, a 11.2% increase over the original contract of \$190,529.00.

The contract increased because groundwater levels encountered during the project were higher than what was understood at the time of bidding from soil borings and therefore additional work and time were required for dewatering beyond what was anticipated. Change Order No. 2 also includes costs for additional clean backfill material required due to unsuitable native soils and a wider-than-anticipated trench, which was necessary to preserve existing utilities near the proposed sanitary sewer and to provide space for welding steel casing pipe sections in the trench.

<b>Original contract amount</b>	<b>\$190,529.00</b>
Change Order No. 1	\$ 0.00
Change Order No. 2	\$ 21,382.00
<b>Revised contract amount</b>	<b>\$211,911.00</b>

**Suggested Motion: Move to approve the balancing Change Order No. 2 for the College Avenue Sewer Encasement project, increasing the contract \$21,382.00, for a final contract amount of \$211,911.00.**

**CHANGE ORDER FORM**

Pg 1 of 3

Change Order No. 2  
Date: 3/26/2026

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

OWNER: City of Goshen  
PROJECT NAME: College Avenue Sanitary Encasement  
PROJECT NUMBER: 2025-0027  
CONTRACTOR: Niblock Excavating, Inc.

**I. DESCRIPTION OF WORK INVOLVED**

Groundwater levels encountered during the project were higher than what was understood at the time of bidding from soil borings. Change Order No. 2 covers compensation requested by the Contractor for additional work and time required for dewatering beyond what was anticipated. Change Order No. 2 also includes costs for additional clean backfill material required beyond the plan quantity, due to unsuitable native soils and a wider-than-anticipated trench. The Contractor needed to widen the trench box to preserve existing utilities in close proximity to the proposed sanitary sewer and also provide space for welding steel casing pipe sections in place in the trench.

Finally, Change Order No. 2 also serves as a balancing Change Order to close the project.

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Cost</u>
CO2.1	Borrow	350	CYD @	\$ 40.00	\$14,000.00
CO2.2	Dewatering	1	LSUM @	\$ 12,351.00	\$12,351.00
7	Compacted Aggregate, No. 8	-110	CYD @	\$ 65.00	-\$7,150.00
8	Concrete Removal	49	SYD @	\$ 53.00	\$2,597.00
9	PVC Pipe, 12" DR 25 C900 Certa-Lok RJIB PVC	-2	LFT @	\$ 208.00	-\$416.00
<b>Subtotal=</b>					<b>\$21,382.00</b>

## CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 2

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$190,529.00
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 1 to <u>1</u>	\$0.00
3. Amount of Contract, not including this supplement	\$190,529.00
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$21,382.00
5. Amount of Contract, including this supplemental	\$211,911.00
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$21,382.00
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)	11.22%

### 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 0 calendar days.

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 x-2562, 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.

**CHANGE ORDER FORM**

**RECOMMENDED FOR ACCEPTANCE**

\_\_\_\_\_  
Dustin K. Sailor, P.E.  
Director of Public Works

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
Niblock Excavating

**BY:** \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **HHI KERCHER RD. PROPERTIES 24, LLC, MAJOR SUBDIVISION  
ACCEPTANCE OF DRAINAGE PLAN (JN: 2025-2007)**

DATE: March 26, 2026

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Pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, the Goshen Engineering Department has reviewed the drainage plan for the HHI Kercher Rd. Properties 24, LLC Subdivision on behalf of the Board of Public Works and Safety. Based on this review, the department finds that the proposed drainage improvements are adequate to manage on-site runoff generated by a 1-hour, 100-year storm event, equivalent to approximately 3 inches of rainfall over 24 hours.

The subdivision consists of two lots located east of Lincolnway East (U.S. 33), north of Kercher Road, and west of Supreme Court Drive. Lot 1 (4.48 acres) is proposed for development as a convenience store and fueling station and will utilize an underground infiltration gallery for stormwater management. Lot 2 (3.08 acres) is planned for clearing and redevelopment, with no initial vertical development proposed. Stormwater for Lot 2 will be managed through a retention basin. In total, the two lots will provide approximately 1.18 acre-feet of stormwater storage.

The Goshen Engineering Department recommends that the Board accept the drainage plan for the proposed subdivision, with the understanding that the department's review is limited to general conformance with accepted engineering practices. Acceptance of the drainage plan by the City does not guarantee that the system will function as intended, nor does it imply that the City assumes any liability for design deficiencies or failures. Any concerns or issues related to the design or performance of the drainage improvements must be directed to the developer's licensed professional(s).

***Suggested Motion: Move to accept the drainage plan for the HHI Kercher Rd. Properties 24, LLC. Subdivision, as prepared by the developer's Indiana-licensed professional engineer, with the acknowledgment that the City does not guarantee the performance of the drainage system and assumes no liability for any failure of the design.***

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

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Gina Liechty, Mayor

---

Mike Landis, Member

---

Mary Nichols, Member

---

Barb Swartley, Member

---

Orv Myers, Member



STORMWATER DEPARTMENT  
CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
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## MEMORANDUM

**TO:** City of Goshen Board of Public Works and Safety

**FROM:** Stormwater Management Department

**RE:** **POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN APPROVAL  
DAVE CARTER & ASSOCIATES AMENDMENT #2  
(JN: 2021-2007 AND 2026-2003)**

**DATE:** March 26, 2026

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The developer of Dave Carter & Associates, affecting one (1) or more acres of land and located at 2434 Century Drive, has submitted a sufficient post-construction stormwater management plan amendment that is compliant with Ordinance 5228, "Stormwater Management."

This amendment covers both a building addition constructed in 2021, and a parking expansion to be constructed in 2026. This is amendment #2 to the original PCSMP, which was accepted on July 22, 2013, and amendment #1, which was accepted on July 22, 2019.

The Stormwater Management Department requests the Board of Public Works and Safety's acceptance of the post-construction stormwater management plan.

Full document available upon request.

**Requested Motion: Accept the post-construction stormwater management plan for Dave Carter & Associates Amendment #2 as it has been found to meet the requirements of City Ordinance 5228.**

---



**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Donald R. Shuler, Assistant City Attorney**

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

donshuler@goshencity.com • goshen.in.gov  
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

March 26, 2026

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Compliance Hearings – 1705 West Plains Drive, Goshen, Indiana

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These matters are before the Board in its capacity as the City's Unsafe Building Hearing Authority. An Order of the City of Goshen Building Commissioner was issued for seven (7) different units within the residential apartment building at 1705 west Plains. The Orders for Units 5-101, 5-102, 5-201, and 5-202 were issued on May 2, 2025; the Orders for Units 5-301, 5-302, and 7-102 were issued on September 26, 2025. Each of these Orders required various repairs to be made to bring each rental unit into full compliance the requirements under Goshen City Code to be occupied.

The Building Commissioner issued an Order for Compliance Hearing for all seven (7) units on March 13, 2026, scheduling today's hearing. At the hearing, the Board may receive reports, evidence, and arguments from the Building Department, the property owner, City staff, and any other individual wishing to speak to the property and the individual units. Based on the findings the Board makes, the Board may:

1. Continue the matter for further review.
2. Modify the Order.
3. Rescind the order.
4. Affirm the Order and, if warranted, impose a civil penalty if the Board specifically finds that there has been a willful failure to comply.
5. Take any other action permitted by law to address the unsafe premises, such as authorizing action for receivership or other legal action.

For any action resulting in an Order, the Board should make specific findings in support.

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER FOR COMPLIANCE HEARING**

March 13, 2026

IN RE: Violation of Goshen City Code

Property Address: 1705 West Plains Drive  
Property Tax Code: 20-11-09-126-012.000-015  
Property Owner: Cecil J. Bontreger  
Substantial Property Interest of Record: None  
Property Legal Description:

A part of the Northwest Quarter (NW ¼) of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows:

Commencing at an iron pipe that is north thirty-four (34) degrees forty-five (45) minutes west, seven hundred forty five (745) feet from the southwest corner of Lot Number 12 in Westplains Subdivision (recorded in Plat Book 5, page 48 in the Office of the Recorder of Elkhart County, Indiana); thence north fifty-five (55) degrees fifteen (15) minutes east one hundred twenty-five and three tenths (125.3) feet to an iron stake; thence north eighty-nine (89) degrees eleven (11) minutes east thirty-six (36) feet to the place of beginning of this description; thence continuing north eighty-nine (89) degrees eleven (11) minutes east two hundred twelve (212) feet to an iron stake; thence north zero (0) degrees forty-five (45) minutes west one hundred fifty-seven (157) feet to an iron stake; thence south eighty-nine (89) degrees five (5) minutes west two hundred twelve (212) feet; thence south zero (0) degrees forty-five (45) minutes east one hundred fifty-seven (157) feet to the place of beginning of this description.

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A compliance hearing has been scheduled to review compliance with the Building Commissioners Orders issued May 2, 2025 and September 26, 2025 (collectively, the "Orders"), concerning the property and unsafe building at 1705 West Plain Drive, Goshen, Indiana, Goshen, Indiana (the "Property"). Said hearing will take place on **Thursday, March 26, 2026, at 4:00 p.m. (local time)**, or as soon thereafter as the matter may be heard. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana, and will be conducted by the City of Goshen Board of Public Works and Safety, the City's Unsafe Building Hearing Authority.

The following Orders were issued and served by the City of Goshen Building Commissioner on May 2, 2025, pursuant to the Indiana Unsafe Building Law, I.C. § 36-7-9-1 *et seq.*, and the City of Goshen Neighborhood Preservation Ordinance, Goshen City Code § 6.3.1, for the following residential units within the structure located on the Property:

- 1705 West Plains Drive, Unit 101
- 1705 West Plains Drive, Unit 102

- 1705 West Plains Drive, Unit 201
- 1705 West Plains Drive, Unit 202

The following orders were issued and served by the City of Goshen Building Commissioner on September 26, 2025, pursuant to the Indiana Unsafe Building Law, I.C. § 36-7-9-1 *et seq.*, and the City of Goshen Neighborhood Preservation Ordinance, Goshen City Code § 6.3.1, for the following residential units within the structure located on the Property:

- 1705 West Plains Drive, Unit 301
- 1705 West Plains Drive, Unit 302
- 1707 West Plains Drive, Unit 102

The May 2, 2025 Orders required the Property Owner to complete the necessary actions and repairs to bring the respective residential unit into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. Said required actions and repairs included, among other things:

- Repair and/or replacement of torn and missing floor coverings;
- Securing and making weather tight all foundations, floors, walls, ceilings, and roofs, including all windows and doors;
- Repair and/or replacement of necessary systems to provide each unit with operable electrical, mechanical, heating, and plumbing systems;
- Repair and/or replacement of damaged and rotted windows and window trim; and
- Such additional unit-specific repairs as set forth in each respective Order.

The May 2, 2025 Orders required completion of the above actions and repairs, or substantial progress toward completion, within forty-five (45) days of service.

Following the expiration of the compliance period for the May 2, 2025 Orders without compliance, the Building Commissioner imposed civil penalties pursuant to I.C. § 36-7-9-7.5 in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) against the Property owner for each of the four units subject to those Orders, for a total of Ten Thousand Dollars (\$10,000.00). Said civil penalties were assessed as special assessments against the Property and collected with property taxes pursuant to I.C. §§ 36-7-9-7.5(d) and 36-7-9-13.5. Notwithstanding the imposition and collection of said civil penalties, the Property Owner has not taken sufficient remedial action with respect to any of the units subject to the May 2, 2025 Orders.

The September 26, 2025 Orders required the Property Owner to complete the necessary actions and repairs to bring each respective residential unit into compliance with the minimum housing standards that permit that human habitation, occupancy, or use under the Neighborhood Preservation Ordinance, including attaining all required permits and inspections. Said required actions and repairs included, among other things:

- Repair, replacement, and/or restoration of operable electrical, gas, plumbing, water heating, and heating systems;
- Repair and/or replacement of torn, damaged, stained, or failing flooring and subfloor materials; and
- Such additional unit-specific repairs as set forth in each respective Order.

The September 26, 2025 Orders required completion of the above actions and repairs, or substantial progress toward completion, within thirty (30) days of service.

Each of the Orders became final without a hearing being requested by the Property Owner or any person holding an interest in the Property.

In addition to the units that are the subject of the Orders identified above, the Building Commissioner has inspected the Property and determined that the remaining vacant residential units within the structure at the Property – being Units 202, 301, and 302 at 1707 West Plains, and Units 101, 102, 201, 202, 301, and 302 at 1709 West Plains – are in substantially the same condition as the units identified above, with none of said units maintaining operable electrical, plumbing, heating, or mechanical systems, and none being maintained in a manner that would permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. The Property as a whole has not been maintained in compliance with the minimum standards for structures required for purposes of health and safety under I.C. § 36-7-9-4. The condition of the Property has contributed to nuisance conditions and has required the provision of local government services in excess of those required by ordinary properties.

As of the date of this Order, the Building Commissioner has determined that the Property Owner has not provided evidence of compliance with any of the Orders identified above.

During the hearing, the Hearing Authority may:

- (1) confirm compliance if evidence is presented that the necessary actions and repairs have been completed;
- (2) confirm non-compliance with the Orders and issue a continuous enforcement order pursuant to I.C. 36-7-9-7(g);
- (3) Confirm non-compliance and authorize the Building Commissioner to proceed with appropriate remedial action under Indiana Code §§ 36-7-9-10 or -11;
- (4) Confirm non-compliance with the Orders and authorize the Building Commissioner to proceed with civil action under I.C. § 36-7-9-17, including

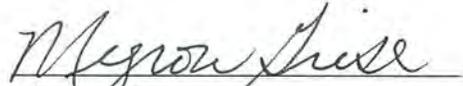
seeking the appointment of a receiver for the entire Property pursuant to I.C. §§ 36-7-9-20 or 36-7-9-20.5;

- (5) issue a civil penalty in an amount not to exceed Five Thousand Dollars (\$5,000.00) per Order upon a finding of willful failure to comply with each such Order, pursuant to I.C. § 36-7-9-7(e), provided that any such civil penalty must be separately imposed as to each Order and the unit that is the subject thereof, upon a finding that: significant work on the premises to comply with the affirmed Building Commissioner's Order has not been accomplished; the premises have a negative effect on property values or the quality of life of the surrounding area; or the premises require the provision of services by local government in excess of the services required by ordinary properties; or
- (6) take other actions permitted by law to resolve the unsafe conditions on the Property.

You are required to attend this hearing or send an authorized representative on your behalf. You may present evidence, such as photographs, invoices, or reports, to the Hearing Authority. You have the right to question or cross-examine any witnesses who testify at the hearing.

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

This Order for Compliance Hearing is issued on March 13, 2026.

  
Myron Grise  
Building Commissioner

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

May 2, 2025

IN RE: Violation of Goshen City Code

Property Address: 1705 West Plains Drive, Unit 101

Property Tax Code: 20-11-09-126-012.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest of Record: None

---

**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-126-012.000-015; commonly known as 1705 West Plains Drive, Unit 101, Goshen, Indiana, said Unit existing on real estate more particularly described as follows:

A part of the Northwest Quarter (NW ¼) of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows:

Commencing at an iron pipe that is north thirty-four (34) degrees forty-five (45) minutes west, seven hundred forty five (745) feet from the southwest corner of Lot Number 12 in Westplains Subdivision (recorded in Plat Book 5, page 48 in the Office of the Recorder of Elkhart County, Indiana); thence north fifty-five (55) degrees fifteen (15) minutes east one hundred twenty-five and three tenths (125.3) feet to an iron stake; thence north eighty-nine (89) degrees eleven (11) minutes east thirty-six (36) feet to the place of beginning of this description; thence continuing north eighty-nine (89) degrees eleven (11) minutes east two hundred twelve (212) feet to an iron stake; thence north zero (0) degrees forty-five (45) minutes west one hundred fifty-seven (157)

feet to an iron stake; thence south eighty-nine (89) degrees five (5) minutes west two hundred twelve (212) feet; thence south zero (0) degrees forty-five (45) minutes east one hundred fifty-seven (157) feet to the place of beginning of this description.

## **Section 2.**

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

1. The unit's floors have areas where torn covering is need of replacement or there are missing floor coverings and thus the floors have not been maintained in good repair, a violation of Section 6.3.1.1(b).
2. The unit's walls have cracks and thus have not been kept in good repair, a violation of Section 6.3.1.1(b).
3. The unit's ceilings have cracks and thus have not been kept in good repair, a violation of Section 6.3.1.1(b).
4. The unit shows signs of accumulating moisture, indicative that the unit is not reasonably weather tight, a violation of Section 6.3.1.1(b).
5. The unit has no active electrical service and thus the electrical system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
6. The unit has no active gas service and the furnace is inoperable and thus the heating system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
7. The unit has no active plumbing and water service, and thus the plumbing system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
8. The unit's water heater is inoperable and not safely installed, a violation of Section 6.3.1.1(a).
9. Window trim in the unit shows rotted, damaged wood; therefore the windows have not been kept reasonably weather right and in good repair, a violation of Section 6.3.1.1(d).

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). Further, the unit is vacant and not maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

### **Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include the following:

- Repair and/or replace torn floor coverings and missing floor coverings
- Securing and making weather tight all foundations, floors, walls, ceilings, and roofs, including all windows and doors.
- Repairing all cracks in walls and ceilings.
- Repair and/or replacement of necessary systems to provide the unit with operable electrical, mechanical, heating, and plumbing systems.
- Repair and/or replacement of damaged and rotted windows and window trims.

You are hereby **FURTHER ORDERED** to complete all said work or make substantial progress towards completion within forty-five (45) days.

### **Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City's Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner's Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

**Section 5.**

**You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.**

**Section 6.**

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

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

**Section 7.**

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

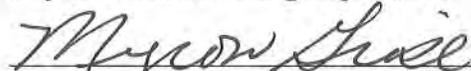
**Section 8.**

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation

Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on May 2, 2025.

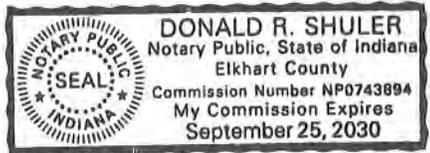
City of Goshen Building Department

  
Myron Grise, Building Commissioner

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said county and State, this May 2, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

  
\_\_\_\_\_  
Notary Public



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1705 West Plains Drive, Unit 101, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on May 2, 2025.

Cecil J. Bontreger  
61818 County Road 33  
Goshen, Indiana 46528



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

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

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

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

May 2, 2025

IN RE: Violation of Goshen City Code

Property Address: 1705 West Plains Drive, Unit 102

Property Tax Code: 20-11-09-126-012.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest of Record: None

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**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-126-012.000-015; commonly known as 1705 West Plains Drive, Unit 102, Goshen, Indiana, said Unit existing on real estate more particularly described as follows:

A part of the Northwest Quarter (NW ¼) of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows:

Commencing at an iron pipe that is north thirty-four (34) degrees forty-five (45) minutes west, seven hundred forty five (745) feet from the southwest corner of Lot Number 12 in Westplains Subdivision (recorded in Plat Book 5, page 48 in the Office of the Recorder of Elkhart County, Indiana); thence north fifty-five (55) degrees fifteen (15) minutes east one hundred twenty-five and three tenths (125.3) feet to an iron stake; thence north eighty-nine (89) degrees eleven (11) minutes east thirty-six (36) feet to the place of beginning of this description; thence continuing north eighty-nine (89) degrees eleven (11) minutes east two hundred twelve (212) feet to an iron stake; thence north zero (0) degrees forty-five (45) minutes west one hundred fifty-seven (157)

feet to an iron stake; thence south eighty-nine (89) degrees five (5) minutes west two hundred twelve (212) feet; thence south zero (0) degrees forty-five (45) minutes east one hundred fifty-seven (157) feet to the place of beginning of this description.

## **Section 2.**

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

1. The unit's floors have areas where torn covering is need of replacement or there are missing floor coverings and thus the floors have not been maintained in good repair, a violation of Section 6.3.1.1(b).
2. The unit shows signs of accumulating moisture, indicative that the unit is not reasonably weather tight, a violation of Section 6.3.1.1(b).
3. The unit has no active electrical service and thus the electrical system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
4. The unit has no active gas service and the furnace is inoperable and thus the heating system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
5. The unit has no active plumbing and water service, and thus the plumbing system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
6. The unit's water heater is inoperable and not safely installed, a violation of Section 6.3.1.1(a).
7. The unit's bathroom sink plumbing is not in proper working order, a violation of Section 6.3.1.1(a).
8. Window trim in the unit shows rotted, damaged wood; therefore the windows have not been kept reasonably weather right and in good repair, a violation of Section 6.3.1.1(d).
9. The concrete steps for entry and exist to the rear of the unit are beginning to shift, indicative that they have not been maintained in sound condition and good repair, a violation of Sections 6.3.1.1(e) and (j).

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). Further, the unit is vacant and not

maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

**Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include the following:

- Repair and/or replace torn floor coverings and missing floor coverings
- Securing and making weather tight all foundations, floors, walls, ceilings, and roofs, including all windows and doors.
- Repair and/or replacement of necessary systems to provide the unit with operable electrical, mechanical, heating, and plumbing systems.
- Repair and/or replacement of damaged and rotted windows and window trims.
- Repair and/or replacement of exterior rear concrete steps to ensure safe ingress and egress.

You are hereby **FURTHER ORDERED** to complete all said work or make substantial progress towards completion within forty-five (45) days.

**Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City's Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing

witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner's Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

**Section 5.**

**You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.**

**Section 6.**

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

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

**Section 7.**

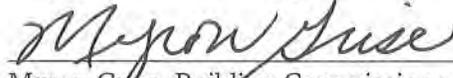
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

**Section 8.**

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

This Order of the City of Goshen Building Commissioner is issued on May 2, 2025.

City of Goshen Building Department



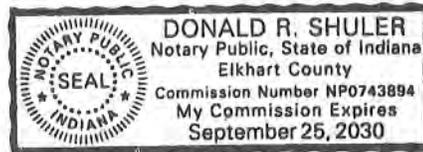
Myron Grise, Building Commissioner

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned, a Notary Public in and for said county and State, this May 2, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



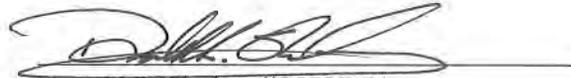
Notary Public



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1705 West Plains Drive, Unit 102, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on May 2, 2025.

Cecil J. Bontreger  
61818 County Road 33  
Goshen, Indiana 46528



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

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

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

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

May 2, 2025

IN RE: Violation of Goshen City Code

Property Address: 1705 West Plains Drive, Unit 201

Property Tax Code: 20-11-09-126-012.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest of Record: None

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**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-126-012.000-015; commonly known as 1705 West Plains Drive, Unit 201, Goshen, Indiana, said Unit existing on real estate more particularly described as follows:

A part of the Northwest Quarter (NW ¼) of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows:

Commencing at an iron pipe that is north thirty-four (34) degrees forty-five (45) minutes west, seven hundred forty five (745) feet from the southwest corner of Lot Number 12 in Westplains Subdivision (recorded in Plat Book 5, page 48 in the Office of the Recorder of Elkhart County, Indiana); thence north fifty-five (55) degrees fifteen (15) minutes east one hundred twenty-five and three tenths (125.3) feet to an iron stake; thence north eighty-nine (89) degrees eleven (11) minutes east thirty-six (36) feet to the place of beginning of this description; thence continuing north eighty-nine (89) degrees eleven (11) minutes east two hundred twelve (212) feet to an iron stake; thence north zero (0) degrees forty-five (45) minutes west one hundred fifty-seven (157)

feet to an iron stake; thence south eighty-nine (89) degrees five (5) minutes west two hundred twelve (212) feet; thence south zero (0) degrees forty-five (45) minutes east one hundred fifty-seven (157) feet to the place of beginning of this description.

### **Section 2.**

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

1. The unit's floors have areas where torn covering is need of replacement, thus the floors have not been maintained in good repair, a violation of Section 6.3.1.1(b).
2. The unit has no active electrical service and thus the electrical system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
3. The unit has no active gas service and the furnace is inoperable and thus the heating system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
4. The unit has no active plumbing and water service, and thus the plumbing system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
5. The unit's water heater is inoperable and not safely installed, a violation of Section 6.3.1.1(a).
6. Window trim in the unit shows rotted, damaged wood; therefore the windows have not been kept reasonably weather right and in good repair, a violation of Section 6.3.1.1(d).

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). Further, the unit is vacant and not maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

### **Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood

Preservation Ordinance. Said actions and repairs, among other considerations, must include the following:

- Repair and/or replace torn floor coverings and missing floor coverings
- Securing and making weather tight all foundations, floors, walls, ceilings, and roofs, including all windows and doors.
- Repair and/or replacement of necessary systems to provide the unit with operable electrical, mechanical, heating, and plumbing systems.
- Repair and/or replacement of damaged and rotted windows and window trims.

You are hereby **FURTHER ORDERED** to complete all said work or make substantial progress towards completion within forty-five (45) days.

**Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City's Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner's Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

**Section 5.**

**You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.**

**Section 6.**

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

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

**Section 7.**

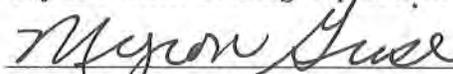
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

**Section 8.**

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

This Order of the City of Goshen Building Commissioner is issued on May 2, 2025.

City of Goshen Building Department

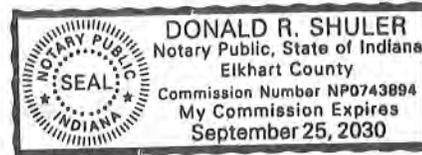


Myron Grise, Building Commissioner

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned, a Notary Public in and for said county and State, this May 2, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

  
\_\_\_\_\_  
Notary Public



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1705 West Plains Drive, Unit 201, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on May 2, 2025.

Cecil J. Bontreger  
61818 County Road 33  
Goshen, Indiana 46528



---

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

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

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

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

May 2, 2025

IN RE: Violation of Goshen City Code

Property Address: 1705 West Plains Drive, Unit 202

Property Tax Code: 20-11-09-126-012.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest of Record: None

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**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-126-012.000-015; commonly known as 1705 West Plains Drive, Unit 202, Goshen, Indiana, said Unit existing on real estate more particularly described as follows:

A part of the Northwest Quarter (NW ¼) of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows:

Commencing at an iron pipe that is north thirty-four (34) degrees forty-five (45) minutes west, seven hundred forty five (745) feet from the southwest corner of Lot Number 12 in Westplains Subdivision (recorded in Plat Book 5, page 48 in the Office of the Recorder of Elkhart County, Indiana); thence north fifty-five (55) degrees fifteen (15) minutes east one hundred twenty-five and three tenths (125.3) feet to an iron stake; thence north eighty-nine (89) degrees eleven (11) minutes east thirty-six (36) feet to the place of beginning of this description; thence continuing north eighty-nine (89) degrees eleven (11) minutes east two hundred twelve (212) feet to an iron stake; thence north zero (0) degrees forty-five (45) minutes west one hundred fifty-seven (157)

feet to an iron stake; thence south eighty-nine (89) degrees five (5) minutes west two hundred twelve (212) feet; thence south zero (0) degrees forty-five (45) minutes east one hundred fifty-seven (157) feet to the place of beginning of this description.

## **Section 2.**

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

1. The unit's floors have areas where torn covering is need of replacement, thus the floors have not been maintained in good repair, a violation of Section 6.3.1.1(b).
2. The unit's walls have cracks and thus have not been kept in good repair, a violation of Section 6.3.1.1(b).
3. The unit's interior walls have chipped and peeling paint, in addition to graffiti, a violation of Sections 6.3.1.1(b) and (g).
4. The unit has no active electrical service and thus the electrical system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
5. The unit has no active gas service and the furnace is inoperable and thus the heating system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
6. The unit has no active plumbing and water service, and thus the plumbing system has not been maintained in proper working order, a violation of Section 6.3.1.1(a).
7. The unit's water heater is inoperable and not safely installed, a violation of Section 6.3.1.1(a).

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). Further, the unit is vacant and not maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

## **Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood

Preservation Ordinance. Said actions and repairs, among other considerations, must include the following:

- Repair and/or replace torn floor coverings and missing floor coverings
- Repair all cracks walls, remove all chipped and peeling paint, and ensure all interior painted surfaces are properly coated and weather tight.
- Repair and/or replacement of necessary systems to provide the unit with operable electrical, mechanical, heating, and plumbing systems.
- Repair and/or replacement of damaged and rotted windows and window trims.

You are hereby **FURTHER ORDERED** to complete all said work or make substantial progress towards completion within forty-five (45) days.

#### **Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City's Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner's Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

#### **Section 5.**

**You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.**

**Section 6.**

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

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

**Section 7.**

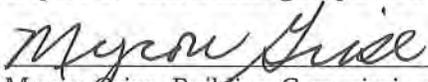
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

**Section 8.**

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

This Order of the City of Goshen Building Commissioner is issued on May 2, 2025.

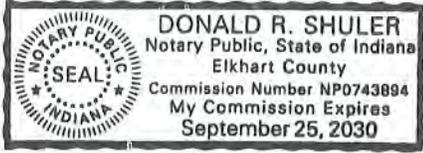
City of Goshen Building Department

  
\_\_\_\_\_  
Myron Grise, Building Commissioner

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned, a Notary Public in and for said county and State, this May 2, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

  
\_\_\_\_\_  
Notary Public



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1705 West Plains Drive, Unit 202, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on May 2, 2025.

Cecil J. Bontreger  
61818 County Road 33  
Goshen, Indiana 46528



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

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

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

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

September 26, 2025

IN RE: Violation of Goshen City Code  
Property Address: 1705 West Plains Drive, Unit 301  
Property Tax Code: 20-11-09-126-012.000-015  
Property Owner: Cecil J. Bontreger  
Substantial Property Interest of Record: None

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**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-126-012.000-015; commonly known as 1705 West Plains Drive, Unit 301, Goshen, Indiana, said Unit existing on real estate more particularly described as follows:

A part of the Northwest Quarter (NW ¼) of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows:

Commencing at an iron pipe that is north thirty-four (34) degrees forty-five (45) minutes west, seven hundred forty five (745) feet from the southwest corner of Lot Number 12 in Westplains Subdivision (recorded in Plat Book 5, page 48 in the Office of the Recorder of Elkhart County, Indiana); thence north fifty-five (55) degrees fifteen (15) minutes east one hundred twenty-five and three tenths (125.3) feet to an iron stake; thence north eighty-nine (89) degrees eleven (11) minutes east thirty-six (36) feet to the place of beginning of this description; thence continuing north eighty-nine (89) degrees eleven (11) minutes east two hundred twelve (212) feet to an iron stake; thence north zero (0) degrees forty-five (45) minutes west one hundred fifty-seven (157) feet to an iron stake; thence south eighty-nine (89) degrees five (5) minutes west two hundred twelve (212) feet; thence south zero (0) degrees forty-five

(45) minutes east one hundred fifty-seven (157) feet to the place of beginning of this description.

## **Section 2.**

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

1. Failure to construct, install, and/or maintain all facilities, equipment, and utilities in safe working condition, as required by Code § 6.3.1.1(a).
  - a. There is no active, working electrical system; the electric meter has been removed.
  - b. There is no active, working gas service; the gas meter has been removed.
  - c. There is no active, working plumbing service; there is no active water usage, and the kitchen sink faucet needs to be properly connected.
  - d. It cannot be determined that the water heater is in working condition.
  - e. It cannot be determined that the furnace is in working condition.
2. Failure to maintain all foundations, floors, walls, ceilings, and roof in a condition that is reasonably weather tight and rodent proof, and in good repair, as required by Code § 6.3.1.1(b).
  - a. There is stained and saturated flooring in need of replacement.
  - b. There is torn flooring that needs to be replaced.
  - c. There are areas of subfloor that is soft and failing that needs to be properly repaired.

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). Further, the unit is vacant and not maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

## **Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood

Preservation Ordinance. Said actions and repairs, among other considerations, must include attaining all proper permits, inspections, and address all listed violations, building conditions, and property conditions contained in this order.

You are hereby **FURTHER ORDERED** to complete all said work or make substantial progress towards completion within thirty (30) days.

**Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City’s Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner’s Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

**Section 5.**

**You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.**

**Section 6.**

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

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

**Section 7.**

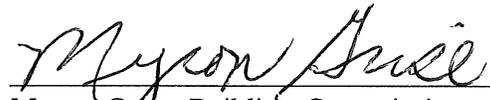
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

**Section 8.**

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

This Order of the City of Goshen Building Commissioner is issued on September 26, 2025.

City of Goshen Building Department

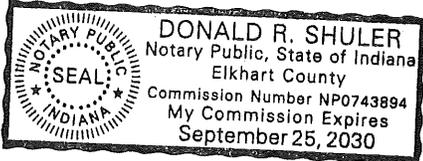


Myron Grise, Building Commissioner

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned, a Notary Public in and for said county and State, this September 26, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

  
\_\_\_\_\_  
Notary Public



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1705 West Plains Drive, Unit 301, 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 September 26, 2025.

Cecil J. Bontreger  
61818 County Road 33  
Goshen, Indiana 46528



---

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

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

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

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

September 26, 2025

IN RE: Violation of Goshen City Code

Property Address: 1705 West Plains Drive, Unit 302

Property Tax Code: 20-11-09-126-012.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest of Record: None

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**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-126-012.000-015; commonly known as 1705 West Plains Drive, Unit 302, Goshen, Indiana, said Unit existing on real estate more particularly described as follows:

A part of the Northwest Quarter (NW ¼) of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows:

Commencing at an iron pipe that is north thirty-four (34) degrees forty-five (45) minutes west, seven hundred forty five (745) feet from the southwest corner of Lot Number 12 in Westplains Subdivision (recorded in Plat Book 5, page 48 in the Office of the Recorder of Elkhart County, Indiana); thence north fifty-five (55) degrees fifteen (15) minutes east one hundred twenty-five and three tenths (125.3) feet to an iron stake; thence north eighty-nine (89) degrees eleven (11) minutes east thirty-six (36) feet to the place of beginning of this description; thence continuing north eighty-nine (89) degrees eleven (11) minutes east two hundred twelve (212) feet to an iron stake; thence north zero (0) degrees forty-five (45) minutes west one hundred fifty-seven (157) feet to an iron stake; thence south eighty-nine (89) degrees five (5) minutes west two hundred twelve (212) feet; thence south zero (0) degrees forty-five

(45) minutes east one hundred fifty-seven (157) feet to the place of beginning of this description.

## **Section 2.**

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

1. Failure to construct, install, and/or maintain all facilities, equipment, and utilities in safe working condition, as required by Code § 6.3.1.1(a).
  - a. There is no active, working electrical system; the electric meter has been removed.
  - b. There is no active, working gas service; the gas meter has been removed.
  - c. There is no active, working plumbing service; there is no active water usage, and the kitchen sink plumbing needs to be properly repaired and connected. There are rusted out plumbing pipes need to be replaced. The bathroom tub/shower faucet is in need of repair.
  - d. It cannot be determined that the water heater is in working condition.
  - e. It cannot be determined that the furnace is in working condition.
2. Failure to ensure that every interior door fits reasonably well, is securely attached, and is capable of being opened and closed, as required by Code § 6.3.1.1(aa).
  - a. The unit's entry door is missing.

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). Further, the unit is vacant and not maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

## **Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include

attaining all proper permits, inspections, and address all listed violations, building conditions, and property conditions contained in this order.

You are hereby **FURTHER ORDERED** to complete all said work or make substantial progress towards completion within thirty (30) days.

#### **Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City's Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner's Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

#### **Section 5.**

**You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.**

#### **Section 6.**

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

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

**Section 7.**

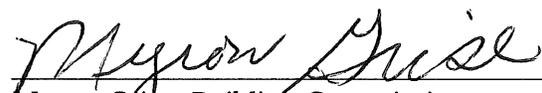
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

**Section 8.**

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

This Order of the City of Goshen Building Commissioner is issued on September 26, 2025.

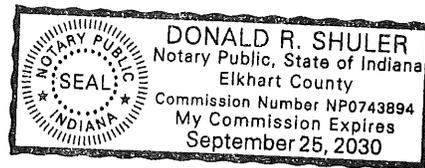
City of Goshen Building Department

  
\_\_\_\_\_  
Myron Grise, Building Commissioner

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned, a Notary Public in and for said county and State, this September 26, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

  
\_\_\_\_\_  
Notary Public



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1705 West Plains Drive, Unit 302, 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 September 26, 2025.

Cecil J. Bontreger  
61818 County Road 33  
Goshen, Indiana 46528



---

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

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

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

**CITY OF GOSHEN BUILDING COMMISSIONER  
UNSAFE BUILDING ENFORCEMENT AUTHORITY  
ORDER**

September 26, 2025

IN RE: Violation of Goshen City Code

Property Address: 1707 West Plains Drive, Unit 102

Property Tax Code: 20-11-09-126-012.000-015

Property Owner: Cecil J. Bontreger

Substantial Property Interest of Record: None

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**Section 1.**

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-126-012.000-015; commonly known as 1707 West Plains Drive, Unit 102, Goshen, Indiana, said Unit existing on real estate more particularly described as follows:

A part of the Northwest Quarter (NW ¼) of Section Eight (8), Township Thirty-six (36) North, Range Six (6) East, more particularly described as follows:

Commencing at an iron pipe that is north thirty-four (34) degrees forty-five (45) minutes west, seven hundred forty five (745) feet from the southwest corner of Lot Number 12 in Westplains Subdivision (recorded in Plat Book 5, page 48 in the Office of the Recorder of Elkhart County, Indiana); thence north fifty-five (55) degrees fifteen (15) minutes east one hundred twenty-five and three tenths (125.3) feet to an iron stake; thence north eighty-nine (89) degrees eleven (11) minutes east thirty-six (36) feet to the place of beginning of this description; thence continuing north eighty-nine (89) degrees eleven (11) minutes east two hundred twelve (212) feet to an iron stake; thence north zero (0) degrees forty-five (45) minutes west one hundred fifty-seven (157) feet to an iron stake; thence south eighty-nine (89) degrees five (5) minutes

west two hundred twelve (212) feet; thence south zero (0) degrees forty-five (45) minutes east one hundred fifty-seven (157) feet to the place of beginning of this description.

## **Section 2.**

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

1. Failure to construct, install, and/or maintain all facilities, equipment, and utilities in safe working condition, as required by Code § 6.3.1.1(a).
  - a. There is no active, working electrical system. The electrical meter has been removed. The electrical panel needs to have cover installed properly.
  - b. There is no active gas service. The gas meter has been removed.
  - c. It cannot be determined that the water heater is in working condition.
  - d. It cannot be determined that the furnace is in working condition.
  - e. There is rusted out plumbing lines in need of replacement.
2. Failure to maintain all foundations, floors, walls, ceilings, and roof in a condition that is reasonably weather tight and rodent proof, and in good repair, as required by Code § 6.3.1.1(b).
  - a. There is flooring that is torn, damaged, and/or stained that needs replacement.

In addition, the Unit is filled contractor storage materials and is otherwise not maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code.

The residential unit in the structure on the real estate has not been maintained in a manner that is compliant with the minimum standards for all structures for purposes of health and safety, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(5). Further, the unit is vacant and not maintained in a manner that would permit human habitation, occupancy, or use under Goshen City Code, and is therefore unsafe within the meaning of I.C. § 36-7-9-4(a)(6).

### **Section 3.**

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential unit in the structure at the real estate to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include attaining all proper permits, inspections, and address all listed violations, building conditions, and property conditions contained in this order.

You are hereby **FURTHER ORDERED** to complete all said work or make substantial progress towards completion within thirty (30) days.

### **Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. In addition, failure to comply with the Order may result in the City of Goshen Building Commissioner issuing a civil penalty pursuant to I.C. § 36-7-9-7.5 or pursuing civil action remedies pursuant to I.C. § 36-7-9-17. Further, the City of Goshen Building Commissioner may schedule a compliance hearing before the City of Goshen Board of Public Works and Safety, as the City's Hearing Authority, for the purpose of determining your compliance with this Order. In the event of such a hearing, you are entitled to appear with or without legal counsel, present evidence, cross-examine opposing witnesses, and present arguments. At such a hearing, the Hearing Authority may affirm, rescind, or modify the Building Commissioner's Order, and may also impose a civil penalty pursuant to I.C. § 36-7-9-7(e) if it finds there has been a willful failure to comply with the Order.

### **Section 5.**

**You are further notified that this Order becomes final ten (10) days after notice is given, unless you request a hearing in writing and deliver such written request for**

**hearing to the City of Goshen Building Commissioner prior to the expiration of said ten (10) days.**

**Section 6.**

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

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

**Section 7.**

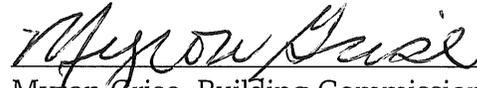
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

**Section 8.**

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

This Order of the City of Goshen Building Commissioner is issued on September 26, 2025.

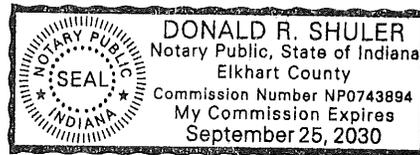
City of Goshen Building Department

  
Myron Grise, Building Commissioner

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said county and State, this September 26, 2025, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

  
Notary Public



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 1707 West Plains Drive, Unit 102, 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 September 26, 2025.

Cecil J. Bontreger  
61818 County Road 33  
Goshen, Indiana 46528



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

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

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